

**STATE OF NEBRASKA CONTRACT AMENDMENT**

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14829 OC**

PAGE 1 of 2	ORDER DATE 01/20/22
BUSINESS UNIT 9000	BUYER MEL SINNARD (AS)
VENDOR NUMBER: 500895	
VENDOR ADDRESS:  OMAHA PAPER CO INC DBA OPC DIRECT 6936 L ST OMAHA NE 68117-1027	

THE CONTRACT PERIOD IS:

**AUGUST 11, 2021 THROUGH AUGUST 10, 2022**

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5634 OF

Contract to supply and deliver Brown Kraft Envelopes to the State of Nebraska as per the attached specifications for the contract period August 11, 2021 through August 10, 2022.

Vendor Contact: Dan Robinson  
Phone: 402-401-6825  
Fax: 402-331-3260  
E-Mail: danr@omahapaper.com

This is the Fourth Renewal of the Contract as Amended. (mel 07/20/21)

Amendment Seven (7) as attached (mel 01/20/22)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	7X10 KRAFT ENVELOPE REGULAR GUM SEALANT MAKE: CENVEO	5.0000	M	51.7600
2	9X12 KRAFT ENVELOPE REGULAR GUM SEALANT MAKE: CENVEO	20.0000	M	54.7700
3	9.5X12.5 KRAFT ENVELOPE REGULAR GUM SEALANT MAKE: CENVEO	30.0000	M	77.6600

DocuSigned by:

*Mel Sinnard*

1901211B34D04AD...

BUYER

DS  
*Mel Sinnard*

DocuSigned by:

*Amara Block*

4CFF2711162AA2

MATERIEL ADMINISTRATOR

**STATE OF NEBRASKA CONTRACT AMENDMENT**

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

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PAGE 2 of 2	ORDER DATE 01/20/22
BUSINESS UNIT 9000	BUYER MEL SINNARD (AS)
VENDOR NUMBER: 500895	

**CONTRACT NUMBER**  
**14829 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
4	10X13 KRAFT ENVELOPE REGULAR GUM SEALANT MAKE: CENVEO	5.0000	M	75.7200
5	10X15 KRAFT ENVELOPE REGULAR GUM SEALANT MAKE: CENVEO	5.0000	M	125.1500
6	12X15.5 KRAFT ENVELOPE REGULAR GUM SEALANT MAKE: CENVEO	10.0000	M	135.1300
7	6X9 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	850.0000	M	46.9400
8	7.5X10.5 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	30.0000	M	151.2100
9	9X12 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	410.0000	M	73.2400
10	9.5X12.5 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	70.0000	M	78.7000
11	10X13 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	270.0000	M	78.0400
12	10X15 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	15.0000	M	195.4000
13	12X15.5 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	5.0000	M	220.3200
14	10% DISCOUNT FROM LIST PRICE OTHER BROWN KRAFT ENVELOPES Excludes Core List	6,000.0000	\$	1.0000

DS  
MS

BUYER INITIALS

AMENDMENT SEVEN  
14829(OC)  
Brown Kraft Envelopes for the State of Nebraska  
Between  
The State of Nebraska and Omaha Paper Co. Inc, DBA OPC Direct

This Amendment (the "Amendment") is made by the State of Nebraska and Omaha Paper Co. Inc, DBA OPC Direct parties to Contract 14829 OC (the "Contract"), upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract effective January 20, 2022 as follows:

Line	Description	Unit of Measure	Unit Price
4	10X13 KRAFT ENVELOPE REGULAR GUM SEALANT MAKE: CENVEO	M	\$ 75.7200
5	10X15 KRAFT ENVELOPE REGULAR GUM SEALANT MAKE: CENVEO	M	\$ 125.1500
7	6X9 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	M	\$ 46.9400
9	9X12 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	M	\$ 73.2400
10	9.5X12.5 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	M	\$ 78.7000
11	10X13 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	M	\$ 78.0400

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

DocuSigned by:  
*Amara Block*  
By: 4CFE2711162A4A2

Name: Amara Block

Title: Materiel Administrator

Date: 1/20/2022

Contractor: Omaha Paper Co. Inc.,  
DBA OPC Direct

DocuSigned by:  
*Daniel Robinson*  
By: 9D04020390DE462...

Name: Daniel Robinson

Title: V.P. Paper & Sales

Date: 1/20/2022

**STATE OF NEBRASKA CONTRACT AWARD**

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14829 OC**

PAGE 1 of 2	ORDER DATE 07/20/21
BUSINESS UNIT 9000	BUYER ROBERT TAYLOR (AS)
VENDOR NUMBER: 500895	
VENDOR ADDRESS:  OMAHA PAPER CO INC DBA OPC DIRECT 6936 L ST OMAHA NE 68117-1027	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**AUGUST 11, 2021 THROUGH AUGUST 10, 2022**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5634 OF

Contract to supply and deliver Brown Kraft Envelopes to the State of Nebraska as per the attached specifications for the contract period August 11, 2021 through August 10, 2022.

Vendor Contact: Dan Robinson  
Phone: 402-401-6825  
Fax: 402-331-3260  
E-Mail: danr@omahapaper.com

This is the Fourth Renewal of the Contract as Amended. (mel 07/20/21)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	7X10 KRAFT ENVELOPE REGULAR GUM SEALANT MAKE: CENVEO	5.0000	M	51.7600
2	9X12 KRAFT ENVELOPE REGULAR GUM SEALANT MAKE: CENVEO	20.0000	M	54.7700
3	9.5X12.5 KRAFT ENVELOPE REGULAR GUM SEALANT MAKE: CENVEO	30.0000	M	77.6600
4	10X13 KRAFT ENVELOPE REGULAR GUM SEALANT MAKE: CENVEO	5.0000	M	66.9000
5	10X15 KRAFT ENVELOPE	5.0000	M	110.5800

DS  
7/26/2021

Document Signed By:  
Robert Taylor 7/26/2021  
Document Signed By: BUYER 7/26/2021  
Amara Block  
MATERIEL ADMINISTRATOR  
4CFF2711182A42...

**STATE OF NEBRASKA CONTRACT AWARD**

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14829 OC**

PAGE 2 of 2		ORDER DATE 07/20/21	
BUSINESS UNIT 9000		BUYER ROBERT TAYLOR (AS)	
VENDOR NUMBER: 500895			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	REGULAR GUM SEALANT MAKE: CENVEO			
6	12X15.5 KRAFT ENVELOPE REGULAR GUM SEALANT MAKE: CENVEO	10.0000	M	135.1300
7	6X9 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	850.0000	M	41.4700
8	7.5X10.5 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	30.0000	M	151.2100
9	9X12 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	410.0000	M	64.7100
10	9.5X12.5 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	70.0000	M	69.5900
11	10X13 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	270.0000	M	68.9600
12	10X15 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	15.0000	M	195.4000
13	12X15.5 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	5.0000	M	220.3200
14	10% DISCOUNT FROM LIST PRICE OTHER BROWN KRAFT ENVELOPES Excludes Core List	6,000.0000	\$	1.0000

DS  
RT  
BUYER INITIALS

**CONTRACT RENEWAL**

July 2, 2021

Mr. Dan Robinson  
Omaha Paper Co Inc  
DBA OPC Direct  
Omaha, NE 68117-1027

RE: Contract Number 14829 OC, Brown Kraft Envelopes

Dear Mr. Robinson:

The above named contract for providing Brown Kraft Envelopes to the State of Nebraska, expires August 10, 2021.

The State of Nebraska is currently interested in renewing the Contract for an additional One (1) year period, i.e. August 11, 2021 through August 10, 2022. If Omaha Paper Co Inc wishes to Renew the Contract as stated, please sign and return this as soon as possible, keeping one copy for your files.

The State will consider your signature as an agreement to be bound to the Renewal, but the Renewal will not be agreed to and accepted by the State until award signature page is executed by the Materiel Administrator.

If no response is received within 30 calendar days, the State of Nebraska will assume that the contractor does not intend to Renew the contract and thus may begin the formal solicitation process.

Sincerely,  
DocuSigned by:

*Julie Dabydeen*

Julie Dabydeen, Buyer  
State Purchasing Bureau

Omaha Paper Co Inc is agreeable to the Renewal of 14829 OC for Brown Kraft Envelopes August 11, 2021 through August 10, 2022.

DocuSigned by:  
Signature *Daniel Robinson*  
9D04020390DE462...

Date 7/2/2021

Title V. P. Paper

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
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**CONTRACT NUMBER**  
**14829 OC**

PAGE 1 of 2	ORDER DATE 07/16/21
BUSINESS UNIT 9000	BUYER ROBERT TAYLOR (AS)
VENDOR NUMBER: 500895	
VENDOR ADDRESS:  OMAHA PAPER CO INC DBA OPC DIRECT 6936 L ST OMAHA NE 68117-1027	

THE CONTRACT PERIOD IS:

**AUGUST 11, 2020 THROUGH AUGUST 10, 2021**

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Contract to supply and deliver Brown Kraft Envelopes to the State of Nebraska as per the attached specifications for the contract period August 11, 2020 through August 10, 2021. The contract may be renewed for one (1) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.


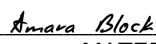
Vendor Contact: Dan Robinson  
Phone: 402-401-6825  
Fax: 402-331-3260  
E-Mail: danr@omahapaper.com

This is the Third Renewal of the Contract as Amended. (mel 5/26/20)

Amendment Six (6) as attached (MH 7/16/21)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	7X10 KRAFT ENVELOPE REGULAR GUM SEALANT MAKE: CENVEO	5.0000	M	51.7600
2	9X12 KRAFT ENVELOPE REGULAR GUM SEALANT MAKE: CENVEO	20.0000	M	54.7700
3	9.5X12.5 KRAFT ENVELOPE REGULAR GUM SEALANT MAKE: CENVEO	30.0000	M	77.6600
4	10X13 KRAFT ENVELOPE REGULAR GUM SEALANT	5.0000	M	66.9000

DS  
  
7/19/2021

DocuSigned by:  
 7/19/2021  
DocuSigned by:  
 BUYER 7/19/2021  
MATERIEL ADMINISTRATOR  
4CFF2711162A442...

**STATE OF NEBRASKA CONTRACT AMENDMENT**

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

PAGE 2 of 2	ORDER DATE 07/16/21
BUSINESS UNIT 9000	BUYER ROBERT TAYLOR (AS)
VENDOR NUMBER: 500895	

**CONTRACT NUMBER**  
**14829 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	MAKE: CENVEO			
5	10X15 KRAFT ENVELOPE REGULAR GUM SEALANT MAKE: CENVEO	5.0000	M	110.5800
6	12X15.5 KRAFT ENVELOPE REGULAR GUM SEALANT MAKE: CENVEO	10.0000	M	135.1300
7	6X9 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	850.0000	M	41.4700
8	7.5X10.5 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	30.0000	M	151.2100
9	9X12 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	410.0000	M	64.7100
10	9.5X12.5 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	70.0000	M	69.5900
11	10X13 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	270.0000	M	68.9600
12	10X15 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	15.0000	M	195.4000
13	12X15.5 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	5.0000	M	220.3200
14	10% DISCOUNT FROM LIST PRICE OTHER BROWN KRAFT ENVELOPES Excludes Core List	6,000.0000	\$	1.0000

DS  
RT  
BUYER INITIALS



AMENDMENT SIX  
14829 OC  
Brown Kraft Envelopes for the State of Nebraska  
Between  
The State of Nebraska and Omaha Paper Co. Inc., DBA OPC Direct

This Amendment (the "Amendment") is made by the State of Nebraska and Omaha Paper Co. Inc, DBA OPC Direct parties to Contract 14829 OC (the "Contract"), upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract effective July 19, 2021 as follows:

1. The following lines are hereby deleted in their entirety and replaced as follows:

Line	Description	Unit of Measure	Unit Price
1	7X10KRAFTENVELOPE REGULAR GUM SEALANT Make:Cenveo	M	\$ 51.7600
2	9X12 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	M	\$ 54.7700
3	9.5X12.5 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	M	\$ 77.6600
4	10X13 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	M	\$ 66.9000
5	10X15 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	M	\$ 110.5800
6	12X15.5 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	M	\$ 135.1300
7	6X9 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	M	\$ 41.4700
8	7.5X10.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	M	\$ 151.2100
9	9X12 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	M	\$ 64.7100
10	9.5X12.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	M	\$ 69.5900
11	10X13 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	M	\$ 68.9600

12	10X15 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	M	\$ 195.4000
13	12X15.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	M	\$ 220.3200

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

Contractor: Omaha Paper Co. Inc., DBA OPC

DocuSigned by:  
By: Amara Block  
4CFF2711162A4A2...

Direct  
DocuSigned by:  
By: Daniel Robinson  
9D04020390DE462...

Name: Amara Block

Name: Daniel Robinson

Title: General Counsel and  
Acting Chief Procurement Officer

Title: V.P. Paper

Date: 7/19/2021

Date: 7/19/2021

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14829 OC**

PAGE 1 of 2	ORDER DATE 5/26/20
BUSINESS UNIT 9000	BUYER BUFFY MEYER (AS)
VENDOR NUMBER: 500895	
VENDOR ADDRESS:  OMAHA PAPER CO INC DBA OPC DIRECT 6936 L ST OMAHA NE 68117-1027	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**AUGUST 11, 2020 THROUGH AUGUST 10, 2021**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5634 OF

Contract to supply and deliver Brown Kraft Envelopes to the State of Nebraska as per the attached specifications for the contract period August 11, 2020 through August 10, 2021. The contract may be renewed for one (1) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Dan Robinson  
Phone: 402-401-6825  
Fax: 402-331-3260  
E-Mail: danr@omahapaper.com

This is the Third Renewal of the Contract as Amended. (mel 5/26/20)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	7X10 KRAFT ENVELOPE REGULAR GUM SEALANT MAKE: CENVEO	5.0000	M	48.3700
2	9X12 KRAFT ENVELOPE REGULAR GUM SEALANT MAKE: CENVEO	20.0000	M	51.1900
3	9.5X12.5 KRAFT ENVELOPE REGULAR GUM SEALANT MAKE: CENVEO	30.0000	M	72.5800
4	10X13 KRAFT ENVELOPE REGULAR GUM SEALANT MAKE: CENVEO	5.0000	M	62.5200

*Buffy Meyer* 07/08/2020  
BUYER  
*[Signature]*  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

PAGE 2 of 2	ORDER DATE 05/26/20
BUSINESS UNIT 9000	BUYER BUFFY MEYER (AS)
VENDOR NUMBER: 500895	

**CONTRACT NUMBER**  
**14829 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
5	10X15 KRAFT ENVELOPE REGULAR GUM SEALANT MAKE: CENVEO	5.0000	M	103.3500
6	12X15.5 KRAFT ENVELOPE REGULAR GUM SEALANT MAKE: CENVEO	10.0000	M	126.2900
7	6X9 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	850.0000	M	38.7600
8	7.5X10.5 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	30.0000	M	141.3200
9	9X12 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	410.0000	M	60.4800
10	9.5X12.5 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	70.0000	M	65.0400
11	10X13 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	270.0000	M	64.4500
12	10X15 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	15.0000	M	182.6200
13	12X15.5 SELF SEAL ENVELOPE LATEX GUM SEALANT MAKE: CENVEO	5.0000	M	205.9100
14	10% DISCOUNT FROM LIST PRICE OTHER BROWN KRAFT ENVELOPES EXCLUDES CORE LIST	6,000.0000	\$	1.0000

*BM*  
BUYER INITIALS

14829OC0001140526000101000001

# NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES



## CONTRACT RENEWAL

February 13, 2020

Mr. Dan Robinson  
Omaha Paper Co Inc  
DBA OFC Direct  
6936 L St  
Omaha, NE 68117-1027

RE: Contract Number 14829 OC, Brown Kraft Envelopes

Dear Mr. Robinson:

The above named contract for providing Brown Kraft Envelopes to the State of Nebraska, expires August 10, 2020.

It carries a provision for Renewal when mutually agreeable to the Vendor and the State of Nebraska. The State of Nebraska wishes to Renew this contract for an additional One (1) year period, i.e. August 11, 2020 through August 10, 2021.

If this is agreeable with Omaha Paper Co Inc, please sign and return as soon as possible, keeping one (1) copy for your files.

If no response is received within thirty (30) calendar days, the State of Nebraska will assume that Omaha Paper Co Inc does not intend to Renew contract number 14829 OC and thus may begin the formal solicitation process to obtain Brown Kraft Envelopes.

Sincerely,

Handwritten signature of Buffy Meyer in cursive.

Buffy Meyer, Buyer  
State Purchasing Bureau

Omaha Paper Co Inc is agreeable to the Renewal of 14829 OC for Brown Kraft Envelopes August 11, 2020 through August 10, 2021.

SIGNATURE:  TITLE: J.P. Paper & Sales

DATE: 2/13/20

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14829 OC**

PAGE 1 of 2	ORDER DATE 07/12/19
BUSINESS UNIT 9000	BUYER BUFFY MEYER (AS)
VENDOR NUMBER: 500895	
VENDOR ADDRESS:  OMAHA PAPER CO INC DBA OPC DIRECT 6936 L ST OMAHA NE 68117-1027	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**AUGUST 11, 2019 THROUGH AUGUST 10, 2020**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5634 OF

Contract to supply and deliver Brown Kraft Envelopes to the State of Nebraska as per the attached specifications for the contract period August 11, 2019 through August 10, 2020. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Dan Robinson  
Phone: 402-401-6825  
Fax: 402-331-3260  
E-Mail: danr@omahapaper.com

This is the Second Renewal of the Contract as Amended. (ms 7/12/19)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	7X10 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	5.0000	M	48.3700
2	9X12 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	20.0000	M	51.1900
3	9.5X12.5 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	30.0000	M	72.5800
4	10X13 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	5.0000	M	62.5200

7-12-19  
Buffy Meyer 7/12/19  
BUYER  
MATERIEL ADMINISTRATOR 7/12/19

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14829 OC**

PAGE 2 of 2		ORDER DATE 07/12/19	
BUSINESS UNIT 9000		BUYER BUFFY MEYER (AS)	
VENDOR NUMBER: 500895			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
5	10X15 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	5.0000	M	103.3500
6	12X15.5 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	10.0000	M	126.2900
7	6X9 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	850.0000	M	38.7600
8	7.5X10.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	30.0000	M	141.3200
9	9X12 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	410.0000	M	60.4800
10	9.5X12.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	70.0000	M	65.0400
11	10X13 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	270.0000	M	64.4500
12	10X15 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	15.0000	M	182.6200
13	12X15.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	5.0000	M	205.9100
14	10% DISCOUNT FROM LIST PRICE OTHER BROWN KRAFT ENVELOPES Excludes Core List	6,000.0000	\$	1.0000

  
BUYER INITIALS

# NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

## CONTRACT RENEWAL

January 17, 2019

Mr. Dan Robinson  
Omaha Paper Co., Inc  
DBA OPC Direct  
6936 L Street  
Omaha NE 68117-1027

RE: Contract Number 14829 OC, Brown Kraft Envelopes

Dear Mr. Robinson:

The above named contract for providing Brown Kraft Envelopes to the State of Nebraska, expires August 10, 2019.

It carries a provision for renewal when mutually agreeable to the Vendor and the State of Nebraska. The State of Nebraska wishes to renew this contract for an additional 1-year period, i.e. August 11, 2019 through August 10, 2020.

If this is agreeable with Omaha Paper Co., Inc, DBA OPC Direct, please sign and return as soon as possible, keeping one (1) copy for your files.

If no response is received within thirty (30) calendar days, the State of Nebraska will assume that Omaha Paper Co., Inc, DBA OPC Direct does not intend to renew contract number 14829 OC and thus may begin the formal solicitation process to obtain Brown Kraft Envelopes .

Sincerely,



Buffy Meyer, Buyer  
State Purchasing Bureau

Department of Administrative Services | MATERIEL DIVISION

1528 K Street, Ste. 130  
Lincoln, Nebraska 68508

OFFICE 402-471-8500  
FAX 402-471-2089

[das.nebraska.org](http://das.nebraska.org)



Mr. Dan Robinson  
January 17, 2019  
Page 2

Omaha Paper Co., Inc, DBA OPC Direct is agreeable to the renewal of 14829 OC for Brown Kraft Envelopes August 11, 2019 through August 10, 2020.

SIGNATURE: 

TITLE: Dir of Operations

DATE: 1-17-19

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

PAGE 1 of 2	ORDER DATE 11/14/18
BUSINESS UNIT 9000	BUYER BUFFY MEYER (AS)
VENDOR NUMBER: 500895	
VENDOR ADDRESS:  OMAHA PAPER CO INC DBA OPC DIRECT 6936 L ST OMAHA NE 68117-1027	

**CONTRACT NUMBER**  
**14829 OC**

THE CONTRACT PERIOD IS:

**AUGUST 11, 2018 THROUGH AUGUST 10, 2019**

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5634 OF

Contract to supply and deliver Brown Kraft Envelopes to the State of Nebraska as per the attached specifications for the contract period August 11, 2018 through August 10, 2019. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Dan Robinson  
Phone: 402-401-6825  
Fax: 402-331-3260  
E-Mail: danr@omahapaper.com

This is the First Renewal of the Contract as Amended. ( cp 7/10/18)

Amendment Four as Attached. (cp 8/28/18)

Amendment Five as Attached. (cp 11/14/18)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	7X10 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	5.0000	M	48.3700
2	9X12 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	20.0000	M	51.1900
3	9.5X12.5 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	30.0000	M	72.5800

11-15-18  
m  
Buffy Meyer 11/14/18  
BUYER  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

PAGE 2 of 2	ORDER DATE 11/14/18
BUSINESS UNIT 9000	BUYER BUFFY MEYER (AS)
VENDOR NUMBER: 500895	

**CONTRACT NUMBER**  
**14829 OC**

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
4	10X13 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	5.0000	M	62.5200
5	10X15 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	5.0000	M	103.3500
6	12X15.5 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	10.0000	M	126.2900
7	6X9 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	850.0000	M	38.7600
8	7.5X10.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	30.0000	M	141.3200
9	9X12 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	410.0000	M	60.4800
10	9.5X12.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	70.0000	M	65.0400
11	10X13 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	270.0000	M	64.4500
12	10X15 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	15.0000	M	182.6200
13	12X15.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	5.0000	M	205.9100
14	10% DISCOUNT FROM LIST PRICE OTHER BROWN KRAFT ENVELOPES Excludes Core List	6,000.0000	\$	1.0000

*Bm*  
BUYER INITIALS

AMENDMENT FIVE  
14829 OC  
Brown Kraft Envelopes for the State of Nebraska  
Between  
The State of Nebraska and Omaha Paper Co. Inc., DBA OPC Direct

This Amendment (the "Amendment") is made by the State of Nebraska and Omaha Paper Co. Inc, DBA OPC Direct parties to Contract 14829 OC (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

Effective upon execution of both parties, the following lines are hereby removed and replaced as follows:

Line	Description	Unit of Measure	Unit Price
1	7X10KRAFTENVELOPE REGULAR GUM SEALANT Make:Cenveo	M	48.37
2	9X12 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	M	51.19
3	9.5X12.5 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	M	72.58
4	10X13 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	M	62.52
5	10X15 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	M	103.35
6	12X15.5 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	M	126.29
7	6X9 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	M	38.76
8	7.5X10.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	M	141.32
9	9X12 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	M	60.48
10	9.5X12.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	M	65.04
11	10X13 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	M	64.45

12	10X15 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	M	182.62
13	12X15.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	M	205.91

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

Contractor: Omaha Paper Co. Inc., DBA OPC  
Direct

By: 

By: 

Name: David Zwart

Name: Brett Powell

Title: Material Administrator

Title: President

Date: 11/15/18

Date: 11-13-18

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14829 OC**

PAGE 1 of 2	ORDER DATE 08/28/18
BUSINESS UNIT 9000	BUYER BUFFY MEYER (AS)
VENDOR NUMBER: 500895	
VENDOR ADDRESS:  OMAHA PAPER CO INC DBA OPC DIRECT 6936 L ST OMAHA NE 68117-1027	

THE CONTRACT PERIOD IS:

**AUGUST 11, 2018 THROUGH AUGUST 10, 2019**

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5634 OF

Contract to supply and deliver Brown Kraft Envelopes to the State of Nebraska as per the attached specifications for the contract period August 11, 2018 through August 10, 2019. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Dan Robinson  
Phone: 402-401-6825  
Fax: 402-331-3260  
E-Mail: danr@omahapaper.com

This is the First Renewal of the Contract as Amended. ( cp 7/10/18)

Amendment Four as Attached. (cp 8/28/18)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	7X10 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	5.0000	M	46.0700
2	9X12 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	20.0000	M	48.7500
3	9.5X12.5 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	30.0000	M	69.1200
4	10X13 KRAFT ENVELOPE	5.0000	M	59.5400

8.30.18  
12  
Buffy Meyer 8/29/18  
BUYER  
MATERIAL ADMINISTRATOR 8/30/18

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14829 OC**

PAGE 2 of 2	ORDER DATE 08/28/18
BUSINESS UNIT 9000	BUYER BUFFY MEYER (AS)
VENDOR NUMBER: 500895	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	REGULAR GUM SEALANT Make:Cenveo			
5	10X15 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	5.0000	M	98.4300
6	12X15.5 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	10.0000	M	120.2800
7	6X9 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	850.0000	M	36.9100
8	7.5X10.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	30.0000	M	134.5900
9	9X12 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	410.0000	M	57.6000
10	9.5X12.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	70.0000	M	61.9400
11	10X13 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	270.0000	M	61.3800
12	10X15 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	15.0000	M	173.9200
13	12X15.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	5.0000	M	196.1000
14	10% DISCOUNT FROM LIST PRICE OTHER BROWN KRAFT ENVELOPES Excludes Core List	6,000.0000	\$	1.0000

*Bm*

BUYER INITIALS

**AMENDMENT FOUR**  
**14829 OC**  
**Brown Kraft Envelopes for the State of Nebraska**  
**Between**  
**The State of Nebraska and Omaha Paper Co Inc. DBA OPC Direct**

This Amendment (the "Amendment") is made by the State of Nebraska and Omaha Paper Co Inc. DBA OPC Direct, parties to Contract 14829 OC (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

Effective upon execution of both parties: Lines one (1) through thirteen (13) are hereby replaced and superseded as follows:

Line No.	Description	M	Unit Price
1	7X10KRAFTENVELOPE REGULAR GUM SEALANT Make:Cenveo	M	\$ 46.0700
2	9X12 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	M	\$ 48.7500
3	9.5X12.5 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	M	\$ 69.1200
4	10X13 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	M	\$ 59.5400
5	10X15 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	M	\$ 98.4300
6	12X15.5 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	M	\$ 120.2800
7	6X9 SELF SEAL ENVELOPE LATEX GUM SEALANT Ma.ke:Cenveo	M	\$ 36.9100
8	7.5X10.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	M	\$ 134.5900
9	9X12 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	M	\$ 57.6000
10	9.5X12.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	M	\$ 61.9400
11	10X13 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	M	\$ 61.3800
12	10X15 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	M	\$ 173.9200
13	12X15.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	M	\$ 196.1000



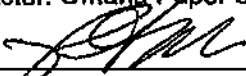
This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

Contractor: Omaha Paper Co Inc. DBA OPC Direct

By: 

By: 

Name: David Zwart

Name: Robert Powell

Title: Material Administrator

Title: President

Date: 8/30/18

Date: 8-24-18

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14829 OC**

PAGE 1 of 2	ORDER DATE 07/10/18
BUSINESS UNIT 9000	BUYER BUFFY MEYER (AS)
VENDOR NUMBER: 500895	
VENDOR ADDRESS:  OMAHA PAPER CO INC DBA OPC DIRECT 6936 L ST OMAHA NE 68117-1027	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**AUGUST 11, 2018 THROUGH AUGUST 10, 2019**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5634 OF

Contract to supply and deliver Brown Kraft Envelopes to the State of Nebraska as per the attached specifications for the contract period August 11, 2018 through August 10, 2019. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Dan Robinson  
Phone: 402-401-6825  
Fax: 402-331-3260  
E-Mail: danr@omahapaper.com

(cp 8/9/17)

This is the First Renewal of the Contract as Amended. ( cp 7/10/18)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	7X10 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	5.0000	M	46.9400
2	9X12 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	20.0000	M	49.6700
3	9.5X12.5 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	30.0000	M	70.4100

7-12-18  
Buffy Meyer 7/10/2018  
BUYER  
MATERIEL ADMINISTRATOR 7/12/18  
R43500|NISC0001|NISC0001 20150901

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14829 OC**

PAGE 2 of 2	ORDER DATE 07/10/18
BUSINESS UNIT 9000	BUYER BUFFY MEYER (AS)
VENDOR NUMBER: 500895	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
4	10X13 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	5.0000	M	60.6600
5	10X15 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	5.0000	M	100.2800
6	12X15.5 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	10.0000	M	122.5400
7	6X9 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	850.0000	M	37.6000
8	7.5X10.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	30.0000	M	137.1100
9	9X12 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	410.0000	M	58.6800
10	9.5X12.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	70.0000	M	63.1100
11	10X13 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	270.0000	M	62.5400
12	10X15 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	15.0000	M	177.1800
13	12X15.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	5.0000	M	199.7700
14	10% DISCOUNT FROM LIST PRICE OTHER BROWN KRAFT ENVELOPES Excludes Core List	6,000.0000	\$	1.0000



BUYER INITIALS



Good Life. Great Service.

**DEPT. OF ADMINISTRATIVE SERVICES**

February 13, 2017

**CONTRACT RENEWAL**

Dan Robinson  
Omaha Paper, Inc.  
DBA OPC Direct  
6936 L Street  
Omaha, NE 68117-1027

**RE: Contract Number 14829(OC), Brown Kraft Envelopes**

Dear Mr. Robinson:

The above named contract for providing Brown Kraft Envelopes to the State of Nebraska, **OCIO** expires August 10, 2018.

It carries a provision for renewal when mutually agreeable to the Vendor and the State of Nebraska. The State of Nebraska wishes to renew this contract for an additional one (1) year period, August 11, 2018 through August 10, 2019.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. §84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

Contractor hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to Contractor's response to this Request for Proposal, and any and all figures, illustrations, photographs, charts, and other supplementary material on a website accessible by the public pursuant to Neb. Rev. Stat. §84-602. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked "Proprietary."

Department of Administrative Services | MATERIEL DIVISION

1526 K Street, Ste. 130  
Lincoln, Nebraska 68608

OFFICE 402-471-6500  
FAX 402-471-2089

[das.nebraska.org](http://das.nebraska.org)

Contractor represents and warrants that the contents of this response to Request for Proposal and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Contractor represents and warrants that Contractor has full power and authority to execute this Copyright Release and to grant the State of Nebraska and/or its agencies the right granted herein.

Contractor agrees to indemnify, defend, and hold harmless the State of Nebraska and/or its agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees based upon and arising from Contractor's violation of the rights of others and/or by reason of a breach of any of the foregoing warranties.

If this is agreeable with Omaha Paper Co Inc DBA OPC Direct, please sign and return as soon as possible, keeping one (1) copy for your files.

If no response is received within thirty (30) calendar days, the State of Nebraska will assume that Omaha Paper Co Inc DBA OPC Direct does not intend to renew contract number 14829(OC) and thus may begin the formal solicitation process to obtain Brown Kraft Envelopes.

Sincerely,



**Buffy Meyer, Buyer**  
State Purchasing Bureau

Date 2/13/17

Omaha Paper Co Inc DBA OPC Direct is agreeable to the renewal of 14289(OC) for Brown Kraft Envelopes August 11, 2018 through August 10, 2019.

Signature 

Title President

DATE 2-13-18

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14829 OC**

PAGE 1 of 3	ORDER DATE 07/09/18
BUSINESS UNIT 9000	BUYER BUFFY MEYER (AS)
VENDOR NUMBER: 500895	
VENDOR ADDRESS:  OMAHA PAPER CO INC DBA OPC DIRECT 6936 L ST OMAHA NE 68117-1027	

THE CONTRACT PERIOD IS:

**AUGUST 11, 2017 THROUGH AUGUST 10, 2018**

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5634 OF

Contract to supply and deliver Brown Kraft Envelopes to the State of Nebraska as per the attached specifications for the contract period August 11, 2017 through August 10, 2018. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Dan Robinson  
Phone: 402-401-6825  
Fax: 402-331-3260  
E-Mail: danr@omahapaper.com

(cp 8/9/17)

Amendment One as Attached. (vc 02/26/18)

Amendment Two as Attached. (vc 03/20/18)

Amendment Three as Attached. (cp 7/9/18)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	7X10 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	5.0000	M	46.9400
2	9X12 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	20.0000	M	49.6700
3	9.5X12.5 KRAFT ENVELOPE	30.0000	M	70.4100

7-12-18  
Buffy Meyer 7-9-18  
BUYER  
MATERIEL ADMINISTRATOR 7/12/18

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14829 OC**

PAGE 2 of 3	ORDER DATE 07/09/18
BUSINESS UNIT 9000	BUYER BUFFY MEYER (AS)
VENDOR NUMBER: 500895	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	REGULAR GUM SEALANT Make:Cenveo			
4	10X13 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	5.0000	M	60.6600
5	10X15 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	5.0000	M	100.2800
6	12X15.5 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	10.0000	M	122.5400
7	6X9 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	850.0000	M	37.6000
8	7.5X10.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	30.0000	M	137.1100
9	9X12 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	410.0000	M	58.6800
10	9.5X12.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	70.0000	M	63.1100
11	10X13 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	270.0000	M	62.5400
12	10X15 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	15.0000	M	177.1800
13	12X15.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	5.0000	M	199.7700
14	10% DISCOUNT FROM LIST PRICE OTHER BROWN KRAFT ENVELOPES	6,000.0000	\$	1.0000

*Bm*

BUYER INITIALS

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-8500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14829 OC**

PAGE 3 of 3		ORDER DATE 07/09/18	
BUSINESS UNIT 9000		BUYER BUFFY MEYER (AS)	
VENDOR NUMBER: 500895			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Excludes Core List			



*Bm*

BUYER INITIALS



**AMENDMENT THREE**  
**14829 OC**  
**Brown Kraft Envelopes for the State of Nebraska**  
**Between**  
**The State of Nebraska and Omaha Paper Co Inc. DBA OPC Direct**

This Amendment (the "Amendment") is made by the State of Nebraska and Omaha Paper Co Inc. DBA OPC Direct, parties to Contract 14829 OC (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

Effective July 5, 2018: Lines one (1) through thirteen (13) are hereby replaced and superseded as follows:

Line No.	Description	M	Unit Price
1	7X10KRAFTENVELOPE REGULAR GUM SEALANT Make:Cenveo	M	46.94
2	9X12 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	M	49.67
3	9.5X12.5 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	M	70.41
4	10X13 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	M	60.66
5	10X15 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	M	100.28
6	12X15.5 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	M	122.54
7	6X9 SELF SEAL ENVELOPE LATEX GUM SEALANT Ma.ke:Cenveo	M	37.60
8	7.5X10.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	M	137.11
9	9X12 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	M	58.68
10	9.5X12.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	M	63.11
11	10X13 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	M	62.54
12	10X15 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	M	177.18
13	12X15.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	M	199.77

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

Contractor: Omaha Paper Co Inc. DBA OPC Direct

By: 

By: 

Name: David Zwart

Name: Robert Powell

Title: Material Administrator

Title: President

Date: 7/12/18

Date: 7-5-18

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14829 OC**

PAGE 1 of 2	ORDER DATE 03/20/18
BUSINESS UNIT 9000	BUYER BUFFY MEYER (AS) (SOS)
VENDOR NUMBER: 500895	
VENDOR ADDRESS: OMAHA PAPER CO INC DBA OPC DIRECT 6936 L ST OMAHA NE 68117-1027	

THE CONTRACT PERIOD IS:

**AUGUST 11, 2017 THROUGH AUGUST 10, 2018**

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5634 OF

Contract to supply and deliver Brown Kraft Envelopes to the State of Nebraska as per the attached specifications for the contract period August 11, 2017 through August 10, 2018. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Dan Robinson  
Phone: 402-401-6825  
Fax: 402-331-3260  
E-Mail: danr@omahapaper.com

Amendment One as Attached. (vc 02/26/18)

Amendment Two as Attached. (vc 03/20/18)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	7X10 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	5.0000	M	44.7000
2	9X12 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	20.0000	M	47.3000
3	9.5X12.5 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	30.0000	M	67.0600
4	10X13 KRAFT ENVELOPE	5.0000	M	57.7700

*Buffy Meyer* 3/21/18  
BUYER  
*Dan Robinson* 3/26/18  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AMENDMENT

Slate Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14829 OC**

PAGE 2 of 2	ORDER DATE 03/20/18
BUSINESS UNIT 9000	BUYER BUFFY MEYER (AS) (SOS)
VENDOR NUMBER: 500895	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	REGULAR GUM SEALANT Make:Cenveo			
5	10X15 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	5.0000	M	95.5000
6	12X15.5 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	10.0000	M	116.7000
7	6X9 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	850.0000	M	35.8100
8	7.5X10.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	30.0000	M	130.5800
9	9X12 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	410.0000	M	55.8900
10	9.5X12.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	70.0000	M	60.1000
11	10X13 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	270.0000	M	59.5600
12	10X15 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	15.0000	M	168.7400
13	12X15.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	5.0000	M	190.2600
14	10% DISCOUNT FROM LIST PRICE OTHER BROWN KRAFT ENVELOPES Excludes Core List	6,000.0000	\$	1.0000

*Bm*

BUYER INITIALS

REPRODUCTION OF THIS DOCUMENT IS PROHIBITED

AMENDMENT TWO

14829 OC

Brown Kraft Envelopes for the State of Nebraska

Between

The State of Nebraska and Omaha Paper Co Inc. DBA OPC Direct

This Amendment (the "Amendment") is made by the State of Nebraska and Omaha Paper Co Inc. DBA OPC Direct, parties to Contract 14829 OC (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

Lines one (1) through thirteen (13) replaced and superseded with the following price increase:

Line No.	Description	Description 2	M	Unit Price
1	7X10 KRAFT ENVELOPE REGULAR GUM SEALANT	Make:Cenveo	M	44.70
2	9X12 KRAFT ENVELOPE REGULAR GUM SEALANT	Make:Cenveo	M	47.30
3	9.5X12.5 KRAFT ENVELOPE REGULAR GUM SEALANT	Make:Cenveo	M	67.06
4	10X13 KRAFT ENVELOPE REGULAR GUM SEALANT	Make:Cenveo	M	57.77
5	10X15 KRAFT ENVELOPE REGULAR GUM SEALANT	Make:Cenveo	M	95.50
6	12X15.5 KRAFT ENVELOPE REGULAR GUM SEALANT	Make:Cenveo	M	116.70
7	6X9 SELF SEAL ENVELOPE LATEX GUM SEALANT	Make:Cenveo	M	35.81
8	7.5X10.5 SELF SEAL ENVELOPE LATEX GUM SEALANT	Make:Cenveo	M	130.58

9	9X12 SELF SEAL ENVELOPE LATEX GUM SEALANT	Make:Cenveo	M	55.89
10	9.5X12.5 SELF SEAL ENVELOPE LATEX GUM SEALANT	Make:Cenveo	M	60.10
11	10X13 SELF SEAL ENVELOPE LATEX GUM SEALANT	Make:Cenveo	M	59.56
12	10X15 SELF SEAL ENVELOPE LATEX GUM SEALANT	Make:Cenveo	M	168.74
13	12X15.5 SELF SEAL ENVELOPE LATEX GUM SEALANT	Make:Cenveo	M	190.26

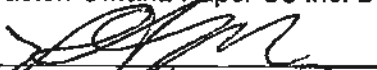
This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

Contractor: Omaha Paper Co Inc. DBA OPC Direct

By: 

By: 

Name: David D. Zwart

Name: Robert Jewell

Title: Material Administrator

Title: President

Date: 3/26/18

Date: 3-21-18

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14829 OC**

PAGE 1 of 2	ORDER DATE 02/26/18
BUSINESS UNIT 9000	BUYER BUFFY MEYER (AS) (SOS)
VENDOR NUMBER: 500895	
VENDOR ADDRESS:  OMAHA PAPER CO INC DBA OPC DIRECT 6936 L ST OMAHA NE 68117-1027	

THE CONTRACT PERIOD IS:

**AUGUST 11, 2017 THROUGH AUGUST 10, 2018**

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5634 OF

Contract to supply and deliver Brown Kraft Envelopes to the State of Nebraska as per the attached specifications for the contract period August 11, 2017 through August 10, 2018. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Dan Robinson  
Phone: 402-401-6825  
Fax: 402-331-3260  
E-Mail: danr@omahapaper.com

Amendment One as Attached. (vc 02/26/18)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	7X10 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	5.0000	M	142.1700
2	9X12 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	20.0000	M	44.6200
3	9.5X12.5 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	30.0000	M	63.2600
4	10X13 KRAFT ENVELOPE REGULAR GUM SEALANT	5.0000	M	54.5000

3-1-18  
Buffy Meyer 2/26/18  
BUYER  
Dan Sweet 3/5/18  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14829 OC**

PAGE 2 of 2	ORDER DATE 02/26/18
BUSINESS UNIT 9000	BUYER BUFFY MEYER (AS) (SOS)
VENDOR NUMBER: 500895	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Make:Cenveo			
5	10X15 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	5.0000	M	90.0900
6	12X15.5 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo	10.0000	M	110.0900
7	6X9 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	850.0000	M	33.7800
8	7.5X10.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	30.0000	M	123.1900
9	9X12 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	410.0000	M	52.7300
10	9.5X12.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	70.0000	M	56.7000
11	10X13 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	270.0000	M	56.1900
12	10X15 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	15.0000	M	159.1900
13	12X15.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo	5.0000	M	179.4900
14	10% DISCOUNT FROM LIST PRICE OTHER BROWN KRAFT ENVELOPES Excludes Core List	6,000.0000	\$	1.0000

  
BUYER INITIALS



AMENDMENT ONE (1)  
14829 (OC)  
Brown Kraft Envelopes for the State of Nebraska  
Between  
The State of Nebraska and Omaha Paper Co Inc. DBA OPC Direct

This Amendment (the "Amendment") is made by the State of Nebraska and Omaha Paper Co Inc. DBA OPC Direct, parties to Contract 14829 (OC) (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

Effective March, 1, 2018 Lines one (1) through thirteen (13) will be replaced and superseded with the following:

Line No.	Description	Description 2	UOM	Unit Price
1	7x10 Kraft Envelope Regular Gum Sealant	Make: Cenveo	M	142.17
2	9x12 Kraft Envelope Regular Gum Sealant	Make: Cenveo	M	44.62
3	9.5X12.5 Kraft Envelope Regular Gum Sealant	Make: Cenveo	M	63.26
4	10X13 Kraft Envelope Regular Gum Sealant	Make: Cenveo	M	54.50
5	10X15 Kraft Envelope Regular Gum Sealant	Make: Cenveo	M	90.09
6	12X15.5 Kraft Envelope Regular Gum Sealant	Make: Cenveo	M	110.09
7	6X9 Self Seal Envelope Latex Gum Sealant	Make: Cenveo	M	33.78
8	7.5X10.5 Self Seal Envelope Latex Gum Sealant	Make: Cenveo	M	123.19
9	9X12 Self Seal Envelope Latex Gum Sealant	Make: Cenveo	M	52.73
10	9.5X12.5 Self Seal Envelope Latex Gum Sealant	Make: Cenveo	M	56.70
11	10X13 Self Seal Envelope Latex Gum Sealant	Make: Cenveo	M	56.19
12	10X15 Self Seal Envelope Latex Gum Sealant	Make: Cenveo	M	159.19
13	12X15.5 Self Seal Envelope Latex Gum Sealant	Make: Cenveo	M	179.49


This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

Contractor: Omaha Paper Co Inc. DBA OPC Direct

By: 

By: 

Name: David DZunet

Name: Robert Powell

Title: Material Administrator

Title: President

Date: 3/5/18

Date: 2-21-18

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14829 OC**

PAGE 1 of 3	ORDER DATE 08/09/17
BUSINESS UNIT 9000	BUYER KRISTEN KOSCH (AS)
VENDOR NUMBER: 500895	
VENDOR ADDRESS:  OMAHA PAPER CO INC DBA OPC DIRECT 6936 L ST OMAHA NE 68117-1027	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

**AUGUST 11, 2017 THROUGH AUGUST 10, 2018**

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5634 OF

Contract to supply and deliver Brown Kraft Envelopes to the State of Nebraska as per the attached specifications for the contract period August 11, 2017 through August 10, 2018. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Dan Robinson  
Phone: 402-401-6825  
Fax: 402-331-3260  
E-Mail: danr@omahapaper.com

(cp 8/9/17)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	7X10 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo Item Number:138998	5.0000	M	142.1700
2	9X12 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo Item Number:04132	20.0000	M	44.6200
3	9.5X12.5 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo Item Number:04142	30.0000	M	63.2600

*Kristen Kosch 8-9-17*  
BUYER  
*Louise Wilson 11 AUG 17*  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14829 OC**

PAGE 2 of 3	ORDER DATE 08/09/17
BUSINESS UNIT 9000	BUYER KRISTEN KOSCH (AS)
VENDOR NUMBER: 500895	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
4	10X13 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo Item Number:04153	5.0000	M	54.5000
5	10X15 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo Item Number:04161	5.0000	M	90.0900
6	12X15.5 KRAFT ENVELOPE REGULAR GUM SEALANT Make:Cenveo Item Number:93404	10.0000	M	110.0900
7	6X9 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo Item Number:76690	850.0000	M	33.7800
8	7.5X10.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo Item Number:04122	30.0000	M	123.1900
9	9X12 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo Item Number:04134	410.0000	M	52.7300
10	9.5X12.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo Item Number:4144	70.0000	M	56.7000
11	10X13 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo Item Number:04155	270.0000	M	56.1900
12	10X15 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo Item Number:139028	15.0000	M	159.1900

*kck*

BUYER INITIALS

# STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**14829 OC**

PAGE 3 of 3	ORDER DATE 08/09/17
BUSINESS UNIT 9000	BUYER KRISTEN KOSCH (AS)
VENDOR NUMBER: 500895	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
13	12X15.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make:Cenveo Item Number:139023	5.0000	M	179.4900
14	10% DISCOUNT FROM LIST PRICE OTHER BROWN KRAFT ENVELOPES Excludes Core List	1,000.0000	\$	1.0000

BUYER INITIALS

# State of Nebraska - INVITATION TO BID CONTRACT

Return to:  
State Purchasing Bureau  
1528 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: 402-471-6500  
Fax: 402-471-2089

Date	6/19/17	Page	1 of 3
Solicitation Number	5634 OF		
Opening Date and Time	07/10/17	2:00 pm	
Buyer	KRISTEN KOSCH (AS)		

### DESTINATION OF GOODS

AS MATERIEL - PRINT SHOP  
501 S 14TH ST LOWER LEVEL  
PO BOX 94847  
LINCOLN NE 68508-4847

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

\_\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver Brown Kraft Envelopes to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

(cp 6/16/17)

### INVITATION

#### CORE ITEMS

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	7X10 KRAFT ENVELOPE REGULAR GUM SEALANT Make: <u>Cenveo</u> Item Number: <u>138995</u>	5.0000	M	<u>142.17</u>	<u>710.85</u>
2	9X12 KRAFT ENVELOPE REGULAR GUM SEALANT Make: <u>Cenveo</u> Item Number: <u>04132</u>	20.0000	M	<u>44.62</u>	<u>892.40</u>
3	9.5X12.5 KRAFT ENVELOP REGULAR GUM SEALANT	30.0000	M	<u>63.26</u>	<u>1897.80</u>

#### BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: Net % 30 DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within 10 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign

D. Robinson

Here (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR#

Omaha Paper Co

VENDOR:

6936 L St

Address:

Omaha, NE 68007

Contact

Dan Robinson

Telephone

402-401-6825

Facsimile

402-331-3260

Email

Dan@OmahaPaperCo

# State of Nebraska - INVITATION TO BID CONTRACT

Return to:  
State Purchasing Bureau  
1528 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: 402-471-6500  
Fax: 402-471-2089

Date	6/19/17	Page	2 of 3
Solicitation Number	5634 OF		
Opening Date and Time	07/10/17	2:00 pm	
Buyer	KRISTEN KOSCH (AS)		

## DESTINATION OF GOODS

AS MATERIEL - PRINT SHOP  
501 S 14TH ST LOWER LEVEL  
PO BOX 94847  
LINCOLN NE 68508-4847

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Make: <u>Cenveo</u> Item Number: <u>04142</u>				
4	10X13 KRAFT ENVELOPE REGULAR GUM SEALANT Make: <u>Cenveo</u> Item Number: <u>04153</u>	5.0000	M	<u>54.50</u>	<u>272.50</u>
5	10X15 KRAFT ENVELOPE REGULAR GUM SEALANT Make: <u>Cenveo</u> Item Number: <u>04161</u>	5.0000	M	<u>90.09</u>	<u>450.45</u>
6	12X15.5 KRAFT ENVELOPE REGULAR GUM SEALANT Make: <u>Cenveo</u> Item Number: <u>93404</u>	10.0000	M	<u>110.09</u>	<u>1110.09</u>
7	6X9 SELF SEAL ENVELOPE LATEX GUM SEALANT Make: <u>Cenveo</u> Item Number: <u>76690</u>	850.0000	M	<u>33.78</u>	<u>28713.00</u>
8	7.5X10.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make: <u>Cenveo</u> Item Number: <u>04127</u>	30.0000	M	<u>123.19</u>	<u>3695.70</u>
9	9X12 SELF SEAL ENVELOPE LATEX GUM SEALANT Make: <u>Cenveo</u> Item Number: <u>04134</u>	410.0000	M	<u>52.73</u>	<u>21619.30</u>
10	9.5X12.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make: <u>Cenveo</u> Item Number: <u>04144</u>	70.0000	M	<u>56.70</u>	<u>3969.00</u>
11	10X13 SELF SEAL ENVELOPE LATEX GUM SEALANT Make: <u>Cenveo</u> Item Number: <u>04155</u>	270.0000	M	<u>56.19</u>	<u>15171.30</u>
12	10X15 SELF SEAL ENVELOPE LATEX GUM SEALANT	15.0000	M	<u>159.19</u>	<u>2387.85</u>

# State of Nebraska - INVITATION TO BID CONTRACT

Return to:  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: 402-471-6500  
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Date	6/19/17	Page	3 of 3
Solicitation Number	5634 OF		
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**DESTINATION OF GOODS**  
AS MATERIEL - PRINT SHOP  
501 S 14TH ST LOWER LEVEL  
PO BOX 94847  
LINCOLN NE 68508-4847

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Make: <u>Cewep</u> Item Number: <u>139028</u>				
13	12X15.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make: <u>Cewep</u> Item Number: <u>139023</u>	5.0000	M	<u>179.49</u>	<u>879.45</u>
<b>CATALOG/NON-CORE ITEMS</b>					
14	OTHER BROWN KRAFT ENVELOPES Discount from list price (excludes Core List). <u>10</u> %				



## INVITATION TO BID Number 5634-OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Invitation to Bid (ITB) for a commodity contract, ITB Number 5634 OF for the purpose of selecting a qualified Bidder to provide Brown Kraft Envelopes. Specifications can be found in Section V and VI. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

The term of the contract will be one (1) year commencing upon execution of the contract by the State and the Bidder (Parties)/notice to proceed. The Contract includes the option to renew for four (4) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

**INFORMATION PERTINENT TO THIS INVITATION TO BID CAN BE FOUND ON THE INTERNET AT:**  
<http://das.nebraska.gov/materiel/purchasing.html>.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.02, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the ITB, and the successful Bidder's bid or response will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov/>

In addition and in furtherance of the State's public records statute (Neb. Rev. Stat. § 84-712 et seq.) all bids or responses received regarding this ITB will be posted to the SPB website.

These postings will include the entire bid or response. Bidders must request that proprietary information be excluded from the posting. The Bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The Bidder must submit a **detailed written document showing** that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE BID OR RESPONSE IS PROPRIETARY. COST WILL NOT BE CONSIDERED PROPRIETARY AND IS A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the Bidder will be informed. It will be the Bidder's responsibility to defend the Bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, bid, or response to this ITB for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a bid or response to this ITB, specifically waives any copyright or other protection the contract, bid, or response to the ITB may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a bid or response to this ITB, and award of a contract. Failure to agree to the reservation and waiver will result in the bid or response to the ITB being found non-responsive and rejected.

**Any entity awarded a contract or submitting a bid or response to the ITB agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the bids and responses to the ITB, awards, and other documents.**

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## GLOSSARY OF TERMS

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State or other sources of testing standards, for measuring the effectiveness of products or goods and the means used for testing such performance.

**Addendum:** Something to be added or deleted to an existing document; a supplement.

**After Receipt of Order (ARO):** After Receipt of Order

**Agency:** Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

**Agent/Representative:** A person authorized to act on behalf of another.

**Amend:** To alter or change by adding, subtracting, or substituting.

**Amendment:** A written correction or alteration to a document.

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

**Award:** All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the ITB. The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple Bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**Bid:** The offer submitted by a vendor in a response to written solicitation.

**Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

**Bidder:** A vendor who submits an offer bid in response to a written solicitation.

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

**Business Day:** Any weekday, except State-recognized holidays.

**Calendar Day:** Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

**Cancellation:** To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

**Central Processing Unit (CPU):** Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

**Change Order:** Document that provides amendments to an executed purchase order.

**Collusion:** An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

**Commodities:** Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

**Commodities Description:** Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

**Competition:** The effort or action of two or more commercial interests to obtain the same business from third parties.

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Contract:** An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

**Contract Administration:** The management of the contract which includes and is not limited to contract signing, contract amendments

and any necessary legal actions.

**Contract Management:** The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

**Contract Period:** The duration of the contract.

**Contractor:** Any individual or entity having a contract or awarded purchase order to furnish commodities or goods.

**Cooperative Purchasing:** The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

**Copyright:** A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

**Critical Program Error:** Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those products or goods provided by a Contractor.

**Default:** The omission or failure to perform a contractual duty.

**Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

**Evaluation:** The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

**Evaluation Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/s (offers made in response to written solicitations).

**Extension:** Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

**Free on Board (F.O.B.) Point of Origin:** The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

**Foreign Corporation:** A foreign corporation that was organized and chartered under the laws of another state, government, or country.

**Installation Date:** The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the ITB, ITB (written solicitation) or contract are completed.

**Inside and In Place:** Delivery inside building or facility to the agency that made the purchase; also referred to as desktop delivery.

**Invalid Bid:** i.e., a fax or email response for a term contract.

**Invitation to Bid (ITB):** A written solicitation utilized for obtaining competitive offers.

**Late Bid:** An offer received after the Opening Date and Time.

**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

**Module (see System):** A collection of routines and data structures that perform a specific function of software.

**Move Update Service:** The Move Update standard is a means of reducing the number of mail pieces in a mailing that require forwarding or return by the periodic matching of a mailer's address records with change-of-address orders received and maintained by the Postal Service. **Must:** See Shall/Will/Must.

**National Change of Address Link (NCOALink):** A secure dataset containing millions of permanent change-of-address (COA) records consisting of the names and addresses of individuals, families, and businesses who have filed a COA. The product enables mailers who have purchased a license to process mailing lists and update them with the new addresses before using the lists for a mailing. The official product name is NCOALink.

**National Institute for Governmental Purchasing (NIGP):** National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and goods.

**Open Market Purchase:** Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

**Opening Date and Time:** Specified date and time for the public opening of received, labeled, and sealed formal bids.

**Operating System:** The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

**Outsourcing:** The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

**Payroll & Financial Center (PFC):** Electronic procurement system of record.

**Performance Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

**Platform:** A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

**Point of Contact (POC):** The person designated to receive communications and to communicate

**Pre-Bid/Pre-Proposal Conference:** A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

**Product:** Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

**Program Error:** Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

**Program Set:** The group of programs and products, including the Licensed Software specified in the ITB, plus any additional programs and products licensed by the State under the contract for use by the State.

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and goods to be provided under the contract.

**Proposal:** See Bid.

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and service no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

**Protest/Grievance:** A complaint about a governmental action or decision related to an ITB or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

**Public Bid Opening:** The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

**Recommended Hardware Configuration:** The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

**Release Date:** The date of public release of the written solicitation to seek offers

**Renewal Period:** Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

**Request for Information (RFI):** A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

**Responsible Bidder:** A Bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

**Responsive Bidder:** A Bidder who has submitted a bid which conforms to all requirements of the solicitation document.

**Shall/Will/Must:** An order/command; mandatory.

**Should:** Expected; suggested, but not necessarily mandatory.

**Software License:** Legal instrument with or without printed material that governs the use or redistribution of licensed software.

**Sole Source – Commodity:** When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

**Sole Source – Service:** A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

**Specifications:** The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

**System (see Module):** Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

**Termination:** Occurs when the contract expires or either party, pursuant to a power created by agreement or law puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

**Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

**Upgrade:** Any change that improves or alters the basic function of a product or service.

**United States Postal Service (USPS):** An abbreviation for the United States Postal Service.

**Vendor:** An individual or entity lawfully conducting business in the State, or licensed to do so, who seeks to provide goods or goods under the terms of a written solicitation.

**Vendor Performance Report:** A report issued to the Contractor by SPB when products or goods delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to SPB by the agency. The SPB shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

**Will:** See Shall/Will/Must.

**Work Day:** See Business Day.

**I. PROCUREMENT PROCEDURE**

**A. GENERAL INFORMATION**

The ITB is designed to solicit bids from qualified Bidders who will be responsible for providing Brown Kraft Envelopes at a competitive and reasonable cost. A detailed description can be found in Section V and VI.

Bids shall conform to all instructions, conditions, and requirements included in the ITB. Prospective Bidders are expected to carefully examine all documents, schedules, and requirements in this ITB, and respond to each requirement in the format prescribed. Bids may be found non-responsive if they do not conform to the ITB.

**B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS**

Procurement responsibilities related to this ITB reside with the SPB. The point of contact (POC) for the procurement is as follows:

Name: Kristen Kosch  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-6500  
  
E-Mail: [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

**C. COMMUNICATION WITH STATE STAFF**

From the date the ITB is issued until the Intent to Award is issued communication from the Bidder is limited to communication with the State Purchasing Bureau (SPB). Only SPB is empowered to make binding statements regarding this ITB. SPB will issue any clarifications or opinions regarding this ITB in writing. Only SPB can modify the ITB, answer questions, render opinions, and only the SPB can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this ITB. After the intent to award is issued the Bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the SPB; and
3. Contact required for negotiation and execution of the final contract.

Violation of these conditions may be cause to reject a Bidder's bid and/or withdraw an award.

**D. SCHEDULE OF EVENTS**

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release ITB	06/19/17
2.	Last day to submit written questions	06/22/17
3.	State responds to written questions through ITB "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	06/26/2017
4.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	07/10/2017 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	TBD
6.	Review period	TBD
7.	Post "Letter of Intent to Contract" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	TBD
8.	Contract finalization period	TBD
9.	Contract award	TBD
10.	Contractor start date	TBD



**E. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any ITB provision must be submitted in writing to the SPB and clearly marked "ITB Number 5634 OF; Brown Kraft Envelope Questions" SPB is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's bid is or might be developed. Bids will be evaluated without consideration of any known or unknown assumptions of a Bidder. The contract will not incorporate any known or unknown assumptions of a Bidder.

It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov), but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

ITB Section Reference	ITB Page Number	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

**F. RECYCLING (§ 81-15,159(d)(2))**

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers if available and suitable. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

**G. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)**

All Bidders must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

**H. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a Bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a bid on behalf of another party or entity;
5. Collude with any person or entity to influence the bidding process, submit sham bids, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State,

The Bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the Bidder throughout the bidding process, and throughout the term of this contract for the successful Bidder and their subcontractors.

**I. SPECIFICATIONS**

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The Materiel Administrator will be the sole judge of equivalency. The Bidder may offer any brands which meets or exceeds the specification. When a specific product is required, the ITB will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

**J. SAMPLES**

When requested, samples shall be furnished at the Bidder's expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the Bidder's name, the ITB number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the

bid. The State reserves the right to request samples even though this may not have been set forth in the ITB. Samples not destroyed in testing will be returned at Bidder's expense, if requested, or will be donated to a public institution.

**K. BID PREPARATION COSTS**

The State shall not incur any liability for any costs incurred by Bidders in replying to this ITB, including any activity related to bidding on this ITB.

**L. DISCOUNTS**

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

**M. PRICES**

Prices quoted on the ITB form or Cost Sheet shall remain fixed for 180 days of the contract period. Any request for a price increase subsequent to the 180 days must be submitted in writing to the SPB for approval, and be accompanied by documentation justifying the price increase. These documents include, but are not limited to: 1) invoices for physical components of contracted item(s) Further documentation may be required by the State to justify the increase. The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

**N. DEVIATIONS FROM THE INVITATION TO BID**

The requirements contained in the ITB (Sections II through VI) become a part of the terms and conditions of the contract resulting from this ITB. Any deviations from the ITB in Section II through VI must be clearly defined by the Bidder in its bid and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the ITB, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this ITB, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this ITB. The State discourages deviations and reserves the right to reject proposed deviations.

**O. ALTERNATE/EQUIVALENT BIDS**

Bidder may offer bids which are at variance from the express specifications of the ITB. The State reserves the right to consider and accept such bids if, in the judgment of the Materiel Administrator, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the ITB the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specification, and the Bidder shall be held liable therefore.

**P. VALID BID TIME**

Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the ITB.

**Q. LUMP SUM OR 'ALL OR NONE' BIDS**

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and Bidder declines to accept award on individual items; a "lump sum" bid is one in which the Bidder offers a lower price than the sum of the individual bids if all items are purchased, but agrees to deliver individual items at the prices quoted.

**R. BID REQUIREMENTS**

The bids will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Bids not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Commodity ITB form signed using an indelible method (electronic signatures are not acceptable);
2. Clarity and responsiveness of the bid;
3. Completed Sections II through VI ;
4. Completed ITB Form or State's Bid Sheet.

**S. FAILURE TO COMPLY WITH INVITATION TO BID**

Violation of the terms and conditions contained in this ITB or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a Bidder's bid;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; or,
6. Suspension of the Bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

**T. SUBMISSION OF BIDS**

**ALL BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE OR CONTAINER!**

Only one (1) original bid shall be submitted. Each bid should be in a separate envelope or container. Bid responses should include the completed Form A, "Bidder Contact Sheet". Bids must reference the ITB number and be sent to the specified address. Please note that the address label should appear as specified in Section II, Part A on the face of each container or Bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The ITB number must be included in all correspondence.

Emphasis should be concentrated on conformance to the ITB instructions, responsiveness to requirements, completeness, and clarity of content. If the Bidder's bid is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the bid as non-conforming.

By signing the "ITB" form, the Bidder guarantees compliance with the provisions stated in this ITB.

**U. EMAIL SUBMISSIONS**

The SPB will not accept bids by email except for one-time purchases under \$25,000.00. .

**V. BID CORRECTIONS**

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**W. LATE BIDS**

Bids received after the time and date of the bid opening will be considered late bids. Late bids will be returned unopened, if requested by the Bidder and at Bidder's expense. The State is not responsible for bids that are late or lost regardless of cause or fault.

**X. BID OPENING**

Anyone may attend the opening. It is considered a public opening. The Buyer will read the names of the respondents. Depending upon the complexity of the bid, the buyer may read the bids aloud or allow bids be available for viewing by the public during the bid opening. Once the bid opening has concluded, the bids will not be available for viewing until the Intent to Award has been posted. An initial bid tabulation will be posted to the website as soon as feasible. Information identified as proprietary by the submitting vendor, in accordance with the RFP/ITB and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the Public Records Act, or if ordered to release any withheld information, said information may then be released. The submitting bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released.

**Y. BID TABULATIONS**

Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>.

**Z. BEST AND FINAL OFFER**

The State reserves the right to request Best and Final Offers. However, a Bidder should provide its best offer in its original bid. Bidders should not expect that the State will request a best and final offer.

**AA. REFERENCE AND CREDIT CHECKS**

The State reserves the right to conduct and consider reference and credit checks. Reference or credit checks may be grounds to reject a bid, or withdraw an intent to award or award of a contract. The State reserves the right to use third parties to conduct reference and credit checks.

**BB. REJECTION OF BIDS**

The State reserves the right to reject any or all bids, wholly or in part, in the best interest of the State.

**CC. RESIDENT BIDDER**

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

**DD. AWARD**

All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the ITB. The State reserves the right to reject any or all bids, in whole or in part, or to award to multiple Bidders in whole or in part, and at its discretion, may withdraw or amend the ITB at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The ITB does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in bids, the bid opening date may be extended.

By submitting a bid in response to this ITB, the Bidder grants to the State the right to contact or arrange a visit in person with any or all of the Bidder's clients.

Once the Intent to Award decision has been made, an Intent to Award will be posted to the Internet at:  
<http://das.nebraska.gov/materiel/purchasing.htm>

The protest procedure is available on the Internet at:  
[http://das.nebraska.gov/materiel/purchase\\_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20\(2\).pdf](http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20(2).pdf)

Any protests must be filed by a vendor within ten (10) business days after the Intent to Award is posted to the Internet.

The State reserves the right to award contracts in a manner, and utilizing methods, selected in the State's best interest and discretion. The State may waive informalities or irregularities in bids if the waiver is in the best interest of the State and such waiver does not prejudice other Bidders in the State's discretion. After evaluation of the bids, the State may take, in the State's discretion, one or more of the following actions:

Accept or reject a portion of or all of a bid;  
Accept or reject all bids;  
Withdraw the ITB;  
Elect to rebid the ITB;  
Award single lines or multiple lines to one or more Bidders; or,  
Award one or more complete contracts.

The State reserves the right to make awards that are in the best interest of the State. The State may consider, but is not limited to, one (1) or more of the following award criteria:

Price;  
Location;  
Quality;  
Delivery time; and,  
State contract management requirements and/or costs.

**II. TERMS AND CONDITIONS**

**Bidders should complete Section II through VI as part of their bid.** Bidder is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Bidder should also provide an explanation of why the Bidder rejected the clause or rejected the clause and provided alternate language using 'Track Changes'. Upon request an electronic copy of the bid with 'Track Changes' must be submitted in an editable Word format. By signing the ITB Bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the bid. The State reserves the right to negotiate rejected or proposed alternative language. If the State and Bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the bid. The State is soliciting bids in response to the ITB. The State reserves the right to reject bids that attempt to substitute the Bidder's commercial contracts and/or documents for this ITB.

The Bidder should submit with their bid any license, user agreement, service level agreement, or similar documents that the Bidder wants incorporated in the Contract. Upon notice of Intent to Award, the Bidder must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the Bidder's bid. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums shall be interpreted as follows:

1. If only one (1) Party's document has a particular clause then that clause shall control;
2. If both Party's documents have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Party's documents have a similar clause, but the clauses conflict, the State's clause shall control.

**A. GENERAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
OR			

The contract resulting from this ITB shall incorporate the following documents:

1. Invitation to Bid and Addenda;
2. Amendments to the ITB;
3. Questions and Answers;
4. Contractor's bid (ITB);
5. Award;
6. The executed Contract and any Addenda; and,
7. Amendments to the Contract

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to ITB and any Questions and Answers, 4) the original ITB document and any Addenda, and 5) the Contractor's submitted Bid.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State.

**B. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
D.R.			

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

**C. GOVERNING LAW**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

**D. BEGINNING OF WORK**

The Contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

**E. CHANGE ORDERS OR SUBSTITUTIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
D.R.			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the ITB. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The State or Contractor may prepare a written description of the work required due to the change and the Contractor shall prepare an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's bid, were foreseeable, or result from difficulties with or failure of the Contractor's bid or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate

implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

Vendor will not substitute any item that has been awarded without prior written approval of SPB.

**F. BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	
DR			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

**G. NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
DR			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**H. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
DR			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

**I. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
D.R.			

**1. GENERAL**

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. SELF-INSURANCE (Statutory)**

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

**J. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
D.R.			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other party prevails.

**K. ASSIGNMENT, SALE, OR MERGER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
D.R.			

Either party may assign the contract upon mutual written agreement of the other party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.



**L. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
AR			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**M. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
AR			

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party, and shall have the burden of proof to justify the request. The other Party may granted the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event.

**N. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
AR			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**O. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
D.R.			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**P. CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
D.R.			

Upon termination of the contract for any reason the Contractor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor contractor, person or entity with the transfer of information or data related to this contract;

6. Return or vacate any state owned real or personal property;

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
O.P.			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's bid shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a sub-contractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the ITB response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 through 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by any contract resulting from this ITB.

**D. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
D.R.			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on the same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
D.R.			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**F. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
D.R.			

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**G. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
D.R.			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**H. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
D.R.			

By submitting a bid, Contractor certifies that there does not now exist a relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this ITB or project.

The Contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the delivery of its goods hereunder or which creates an actual or an appearance of conflict of interest.

The Contractor certifies that it will not employ any individual known by Contractor to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the ITB or project, or who had any influence on decisions affecting the ITB or project.

**I. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
D.R.			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**J. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
D.R.			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**IV. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
D.R.			

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

**B. TAXES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
D.R.			

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

**C. INVOICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
D.R.			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. An itemized invoice should be mailed to the address provided on the Purchase Order. Invoices should include the Purchase Order #. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**D. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
D.R.			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work



being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

If a simple inspection of the goods would reveal nonconformity, notice of nonconformity should be provided to the vendor as soon as reasonably practical, but not to exceed thirty (30) days from receipt of goods. This includes visual inspection of product to ensure packaging is not damaged, dented or compromised.

**E. PAYMENT (Statutory)**

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)**

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (Statutory)**

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds three percent of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

## **V. SCOPE OF WORK**

The Bidder must provide the following information in response to this ITB.

### **A. SCOPE**

It is the intent of this bid invitation to establish a contract to supply Brown Kraft Envelopes per the attached specifications from date of award for a period of one (1) year with the option to renew for an additional four, one (1) one-year periods when mutually agreeable to the vendor and the State. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State.

All items bid shall be of the latest manufacture in production as of the date of the ITB and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the Brown Kraft Envelopes whether or not they may be specifically mentioned below.

Complete specifications, manufacturer's current descriptive literature and/or advertising data sheets with cuts or photographs must be included with the bid for the IDENTICAL items proposed. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets must be supplied in writing on or attached to the bid document. If manufacturer's information necessary to show compliance with these specifications is not attached to the bid document, the Bidder may be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid.

### **B. AMENDMENT**

This Contract may be amended in writing, within scope, upon the agreement of both parties.

### **C. REVISIONS**

In the event any product is discontinued or replaced upon mutual consent during the contract period, the State reserves the right to amend this contract to include the alternate product at the same price.

**VI. INVITATION TO BID - TECHNICAL SPECIFICATIONS**

**A. BIDDER INSTRUCTIONS**

Bidder must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Bidder to qualify for the award.

"YES" response means the Bidder guarantees they can meet this condition.

"NO" response means the Bidder cannot meet this condition and will not be considered.

"NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Bidder's alternative is an acceptable alternative.

**B. NON-COMPLIANCE STATEMENT**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your quotation.
✓			2. It is the responsibility of Bidders to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this ITB by any Bidder.
✓			3. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State. Any ITB interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to <a href="mailto:as.materielpurchasing@nebraska.gov">AS Materiel Purchasing as.materielpurchasing@nebraska.gov</a> by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
<b>NOTES/COMMENTS:</b>			

**C. ENVELOPES/BROWN KRAFT**

YES	NO	NO & PROVIDE ALTERNATIVE	TECHNICAL SPECIFICATIONS
✓			1. 28# minimum basis weight
✓			2. Must be an open end envelope with center seam
✓			3. Closure must be of both latex/self-seal and dry gum
✓			4. Size of envelope must be consistent on all orders

✓			5.	All glue on envelopes must be guaranteed to seal envelope securely without damage or adhesion to document inside.
✓			a.	Glue is to have a shelf life of at least 18 months after receipt of delivery.
✓			b.	Glue must run in one continuous strip along envelope flap and applied evenly and envelopes with excessive glue may be rejected..
✓			c.	Gum flaps are closed and latex/self-seal must be open.
✓			6.	Envelope construction, size, and material must be compliant with all USPS regulations at time of order

NOTES/COMMENTS:

**D. COMPATIBILITY AND UNITED STATES POSTAL COMPLIANCE**

YES	NO	NO & PROVIDE ALTERNATIVE	TECHNICAL SPECIFICATIONS	
✓			1.	Envelopes must be constructed to run through a Bell & Howell Mailstar 500 Inserter.
✓			2.	Envelopes construction must be compliant with all USPS regulations.
✓			3.	Envelopes that fail to run to the State's satisfaction, for any reason, or fail to comply with USPS regulations, may be rejected in whole or in part. The vendor will credit the purchase price for all rejected envelopes within 15 days of a claim. Vendor may also be required to reimburse the State of Nebraska for any fines imposed or postage lost due to envelopes failing to meet the USPS regulations.
✓			4.	Manufacturing tolerances: Any number of these envelopes may be used in the automated mail to take advantage of USPS postal discounts for First Class Pre-sorted Mail and Business Mail, etc. These regulations are firm and do not allow for manufacturing tolerances. Vendor will be required to account for manufacturing tolerances prior to production, and envelopes supplied under this contract must meet all USPS regulations.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			5. Printing Services will provide updates to vendor of upcoming orders when possible to assist the vendor in maintaining inventory to meet delivery expectations. Successful vendor may be required to provide a monthly report to AS Printing Services that includes the number of envelopes on hand, in their warehouse, for the intended purposes of Printing Services. This report should be updated and may be submitted to Printing Services each time there is movement on the inventory.
NOTES/COMMENTS:			

**E. ANNUAL USAGE, ESTIMATED**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.
✓			2. Annual estimated usage. (See Attachment A)
NOTES/COMMENTS:			

**F. USAGE REPORT**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. The vendor shall, provide a quarterly usage report of this contract by state agencies and political subdivisions. Information will include agency name, item, and dollar amount. Information may be requested at any time by the SPB, as determined by the State.
NOTES/COMMENTS:			

**G. DELIVERY ARO**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Delivery desired within three (3) to seven (7) calendar days after receipt of order(s).
NOTES/COMMENTS:			

**H. DELIVER LOCATIONS/INSTRUCTIONS (BIDDER IS CERTIFYING THAT THEY CAN MEET THE DELIVER LOCATIONS/INSTRUCTIONS)**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Delivery locations are specified on each Purchase Order
✓			2. Delivery ~ Lincoln / Omaha Corporate Limits  FOB destination, Inside and In Place, Lincoln/Omaha corporate limits, as specified on each purchase order. If delays in delivery are anticipated, the vendor shall notify the ordering agency of the expected delivery date. The order may be cancelled if delivery time is unsatisfactory and the State may then procure from other sources and the contractor may be held responsible for any excess cost.
✓			3. Delivery ~ Outside the Lincoln / Omaha Corporate Limits  Deliveries outside the Lincoln/Omaha area are to be "FOB Destination, freight added and pre-paid."
✓			4. Delivery ~ All Deliveries Statewide  Delivery personnel will be required to deliver and off load all products to a specified area on the inside of the designated facility or dock. It will be the Vendor's responsibility to provide any equipment needed to complete the delivery process.
✓			a. Vendor's delivery personnel must wait for the order to be received, invoice(s) / packing slip(s) verified and signed with discrepancies (shortages, longs, damage, etc.) documented on the delivery invoice. Deliveries must be clearly marked with the purchase order number.
✓			b. At the time of delivery, a designated State of Nebraska employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.
NOTES/COMMENTS:			

I. PACKAGING

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Cartons are to be clearly marked with size, weight, color, quantity, and the purchase order number. Cartons must be of suitable size and of sufficient strength to protect the contents during shipping, handling and storage.
NOTES/COMMENTS:			

J. ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Orders will be placed either by, phone, fax, e-mail or Internet (if available and not to the exclusion of the other methods). All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.
NOTES/COMMENTS:			

K. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. A guarantee of satisfactory performance of the envelopes, performance of the supplier, and the supplier meeting delivery dates are all considered to be an integral part of the purchase contract resulting from this bid invitation. Failure to conform to these specification constitutes a breach of this contract, and the State of Nebraska may reject the entire order or any part thereof and recover damages of such a breach.
✓			a. Design and manufacture of the envelopes are to be in accordance with the specifications provided and envelopes must be of first quality, free of damage and/or defect, and be consistent through entire production run(s) and for the entire term of the contract.
✓			b. Product quality must meet specifications and be consistent through the term of the contract.
✓			c. Envelopes are to be free of defects, irregular size, yellowing, or sticking.
✓			d. Glue must be sufficient enough to seal the envelope securely without damage or adhesion to the document inside.
✓			e. Envelopes and glue line on the envelopes are to have a shelf life of at least 18 months after receipt of delivery.

✓			f. Envelopes must be constructed to run through Bell + Howell 775, 776, 825, Enduro and Mailstar 500 (MS500) and be compliant with all USPS regulations.
✓			g. Envelopes are to be fully guaranteed and may be returned for credit or replacement at the State's option for any reason, for 18 months after purchase with no additional charges for shipping or restocking. The State of Nebraska reserves the right to accept only envelopes it deems to meet the specifications. The vendor will not be compensated for rejected envelopes. Rejected envelopes will not count toward the required quantity.
✓			h. The size of each envelope must be consistent in each packaged box.
NOTES/COMMENTS:			

L. PRICES

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			<p>1. The State intends to enter into a Contract(s) for <b>Brown Kraft Envelopes</b> for state agencies and/or facilities. The contract(s) will be for a list of common use items identified as a Core List and additional items identified as a Catalog/Non-Core List. Catalog/Non-Core List items shall be represented by a catalog or current manufacturer price list(s) containing other Brown Kraft Envelopes not called out in the Core List as shown on the ITB.</p> <p>2. The Core List shall contain the most repetitively purchased <b>Brown Kraft Envelope</b> items and will represent those products which the State wishes to establish as standard items based upon their value to the State in terms of quality and price. The Core List shall be subject to a greater discount than the Catalog/Non-Core item list. The State will not accept substitutions on the products listed on the Core List.</p> <p>The Core List identifies the most commonly purchased items but is not a complete list of items purchased by the State, nor does it guarantee future purchase of these products. The State reserves the right to add or remove items from the Core Item list based on usage.</p>
✓			<p>3. Catalog/Non-Core List items are defined as those additional items available from the vendor not listed as part of the Core List. Prices for Catalog/Non-Core items shall be determined by applying the quoted discount for the item(s)/category to the manufacturer's current catalog or manufacturer price list(s). The discount percentage for the Catalog/Non-Core items shall remain firm for the duration of the contract period.</p> <p>All items not included on the Core List shall be considered Catalog/Non-Core Items.</p>
✓			<p>4. At the request of the State Purchasing Bureau, the vendor shall block availability on certain non-core items as identified by State Purchasing Bureau. Office paper products, printed labels, printing, mailing services, furniture</p>



✓			<p><b>5. PRICE – CORE LIST AND CATALOG/NON-CORE</b>  Core List prices quoted for delivery to Lincoln / Omaha Corporate Limits shall be net, including transportation and delivery charges fully prepaid by the vendor, FOB Destination to the ordering state facility/agency. Core List prices quoted for delivery outside of Lincoln / Omaha Corporate Limits should be FOB Destination, freight added and pre-paid. Core List pricing is to remain firm for the initial 90 calendar days of the contract. Any request for an increase must be submitted in writing to the State Purchasing Bureau a minimum of thirty (30) days prior to proposed effective date of increase and be accompanied by any/all supporting documentation such as a notification letter from the manufacturer indicating the percentage of increase. The supporting information must clearly establish the increase is for all customers, not to the State of Nebraska alone. Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract.</p> <p>Catalog/Non-Core for delivery to Lincoln / Omaha Corporate Limits item purchases shall be net, including transportation and delivery charges fully prepaid by the vendor, FOB Destination to the ordering state facility/agency. Core List prices quoted for delivery outside of Lincoln / Omaha Corporate Limits should be FOB Destination, freight added and pre-paid. Discount bid off of manufacturer's suggested list price shall remain fixed for the duration of the contract. During the life of the contract, there may be new manufacturer's list price schedules published. In the event this occurs, it will be necessary for the Contractor to supply the State Purchasing Bureau and any requesting agencies with one (1) copy of each as applicable. New catalog and/or price list(s) will be incorporated into the contract thirty (30) days after receipt by the State Purchasing Bureau.</p> <p>Discounts for Catalog/Non-Core items shall be applied to products available from the vendors catalog / price list.</p> <p>Prices quoted for products on the Core List and Catalog/Non-Core items shall be inclusive of all costs, to include but not limited to storage, processing and/or delivery throughout the State of Nebraska. Vendor cannot impose any additional service fees. Vendor shall inform the State Purchasing Bureau in the event of any unanticipated or overlooked contingency affecting pricing or contract performance.</p> <p>NO price increases are to be billed to the State facilities without prior written approval by the State Purchasing Bureau.</p> <p>The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined in the best interest of the State.</p> <p>It is understood and agreed that in the event of a reduction in the manufacturer's published standard price list for all or any portion of the proposed items, the State of Nebraska will be given full benefit of such decline in price immediately, including any promotional allowances offered to the balance of the trade during the contract period.</p>
✓			<p><b>6. CORE LIST PRICING</b>  Any quantities stated are estimated annual quantities and shall not be construed to be either a minimum or a maximum. Please pay special attention to the unit of measure.</p>
✓			<p><b>7. CATALOG/NON-CORE PRICING</b>  Prices for Catalog/Non-Core items shall be determined by applying the quoted discount for the item to the manufacturer's current catalog or price list. The percentage discount for the items shall remain firm for the</p>

✓			<p>duration of the contract period. Bidder must clearly state the date of the catalog or price list used and provide a copy of the catalog to the State Purchasing Bureau upon request.</p> <p>The pricing structure, consisting of all pricing formulas and pertinent information, for all non-core items must be clearly defined and documented for future auditing purposes.</p> <p>The percentage discount rate for Catalog/Non-Core items or categories will not decrease during the life of the contract.</p> <p>A firm percentage rate must be quoted--a range of percentages will not be considered.</p> <p>Catalog/Non- Core Categories have been identified as follows</p> <p style="padding-left: 40px;">a. Other Brown Kraft Envelopes (excluding core items)</p> <p><b>Office paper products, printed labels, printing, mailing services, nor furniture is to be made available for purchase by state agencies without approval from the State Purchasing Bureau and must be blocked in vendor's order system.</b></p>
✓			<p><b>8. PRICE LISTS AND CATALOGS</b> After award of the contract(s), the vendor(s) shall supply additional copies of the current catalog or price list used for this Invitation to Bid for distribution to any requesting state agency at no charge, within ten (10) days of request. Additional catalogs and/or price lists may be required and shall be provided without charge. Any catalog or price list revisions which occur during the duration of the contract shall be provided upon request without charge.</p>
✓			<p><b>9. USAGE REPORTS</b> Usage reports may be requested by the State Purchasing Bureau. The reporting period may be determined (monthly, quarterly, etc.) based on need and may include the following:</p> <p style="padding-left: 40px;">a. Fill rate information for core and non-core items, statewide and by agency to include the number of orders received, orders processed, back orders, and partially filled orders.</p> <p style="padding-left: 40px;">b. Usage reports by agency and statewide indicating the numbers of each core item and non-core item sold.</p> <p style="padding-left: 40px;">c. Any additional report the State Purchasing Bureau may deem necessary.</p>
✓			<p><b>10. SUBSTITUTION-CORE LIST AND CATALOG/NON-CORE</b> Vendor will not substitute any Core List item that has been awarded without prior approval of State Purchasing Bureau.</p>

**N. WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			<p>1. Contractor must warrant the average life expectancy supplies hereunder to be not less than that stated in the manufacturer's price list and agree to replace, without cost, all supplies failing to meet this requirement, except where the reduced life is due to conditions beyond the control of the Contractor. Defective parts or those damaged in shipment must be replaced by the Contractor at no charge to the State. The manufacturer's standard warranty shall apply and be in effect for at least one (1) year from the date the equipment was placed in service.</p>

NOTES/COMMENTS:

**O. SAMPLES**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			<p>1. Samples of materials bid may be required prior to an award, or at any time during the term of the contract. Samples are to be provided within five (5) business days of a written request. Failure to provide samples or samples not meeting the specifications may void the bid or constitute a breach of the contract resulting from this bid invitation.</p> <p>Upon a written request from the State of Nebraska Purchasing Bureau, sample(s) shall be shipped to:</p> <p>Attn: Kristen Kosch            1526 K Street Suite 130            Lincoln, NE 68508            Receiving hours are between 9:00AM and 4:00 P.M., Monday through Friday (excluding State holidays and / or as otherwise directed).</p>

**P. PERFORMANCE TESTING**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			<p>1. Samples of Brown Kraft Envelopes, in accordance with the specifications utilizing materials and features as bid, may be required prior to award. Samples of Brown Kraft Envelopes shall be provided at no cost to the State and will not be returned to the Bidder upon completion of testing conducted by the AS Print Shop. Bidder shall have five(5) business days to provide sample(s) upon the State's written request. Sample is to be of material and construction as bid. Failure to supply sample and/or sample(s) that do not meet specifications and/or fail any of the protocols/tests as outlined below, may be grounds to reject the bid. Bids may be rejected based on the quality of samples provided. Upon a written request from the State of Nebraska Purchasing Bureau, sample(s) shall be shipped to:</p> <p>Attn: Craig Van Slyke            Manager – Printing Services            501 S. 14<sup>th</sup> Street            Lower Level            Lincoln NE 68508</p> <p>Receiving hours are between 8:00 A.M. to 12:00 P.M. and 1:00 P.M. to 4:00 P.M., Monday through Friday (excluding State holidays and / or as otherwise directed).</p>
✓			<p>2. We will need 1,000 of each of the following size for testing</p> <ul style="list-style-type: none"> <li>a. 6" x 9"</li> <li>b. 9" x 12"</li> <li>c. 10" x 13"</li> </ul>

✓			3. Samples will be ran through standard inserting machines such as a Bell & Howell Mail star 500 Inserter and standard offset printing to include Halm Super Jet Envelope Press.
✓			4. Envelopes that show inconsistencies, regarding jamming, feeding, and glue patterns will be rejected
✓			5. Bidder may be responsible for costs to repair damage to equipment/systems attributable to products being tested. Test results will be available for review in State Purchasing. All samples and test results will remain the property of the State.

**NOTES/COMMENTS:**

**Q. SUBSTITUTIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	
✓			1. Vendor will not substitute any item that has been awarded without prior written approval of SPB.

**NOTES/COMMENTS:**

**R. SECRETARY OF STATE REGISTRATION REQUIREMENTS**

\*\*\*CHOOSE "YES" TO BEST ANSWER ONLY, CHOOSE "NO" FOR REMAINING LINES\*\*\*

YES	NO	*Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.
✓		<p>1. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <p style="margin-left: 40px;">a. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a></p> <p style="margin-left: 40px;">The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p style="margin-left: 40px;">b. If the Bidder indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p style="margin-left: 40px;">c. The Bidder understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.</p>
✓		<p>2. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required).</p>
✓		<p>3. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.</p>
✓		<p>4. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.</p>

**Form A**  
**Bidder Contact Sheet**  
**Invitation To Bid Number 5634 OF**

Form A should be completed and submitted with each response to this ITB. This is intended to provide the State with information on the Bidder's name and address, and the specific person(s) who are responsible for preparation of the Bidder's response.

Preparation of ITB Contact Information	
Bidder Name:	Omaha Paper Co.
Bidder Address:	
Contact Person & Title:	Dan Robinson
E-mail Address:	Dan@omahapaper.com
Telephone Number (Office):	402-401-6825
Telephone Number (Cellular):	
Fax Number:	402-331-3260

Each Bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the Bidder's response should become necessary.

Communication with the State Contact Information	
Bidder Name:	Same As Above
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

**ATTACHMENT A**

**BROWN KRAFT ENVELOPES**

<b>Description</b>	<b>Qty (M)</b>
7X10 REGULAR GUM SEALANT ENVELOPE	5
9X12 REGULAR GUM SEALANT ENVELOPE	406.5
9.5X12.5 REGULAR GUM SEALANT ENVELOPE	10
10X13 REGULAR GUM SEALANT ENVELOPE	3
10X15 REGULAR GUM SEALANT ENVELOPE	12
12X15.5 REGULAR GUM SEALANT ENVELOPE	10
6X9 LATEX GUM SEALANT ENVELOPE	839.5
7.5X10.5 LATEX GUM SEALANT ENVELOPE	28.5
9X12 LATEX GUM SEALANT ENVELOPE	410
9.5X12.5 LATEX GUM SEALANT ENVELOPE	68.5
10X13 LATEX GUM SEALANT ENVELOPE	265.5
10X15 LATEX GUM SEALANT ENVELOPE	15
12X15.5 LATEX GUM SEALANT ENVELOPE	5

**Quantities are either historical or estimated based on anticipated needs.**

## ADDENDUM TWO, QUESTIONS and ANSWERS, II

Date: July 6, 2017  
To: All Bidders  
From: Kristen Kosch, Buyer  
AS Materiel State Purchasing Bureau  
RE: Addendum for Invitation to Bid Number 5634 OF  
to be opened July 10th at 2:00 p.m. Central Time

---

### Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Invitation to Bid. The questions and answers are to be considered as part of the Invitation to Bid. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>Question</u>	<u>State Response</u>
1.	I was just wondering what the previously awarded price was for Brown Kraft Envelopes?	Please refer to past bid tabulation for ITB 4031 OF at <a href="http://das.nebraska.gov/materiel/purchasing/bidtab/4031of.pdf">http://das.nebraska.gov/materiel/purchasing/bidtab/4031of.pdf</a> .
2.		
3.		
4.		
5.		

This addendum will become part of the ITB and should be acknowledged with the Invitation to Bid.



**ADDENDUM ONE  
QUESTIONS and ANSWERS**

Date: June 26, 2017

To: All Bidders

From: Kristen Kosch, Buyer  
AS Materiel State Purchasing Bureau

RE: Addendum for Invitation to Bid 5634 OF  
to be opened July 10, 2017 at 2:00 p.m. Central Time

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No questions were received for ITB 5634 OF.

This addendum will become part of the bid and should be acknowledged with the ITB.

# State of Nebraska - INVITATION TO BID CONTRACT

Return to:  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: 402-471-6500  
Fax: 402-471-2089

Date	6/19/17	Page	1 of 3
Solicitation Number	5634 OF		
Opening Date and Time	07/10/17	2:00 pm	
Buyer	KRISTEN KOSCH (AS)		

## DESTINATION OF GOODS

AS MATERIEL - PRINT SHOP  
501 S 14TH ST LOWER LEVEL  
PO BOX 94847  
LINCOLN NE 68508-4847

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

\_\_\_\_ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. " Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver Brown Kraft Envelopes to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

(cp 6/16/17)

## INVITATION

### CORE ITEMS

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	7X10 KRAFT ENVELOPE REGULAR GUM SEALANT Make: _____ Item Number: _____	5.0000	M	_____	_____
2	9X12 KRAFT ENVELOPE REGULAR GUM SEALANT Make: _____ Item Number: _____	20.0000	M	_____	_____
3	9.5X12.5 KRAFT ENVELOPE REGULAR GUM SEALANT	30.0000	M	_____	_____

### BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: \_\_\_\_\_% \_\_\_\_\_ DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within \_\_\_\_\_ days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign \_\_\_\_\_

Here (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR# \_\_\_\_\_

VENDOR: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact \_\_\_\_\_

Telephone \_\_\_\_\_

Facsimile \_\_\_\_\_

Email \_\_\_\_\_

# State of Nebraska - INVITATION TO BID CONTRACT

Return to:  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: 402-471-6500  
Fax: 402-471-2089

Date	6/19/17	Page	2 of 3
Solicitation Number	5634 OF		
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## DESTINATION OF GOODS

AS MATERIEL - PRINT SHOP  
501 S 14TH ST LOWER LEVEL  
PO BOX 94847  
LINCOLN NE 68508-4847

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Make: _____ Item Number: _____				
4	10X13 KRAFT ENVELOPE REGULAR GUM SEALANT Make: _____ Item Number: _____	5.0000	M	_____	_____
5	10X15 KRAFT ENVELOPE REGULAR GUM SEALANT Make: _____ Item Number: _____	5.0000	M	_____	_____
6	12X15.5 KRAFT ENVELOPE REGULAR GUM SEALANT Make: _____ Item Number: _____	10.0000	M	_____	_____
7	6X9 SELF SEAL ENVELOPE LATEX GUM SEALANT Make: _____ Item Number: _____	850.0000	M	_____	_____
8	7.5X10.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make: _____ Item Number: _____	30.0000	M	_____	_____
9	9X12 SELF SEAL ENVELOPE LATEX GUM SEALANT Make: _____ Item Number: _____	410.0000	M	_____	_____
10	9.5X12.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make: _____ Item Number: _____	70.0000	M	_____	_____
11	10X13 SELF SEAL ENVELOPE LATEX GUM SEALANT Make: _____ Item Number: _____	270.0000	M	_____	_____
12	10X15 SELF SEAL ENVELOPE LATEX GUM SEALANT	15.0000	M	_____	_____

# State of Nebraska - INVITATION TO BID CONTRACT

Return to:  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: 402-471-6500  
Fax: 402-471-2089

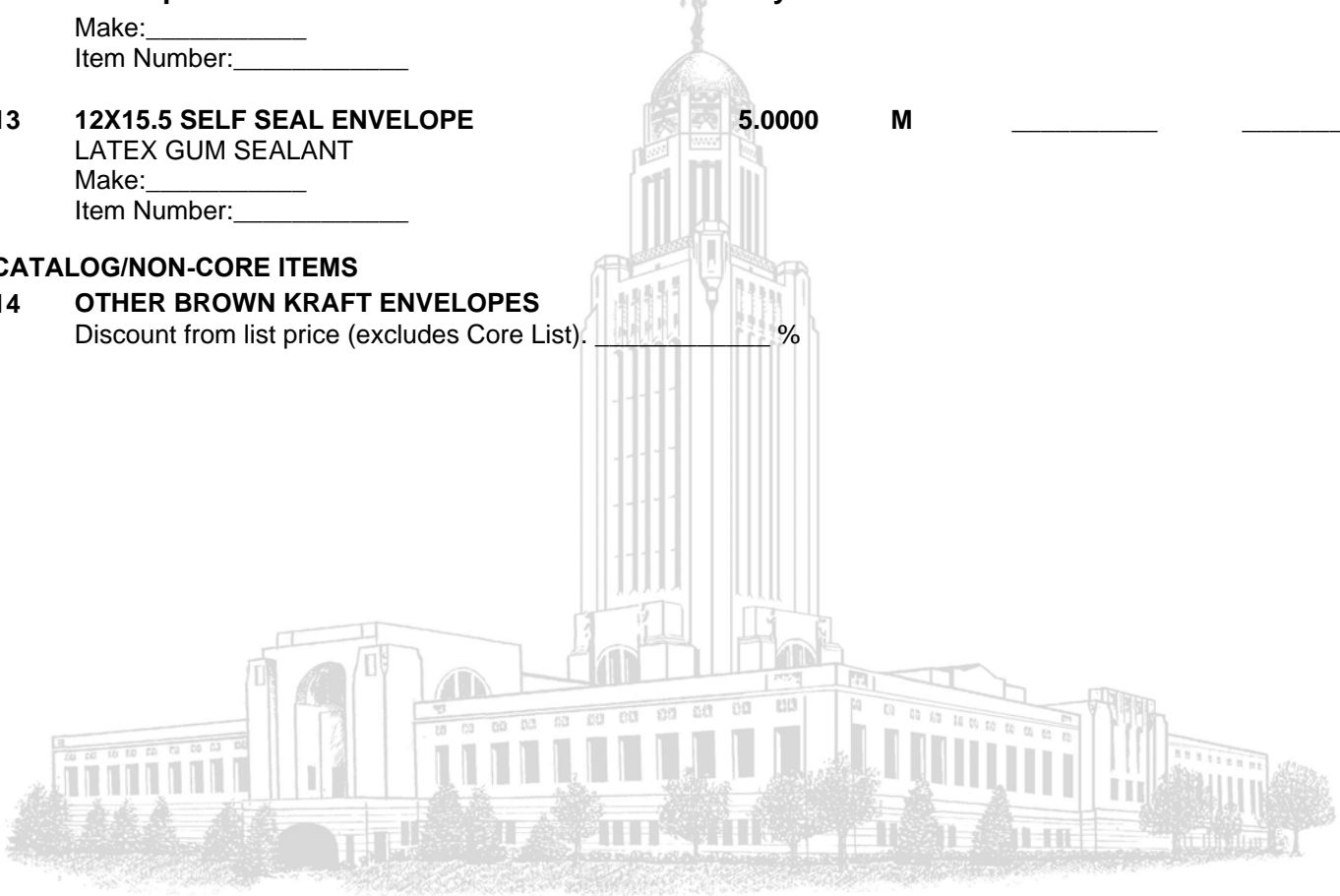
<b>Date</b>	6/19/17	<b>Page</b>	3 of 3
<b>Solicitation Number</b>	5634 OF		
<b>Opening Date and Time</b>	07/10/17	2:00 pm	
<b>Buyer</b>	KRISTEN KOSCH (AS)		

## DESTINATION OF GOODS

AS MATERIEL - PRINT SHOP  
501 S 14TH ST LOWER LEVEL  
PO BOX 94847  
LINCOLN NE 68508-4847

## INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Make: _____ Item Number: _____				
13	12X15.5 SELF SEAL ENVELOPE LATEX GUM SEALANT Make: _____ Item Number: _____	5.0000	M	_____	_____
<b>CATALOG/NON-CORE ITEMS</b>					
14	OTHER BROWN KRAFT ENVELOPES Discount from list price (excludes Core List).			_____ %	



# INVITATION TO BID

## Number 5634-OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Invitation to Bid (ITB) for a commodity contract, ITB Number 5634 OF for the purpose of selecting a qualified Bidder to provide Brown Kraft Envelopes. Specifications can be found in Section V and VI. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

The term of the contract will be one (1) year commencing upon execution of the contract by the State and the Bidder (Parties)/notice to proceed. The Contract includes the option to renew for four (4) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

**INFORMATION PERTINENT TO THIS INVITATION TO BID CAN BE FOUND ON THE INTERNET AT:**  
<http://das.nebraska.gov/materiel/purchasing.html>.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.02, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the ITB, and the successful Bidder's bid or response will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov/>

In addition and in furtherance of the State's public records statute (Neb. Rev. Stat. § 84-712 et seq.) all bids or responses received regarding this ITB will be posted to the SPB website.

These postings will include the entire bid or response. Bidders must request that proprietary information be excluded from the posting. The Bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The Bidder must submit a **detailed written document showing** that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE BID OR RESPONSE IS PROPRIETARY. COST WILL NOT BE CONSIDERED PROPRIETARY AND IS A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the Bidder will be informed. It will be the Bidder's responsibility to defend the Bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, bid, or response to this ITB for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a bid or response to this ITB, specifically waives any copyright or other protection the contract, bid, or response to the ITB may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a bid or response to this ITB, and award of a contract. Failure to agree to the reservation and waiver will result in the bid or response to the ITB being found non-responsive and rejected.

**Any entity awarded a contract or submitting a bid or response to the ITB agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the bids and responses to the ITB, awards, and other documents.**

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## GLOSSARY OF TERMS

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State or other sources of testing standards, for measuring the effectiveness of products or goods and the means used for testing such performance.

**Addendum:** Something to be added or deleted to an existing document; a supplement.

**After Receipt of Order (ARO):** After Receipt of Order

**Agency:** Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

**Agent/Representative:** A person authorized to act on behalf of another.

**Amend:** To alter or change by adding, subtracting, or substituting.

**Amendment:** A written correction or alteration to a document.

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

**Award:** All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the ITB. The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple Bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**Bid:** The offer submitted by a vendor in a response to written solicitation.

**Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

**Bidder:** A vendor who submits an offer bid in response to a written solicitation.

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

**Business Day:** Any weekday, except State-recognized holidays.

**Calendar Day:** Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

**Cancellation:** To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

**Central Processing Unit (CPU):** Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

**Change Order:** Document that provides amendments to an executed purchase order.

**Collusion:** An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

**Commodities:** Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

**Commodities Description:** Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

**Competition:** The effort or action of two or more commercial interests to obtain the same business from third parties.

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Contract:** An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

**Contract Administration:** The management of the contract which includes and is not limited to contract signing, contract amendments



and any necessary legal actions.

**Contract Management:** The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

**Contract Period:** The duration of the contract.

**Contractor:** Any individual or entity having a contract or awarded purchase order to furnish commodities or goods.

**Cooperative Purchasing:** The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

**Copyright:** A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

**Critical Program Error:** Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those products or goods provided by a Contractor.

**Default:** The omission or failure to perform a contractual duty.

**Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

**Evaluation:** The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

**Evaluation Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/s (offers made in response to written solicitations).

**Extension:** Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

**Free on Board (F.O.B.) Point of Origin:** The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

**Foreign Corporation:** A foreign corporation that was organized and chartered under the laws of another state, government, or country.

**Installation Date:** The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the ITB, ITB (written solicitation) or contract are completed.

**Inside and In Place:** Delivery inside building or facility to the agency that made the purchase; also referred to as desktop delivery.

**Invalid Bid:** i.e., a fax or email response for a term contract.

**Invitation to Bid (ITB):** A written solicitation utilized for obtaining competitive offers.

**Late Bid:** An offer received after the Opening Date and Time.

**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

**Module (see System):** A collection of routines and data structures that perform a specific function of software.

**Move Update Service:** The Move Update standard is a means of reducing the number of mail pieces in a mailing that require forwarding or return by the periodic matching of a mailer's address records with change-of-address orders received and maintained by the Postal Service. **Must:** See Shall/Will/Must.

**National Change of Address Link (NCOALink):** A secure dataset containing millions of permanent change-of-address (COA) records consisting of the names and addresses of individuals, families, and businesses who have filed a COA. The product enables mailers who have purchased a license to process mailing lists and update them with the new addresses before using the lists for a mailing. The official product name is NCOALink.

**National Institute for Governmental Purchasing (NIGP):** National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and goods.

**Open Market Purchase:** Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

**Opening Date and Time:** Specified date and time for the public opening of received, labeled, and sealed formal bids.

**Operating System:** The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

**Outsourcing:** The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

**Payroll & Financial Center (PFC):** Electronic procurement system of record.

**Performance Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

**Platform:** A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

**Point of Contact (POC):** The person designated to receive communications and to communicate

**Pre-Bid/Pre-Proposal Conference:** A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

**Product:** Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

**Program Error:** Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

**Program Set:** The group of programs and products, including the Licensed Software specified in the ITB, plus any additional programs and products licensed by the State under the contract for use by the State.

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and goods to be provided under the contract.

**Proposal:** See Bid.

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and service no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

**Protest/Grievance:** A complaint about a governmental action or decision related to an ITB or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

**Public Bid Opening:** The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

**Recommended Hardware Configuration:** The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

**Release Date:** The date of public release of the written solicitation to seek offers

**Renewal Period:** Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

**Request for Information (RFI):** A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

**Responsible Bidder:** A Bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

**Responsive Bidder:** A Bidder who has submitted a bid which conforms to all requirements of the solicitation document.

**Shall/Will/Must:** An order/command; mandatory.

**Should:** Expected; suggested, but not necessarily mandatory.

**Software License:** Legal instrument with or without printed material that governs the use or redistribution of licensed software.

**Sole Source – Commodity:** When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

**Sole Source – Service:** A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

**Specifications:** The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

**System (see Module):** Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

**Termination:** Occurs when the contract expires or either party, pursuant to a power created by agreement or law puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

**Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

**Upgrade:** Any change that improves or alters the basic function of a product of service.

**United States Postal Service (USPS):** An abbreviation for the United States Postal Service.

**Vendor:** An individual or entity lawfully conducting business in the State, or licensed to do so, who seeks to provide goods or goods under the terms of a written solicitation.

**Vendor Performance Report:** A report issued to the Contractor by SPB when products or goods delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to SPB by the agency. The SPB shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

**Will:** See Shall/Will/Must.

**Work Day:** See Business Day.

## I. PROCUREMENT PROCEDURE

### A. GENERAL INFORMATION

The ITB is designed to solicit bids from qualified Bidders who will be responsible for providing Brown Kraft Envelopes at a competitive and reasonable cost. A detailed description can be found in Section V and VI.

Bids shall conform to all instructions, conditions, and requirements included in the ITB. Prospective Bidders are expected to carefully examine all documents, schedules, and requirements in this ITB, and respond to each requirement in the format prescribed. Bids may be found non-responsive if they do not conform to the ITB.

### B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this ITB reside with the SPB. The point of contact (POC) for the procurement is as follows:

Name: Kristen Kosch  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-6500

E-Mail: [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

### C. COMMUNICATION WITH STATE STAFF

From the date the ITB is issued until the Intent to Award is issued communication from the Bidder is limited to communication with the State Purchasing Bureau (SPB). Only SPB is empowered to make binding statements regarding this ITB. SPB will issue any clarifications or opinions regarding this ITB in writing. Only SPB can modify the ITB, answer questions, render opinions, and only the SPB can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this ITB. After the intent to award is issued the Bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the SPB; and
3. Contact required for negotiation and execution of the final contract.

Violation of these conditions may be cause to reject a Bidder's bid and/or withdraw an award.

### D. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release ITB	06/19/17
2.	Last day to submit written questions	06/22/17
3.	State responds to written questions through ITB "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	06/26/2017
4.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	07/10/2017 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	TBD
6.	Review period	TBD
7.	Post "Letter of Intent to Contract" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	TBD
8.	Contract finalization period	TBD
9.	Contract award	TBD
10.	Contractor start date	TBD

**E. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any ITB provision must be submitted in writing to the SPB and clearly marked "ITB Number 5634 OF; Brown Kraft Envelope Questions". SPB is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's bid is or might be developed. Bids will be evaluated without consideration of any known or unknown assumptions of a Bidder. The contract will not incorporate any known or unknown assumptions of a Bidder.

It is preferred that questions be sent via e-mail to [as.materiel purchasing@nebraska.gov](mailto:as.materiel purchasing@nebraska.gov), but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

ITB Section Reference	ITB Page Number	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

**F. RECYCLING (§ 81-15,159(d)(2))**

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers if available and suitable. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

**G. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)**

All Bidders must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

**H. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a Bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a bid on behalf of another party or entity;
5. Collude with any person or entity to influence the bidding process, submit sham bids, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State,

The Bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the Bidder throughout the bidding process, and throughout the term of this contract for the successful Bidder and their subcontractors.

**I. SPECIFICATIONS**

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The Materiel Administrator will be the sole judge of equivalency. The Bidder may offer any brands which meets or exceeds the specification. When a specific product is required, the ITB will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

**J. SAMPLES**

When requested, samples shall be furnished at the Bidder's expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the Bidder's name, the ITB number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the

bid. The State reserves the right to request samples even though this may not have been set forth in the ITB. Samples not destroyed in testing will be returned at Bidder's expense, if requested, or will be donated to a public institution.

**K. BID PREPARATION COSTS**

The State shall not incur any liability for any costs incurred by Bidders in replying to this ITB, including any activity related to bidding on this ITB.

**L. DISCOUNTS**

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

**M. PRICES**

Prices quoted on the ITB form or Cost Sheet shall remain fixed for 180 days of the contract period. Any request for a price increase subsequent to the 180 days must be submitted in writing to the SPB for approval, and be accompanied by documentation justifying the price increase. These documents include, but are not limited to: 1) invoices for physical components of contracted item(s) Further documentation may be required by the State to justify the increase. The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

**N. DEVIATIONS FROM THE INVITATION TO BID**

The requirements contained in the ITB (Sections II through VI) become a part of the terms and conditions of the contract resulting from this ITB. Any deviations from the ITB in Section II through VI must be clearly defined by the Bidder in its bid and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the ITB, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this ITB, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this ITB. The State discourages deviations and reserves the right to reject proposed deviations.

**O. ALTERNATE/EQUIVALENT BIDS**

Bidder may offer bids which are at variance from the express specifications of the ITB. The State reserves the right to consider and accept such bids if, in the judgment of the Materiel Administrator, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the ITB the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specification, and the Bidder shall be held liable therefore.

**P. VALID BID TIME**

Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the ITB.

**Q. LUMP SUM OR 'ALL OR NONE' BIDS**

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and Bidder declines to accept award on individual items; a "lump sum" bid is one in which the Bidder offers a lower price than the sum of the individual bids if all items are purchased, but agrees to deliver individual items at the prices quoted.

**R. BID REQUIREMENTS**

The bids will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Bids not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Commodity ITB form signed using an indelible method (electronic signatures are not acceptable);
2. Clarity and responsiveness of the bid;
3. Completed Sections II through VI ;
4. Completed ITB Form or State's Bid Sheet.

**S. FAILURE TO COMPLY WITH INVITATION TO BID**

Violation of the terms and conditions contained in this ITB or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a Bidder's bid;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; or,
6. Suspension of the Bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

**T. SUBMISSION OF BIDS**

**ALL BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE OR CONTAINER!**

Only one (1) original bid shall be submitted. Each bid should be in a separate envelope or container. Bid responses should include the completed Form A, "Bidder Contact Sheet". Bids must reference the ITB number and be sent to the specified address. Please note that the address label should appear as specified in Section II, Part A on the face of each container or Bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The ITB number must be included in all correspondence.

Emphasis should be concentrated on conformance to the ITB instructions, responsiveness to requirements, completeness, and clarity of content. If the Bidder's bid is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the bid as non-conforming.

By signing the "ITB" form, the Bidder guarantees compliance with the provisions stated in this ITB.

**U. EMAIL SUBMISSIONS**

The SPB will not accept bids by email except for one-time purchases under \$25,000.00. .

**V. BID CORRECTIONS**

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**W. LATE BIDS**

Bids received after the time and date of the bid opening will be considered late bids. Late bids will be returned unopened, if requested by the Bidder and at Bidder's expense. The State is not responsible for bids that are late or lost regardless of cause or fault.

**X. BID OPENING**

Anyone may attend the opening. It is considered a public opening. The Buyer will read the names of the respondents. Depending upon the complexity of the bid, the buyer may read the bids aloud or allow bids be available for viewing by the public during the bid opening. Once the bid opening has concluded, the bids will not be available for viewing until the Intent to Award has been posted. An initial bid tabulation will be posted to the website as soon as feasible. Information identified as proprietary by the submitting vendor, in accordance with the RFP/ITB and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released.

**Y. BID TABULATIONS**

Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>.

**Z. BEST AND FINAL OFFER**

The State reserves the right to request Best and Final Offers. However, a Bidder should provide its best offer in its original bid. Bidders should not expect that the State will request a best and final offer.

**AA. REFERENCE AND CREDIT CHECKS**

The State reserves the right to conduct and consider reference and credit checks. Reference or credit checks may be grounds to reject a bid, or withdraw an intent to award or award of a contract. The State reserves the right to use third parties to conduct reference and credit checks.

**BB. REJECTION OF BIDS**

The State reserves the right to reject any or all bids, wholly or in part, in the best interest of the State.

**CC. RESIDENT BIDDER**

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

**DD. AWARD**

All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the ITB. The State reserves the right to reject any or all bids, in whole or in part, or to award to multiple Bidders in whole or in part, and at its discretion, may withdraw or amend the ITB at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The ITB does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in bids, the bid opening date may be extended.

By submitting a bid in response to this ITB, the Bidder grants to the State the right to contact or arrange a visit in person with any or all of the Bidder's clients.

Once the Intent to Award decision has been made, an Intent to Award will be posted to the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

The protest procedure is available on the Internet at:

[http://das.nebraska.gov/materiel/purchase\\_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20\(2\).pdf](http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20(2).pdf)

Any protests must be filed by a vendor within ten (10) business days after the Intent to Award is posted to the Internet.

The State reserves the right to award contracts in a manner, and utilizing methods, selected in the State's best interest and discretion. The State may waive informalities or irregularities in bids if the waiver is in the best interest of the State and such waiver does not prejudice other Bidders in the State's discretion. After evaluation of the bids, the State may take, in the State's discretion, one or more of the following actions:

Accept or reject a portion of or all of a bid;  
Accept or reject all bids;  
Withdraw the ITB;  
Elect to rebid the ITB;  
Award single lines or multiple lines to one or more Bidders; or,  
Award one or more complete contracts.

The State reserves the right to make awards that are in the best interest of the State. The State may consider, but is not limited to, one (1) or more of the following award criteria:

Price;  
Location;  
Quality;  
Delivery time; and,  
State contract management requirements and/or costs.



**II. TERMS AND CONDITIONS**

**Bidders should complete Section II through VI as part of their bid.** Bidder is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Bidder should also provide an explanation of why the Bidder rejected the clause or rejected the clause and provided alternate language using 'Track Changes'. Upon request an electronic copy of the bid with 'Track Changes' must be submitted in an editable Word format. By signing the ITB Bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the bid. The State reserves the right to negotiate rejected or proposed alternative language. If the State and Bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the bid. The State is soliciting bids in response to the ITB. The State reserves the right to reject bids that attempt to substitute the Bidder's commercial contracts and/or documents for this ITB.

The Bidder should submit with their bid any license, user agreement, service level agreement, or similar documents that the Bidder wants incorporated in the Contract. Upon notice of Intent to Award, the Bidder must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the Bidder's bid. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums shall be interpreted as follows:

1. If only one (1) Party's document has a particular clause then that clause shall control;
2. If both Party's documents have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Party's documents have a similar clause, but the clauses conflict, the State's clause shall control.

**A. GENERAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The contract resulting from this ITB shall incorporate the following documents:

1. Invitation to Bid and Addenda;
2. Amendments to the ITB;
3. Questions and Answers;
4. Contractor's bid (ITB);
5. Award;
6. The executed Contract and any Addenda; and,
7. Amendments to the Contract

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to ITB and any Questions and Answers, 4) the original ITB document and any Addenda, and 5) the Contractor's submitted Bid.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State.

**B. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

**C. GOVERNING LAW**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

**D. BEGINNING OF WORK**

The Contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

**E. CHANGE ORDERS OR SUBSTITUTIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the ITB. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The State or Contractor may prepare a written description of the work required due to the change and the Contractor shall prepare an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's bid, were foreseeable, or result from difficulties with or failure of the Contractor's bid or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate

implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

Vendor will not substitute any item that has been awarded without prior written approval of SPB.

**F. BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

**G. NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**H. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

**I. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

**1. GENERAL**

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. SELF-INSURANCE (Statutory)**

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

**J. ATTORNEY’S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other party prevails.

**K. ASSIGNMENT, SALE, OR MERGER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Either party may assign the contract upon mutual written agreement of the other party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor’s business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**L. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**M. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party, and shall have the burden of proof to justify the request. The other Party may granted the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event.

**N. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**O. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**P. CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Upon termination of the contract for any reason the Contractor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor contractor, person or entity with the transfer of information or data related to this contract;

6. Return or vacate any state owned real or personal property;

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or person property, or information or data owned by the Contractor for which the State has no legal claim.

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's bid shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a sub-contractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.



**B. EMPLOYEE WORK ELIGIBILITY STATUS**

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the ITB response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 through 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by any contract resulting from this ITB.

**D. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on the same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**F. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**G. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**H. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

By submitting a bid, Contractor certifies that there does not now exist a relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this ITB or project.

The Contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the delivery of its goods hereunder or which creates an actual or an appearance of conflict of interest.

The Contractor certifies that it will not employ any individual known by Contractor to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the ITB or project, or who had any influence on decisions affecting the ITB or project.

**I. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**J. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**IV. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

**B. TAXES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

**C. INVOICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. An itemized invoice should be mailed to the address provided on the Purchase Order. Invoices should include the Purchase Order #. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**D. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work

being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

If a simple inspection of the goods would reveal nonconformity, notice of nonconformity should be provided to the vendor as soon as reasonably practical, but not to exceed thirty (30) days from receipt of goods. This includes visual inspection of product to ensure packaging is not damaged, dented or compromised.

**E. PAYMENT (Statutory)**

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)**

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (Statutory)**

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds three percent of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

## **V. SCOPE OF WORK**

The Bidder must provide the following information in response to this ITB.

### **A. SCOPE**

It is the intent of this bid invitation to establish a contract to supply Brown Kraft Envelopes per the attached specifications from date of award for a period of one (1) year with the option to renew for an additional four, one (1) one-year periods when mutually agreeable to the vendor and the State. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State.

All items bid shall be of the latest manufacture in production as of the date of the ITB and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the Brown Kraft Envelopes whether or not they may be specifically mentioned below.

Complete specifications, manufacturer's current descriptive literature and/or advertising data sheets with cuts or photographs must be included with the bid for the IDENTICAL items proposed. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets must be supplied in writing on or attached to the bid document. If manufacturer's information necessary to show compliance with these specifications is not attached to the bid document, the Bidder may be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid.

### **B. AMENDMENT**

This Contract may be amended in writing, within scope, upon the agreement of both parties.

### **C. REVISIONS**

In the event any product is discontinued or replaced upon mutual consent during the contract period, the State reserves the right to amend this contract to include the alternate product at the same price.

**VI. INVITATION TO BID - TECHNICAL SPECIFICATIONS**

**A. BIDDER INSTRUCTIONS**

Bidder must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Bidder to qualify for the award.

“YES” response means the Bidder guarantees they can meet this condition.

“NO” response means the Bidder cannot meet this condition and will not be considered.

“NO & PROVIDE ALTERNATIVE” responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Bidder’s ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Bidder’s alternative is an acceptable alternative.

**B. NON-COMPLIANCE STATEMENT**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your quotation.
			2. It is the responsibility of Bidders to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this ITB by any Bidder.
			3. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State. Any ITB interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to AS Materiel Purchasing <a href="mailto:as.materielpurchasing@nebraska.gov">as.materielpurchasing@nebraska.gov</a> by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).

**NOTES/COMMENTS:**

**C. ENVELOPES/BROWN KRAFT**

YES	NO	NO & PROVIDE ALTERNATIVE	TECHNICAL SPECIFICATIONS
			1. 28# minimum basis weight
			2. Must be an open end envelope with center seam
			3. Closure must be of both latex/self-seal and dry gum
			4. Size of envelope must be consistent on all orders

			<b>5.</b> All glue on envelopes must be guaranteed to seal envelope securely without damage or adhesion to document inside.
			<b>a.</b> Glue is to have a shelf life of at least 18 months after receipt of delivery.
			<b>b.</b> Glue must run in one continuous strip along envelope flap and applied evenly and envelopes with excessive glue may be rejected..
			<b>c.</b> Gum flaps are closed and latex/self-seal must be open.
			<b>6.</b> Envelope construction, size, and material must be compliant with all USPS regulations at time of order
<b>NOTES/COMMENTS:</b>			

**D. COMPATIBILITY AND UNITED STATES POSTAL COMPLIANCE**

YES	NO	NO & PROVIDE ALTERNATIVE	TECHNICAL SPECIFICATIONS
			<b>1.</b> Envelopes must be constructed to run through a Bell & Howell Mailstar 500 Inserter.
			<b>2.</b> Envelopes construction must be compliant with all USPS regulations.
			<b>3.</b> Envelopes that fail to run to the State's satisfaction, for any reason, or fail to comply with USPS regulations, may be rejected in whole or in part. The vendor will credit the purchase price for all rejected envelopes within 15 days of a claim. Vendor may also be required to reimburse the State of Nebraska for any fines imposed or postage lost due to envelopes failing to meet the USPS regulations.
			<b>4.</b> Manufacturing tolerances: Any number of these envelopes may be used in the automated mail to take advantage of USPS postal discounts for First Class Pre-sorted Mail and Business Mail, etc. These regulations are firm and do not allow for manufacturing tolerances. Vendor will be required to account for manufacturing tolerances prior to production, and envelopes supplied under this contract must meet all USPS regulations.
<b>NOTES/COMMENTS:</b>			



YES	NO	NO & PROVIDE ALTERNATIVE	
			5. Printing Services will provide updates to vendor of upcoming orders when possible to assist the vendor in maintaining inventory to meet delivery expectations. Successful vendor may be required to provide a monthly report to AS Printing Services that includes the number of envelopes on hand, in their warehouse, for the intended purposes of Printing Services. This report should be updated and may be submitted to Printing Services each time there is movement on the inventory.
NOTES/COMMENTS:			

**E. ANNUAL USAGE, ESTIMATED**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.
			2. Annual estimated usage. (See Attachment A)
NOTES/COMMENTS:			

**F. USAGE REPORT**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. The vendor shall, provide a quarterly usage report of this contract by state agencies and political subdivisions. Information will include agency name, item, and dollar amount. Information may be requested at any time by the SPB, as determined by the State.
NOTES/COMMENTS:			

**G. DELIVERY ARO**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Delivery desired within three (3) to seven (7) calendar days after receipt of order(s).
NOTES/COMMENTS:			

**H. DELIVER LOCATIONS/INSTRUCTIONS (BIDDER IS CERTIFYING THAT THEY CAN MEET THE DELIVER LOCATIONS/INSTRUCTIONS)**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Delivery locations are specified on each Purchase Order
			2. Delivery ~ Lincoln / Omaha Corporate Limits  FOB destination, Inside and In Place, Lincoln/Omaha corporate limits, as specified on each purchase order. If delays in delivery are anticipated, the vendor shall notify the ordering agency of the expected delivery date. The order may be cancelled if delivery time is unsatisfactory and the State may then procure from other sources and the contractor may be held responsible for any excess cost.
			3. Delivery ~ Outside the Lincoln / Omaha Corporate Limits  Deliveries outside the Lincoln/Omaha area are to be "FOB Destination, freight added and pre-paid."
			4. Delivery ~ All Deliveries Statewide  Delivery personnel will be required to deliver and off load all products to a specified area on the inside of the designated facility or dock. It will be the Vendor's responsibility to provide any equipment needed to complete the delivery process.
			a. Vendor's delivery personnel must wait for the order to be received, invoice(s) / packing slip(s) verified and signed with discrepancies (shortages, longs, damage, etc.) documented on the delivery invoice. Deliveries must be clearly marked with the purchase order number.
			b. At the time of delivery, a designated State of Nebraska employee will sign the "invoice/packing slip." This signature will only indicate that the order has been received and that the items actually delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.
NOTES/COMMENTS:			

**I. PACKAGING**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Cartons are to be clearly marked with size, weight, color, quantity, and the purchase order number. Cartons must be of suitable size and of sufficient strength to protect the contents during shipping, handling and storage.
NOTES/COMMENTS:			

**J. ORDERS**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Orders will be placed either by, phone, fax, e-mail or Internet (if available and not to the exclusion of the other methods). All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order.
NOTES/COMMENTS:			

**K. QUALITY**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. A guarantee of satisfactory performance of the envelopes, performance of the supplier, and the supplier meeting delivery dates are all considered to be an integral part of the purchase contract resulting from this bid invitation. Failure to conform to these specification constitutes a breach of this contract, and the State of Nebraska may reject the entire order or any part thereof and recover damages of such a breach.
			a. Design and manufacture of the envelopes are to be in accordance with the specifications provided and envelopes must be of first quality, free of damage and/or defect, and be consistent through entire production run(s) and for the entire term of the contract.
			b. Product quality must meet specifications and be consistent through the term of the contract.
			c. Envelopes are to be free of defects, irregular size, yellowing, or sticking.
			d. Glue must be sufficient enough to seal the envelope securely without damage or adhesion to the document inside.
			e. Envelopes and glue line on the envelopes are to have a shelf life of at least 18 months after receipt of delivery.

			<b>f.</b> Envelopes must be constructed to run through Bell + Howell 775, 776, 825, Enduro and Mailstar 500 (MS500) and be compliant with all USPS regulations.
			<b>g.</b> Envelopes are to be fully guaranteed and may be returned for credit or replacement at the State's option for any reason, for 18 months after purchase with no additional charges for shipping or restocking. The State of Nebraska reserves the right to accept only envelopes it deems to meet the specifications. The vendor will not be compensated for rejected envelopes. Rejected envelopes will not count toward the required quantity.
			<b>h.</b> The size of each envelope must be consistent in each packaged box.
<b>NOTES/COMMENTS:</b>			

**L. PRICES**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p><b>1.</b> The State intends to enter into a Contract(s) for <b>Brown Kraft Envelopes</b> for state agencies and/or facilities. The contract(s) will be for a list of common use items identified as a Core List and additional items identified as a Catalog/Non-Core List. Catalog/Non-Core List items shall be represented by a catalog or current manufacturer price list(s) containing other Brown Kraft Envelopes not called out in the Core List as shown on the ITB.</p> <p><b>2.</b> The Core List shall contain the most repetitively purchased <b>Brown Kraft Envelope</b> items and will represent those products which the State wishes to establish as standard items based upon their value to the State in terms of quality and price. The Core List shall be subject to a greater discount than the Catalog/Non-Core item list. The State will not accept substitutions on the products listed on the Core List.</p> <p>The Core List identifies the most commonly purchased items but is not a complete list of items purchased by the State, nor does it guarantee future purchase of these products. The State reserves the right to add or remove items from the Core Item list based on usage.</p>
			<p><b>3.</b> Catalog/Non-Core List items are defined as those additional items available from the vendor not listed as part of the Core List. Prices for Catalog/Non-Core items shall be determined by applying the quoted discount for the item(s)/category to the manufacturer's current catalog or manufacturer price list(s). The discount percentage for the Catalog/Non-Core items shall remain firm for the duration of the contract period.</p> <p>All items not included on the Core List shall be considered Catalog/Non-Core Items.</p>
			<p><b>4.</b> At the request of the State Purchasing Bureau, the vendor shall block availability on certain non-core items as identified by State Purchasing Bureau. Office paper products, printed labels, printing, mailing services, furniture</p>

			<p><b>5. PRICE – CORE LIST AND CATALOG/NON-CORE</b>  Core List prices quoted for delivery to Lincoln / Omaha Corporate Limits shall be net, including transportation and delivery charges fully prepaid by the vendor, FOB Destination to the ordering state facility/agency. Core List prices quoted for delivery outside of Lincoln / Omaha Corporate Limits should be FOB Destination, freight added and pre-paid. Core List pricing is to remain firm for the initial 90 calendar days of the contract. Any request for an increase must be submitted in writing to the State Purchasing Bureau a minimum of thirty (30) days prior to proposed effective date of increase and be accompanied by any/all supporting documentation such as a notification letter from the manufacturer indicating the percentage of increase. The supporting information must clearly establish the increase is for all customers, not to the State of Nebraska alone. Further documentation may be required by the State, to authenticate the increase (such as manufacturer invoices). Failure to supply any requested supporting documentation may be grounds to cancel the contract.</p> <p>Catalog/Non-Core for delivery to Lincoln / Omaha Corporate Limits item purchases shall be net, including transportation and delivery charges fully prepaid by the vendor, FOB Destination to the ordering state facility/agency. Core List prices quoted for delivery outside of Lincoln / Omaha Corporate Limits should be FOB Destination, freight added and pre-paid. Discount bid off of manufacturer's suggested list price shall remain fixed for the duration of the contract. During the life of the contract, there may be new manufacturer's list price schedules published. In the event this occurs, it will be necessary for the Contractor to supply the State Purchasing Bureau and any requesting agencies with one (1) copy of each as applicable. New catalog and/or price list(s) will be incorporated into the contract thirty (30) days after receipt by the State Purchasing Bureau.</p> <p>Discounts for Catalog/Non-Core items shall be applied to products available from the vendors catalog / price list.</p> <p>Prices quoted for products on the Core List and Catalog/Non-Core items shall be inclusive of all costs, to include but not limited to storage, processing and/or delivery throughout the State of Nebraska. Vendor cannot impose any additional service fees. Vendor shall inform the State Purchasing Bureau in the event of any unanticipated or overlooked contingency affecting pricing or contract performance.</p> <p>NO price increases are to be billed to the State facilities without prior written approval by the State Purchasing Bureau.</p> <p>The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined in the best interest of the State.</p> <p>It is understood and agreed that in the event of a reduction in the manufacturer's published standard price list for all or any portion of the proposed items, the State of Nebraska will be given full benefit of such decline in price immediately, including any promotional allowances offered to the balance of the trade during the contract period.</p>
			<p><b>6. CORE LIST PRICING</b>  Any quantities stated are estimated annual quantities and shall not be construed to be either a minimum or a maximum. Please pay special attention to the unit of measure.</p>
			<p><b>7. CATALOG/NON-CORE PRICING</b>  Prices for Catalog/Non-Core items shall be determined by applying the quoted discount for the item to the manufacturer's current catalog or price list. The percentage discount for the items shall remain firm for the</p>

			<p>duration of the contract period. Bidder must clearly state the date of the catalog or price list used and provide a copy of the catalog to the State Purchasing Bureau upon request.</p> <p>The pricing structure, consisting of all pricing formulas and pertinent information, for all non-core items must be clearly defined and documented for future auditing purposes.</p> <p>The percentage discount rate for Catalog/Non-Core items or categories will not decrease during the life of the contract.</p> <p>A firm percentage rate must be quoted--a range of percentages will not be considered.</p> <p>Catalog/Non- Core Categories have been identified as follows</p> <p style="padding-left: 40px;">a. Other Brown Kraft Envelopes (excluding core items)</p> <p><b>Office paper products, printed labels, printing, mailing services, nor furniture is to be made available for purchase by state agencies without approval from the State Purchasing Bureau and must be blocked in vendor's order system.</b></p>
			<p><b>8. PRICE LISTS AND CATALOGS</b> After award of the contract(s), the vendor(s) shall supply additional copies of the current catalog or price list used for this Invitation to Bid for distribution to any requesting state agency at no charge, within ten (10) days of request. Additional catalogs and/or price lists may be required and shall be provided without charge. Any catalog or price list revisions which occur during the duration of the contract shall be provided upon request without charge.</p>
			<p><b>9. USAGE REPORTS</b> Usage reports may be requested by the State Purchasing Bureau. The reporting period may be determined (monthly, quarterly, etc.) based on need and may include the following:</p> <p style="padding-left: 40px;"><b>a.</b> Fill rate information for core and non-core items, statewide and by agency to include the number of orders received, orders processed, back orders, and partially filled orders.</p> <p style="padding-left: 40px;"><b>b.</b> Usage reports by agency and statewide indicating the numbers of each core item and non-core item sold.</p> <p style="padding-left: 40px;"><b>c.</b> Any additional report the State Purchasing Bureau may deem necessary.</p>
			<p><b>10. SUBSTITUTION-CORE LIST AND CATALOG/NON-CORE</b> Vendor will not substitute any Core List item that has been awarded without prior approval of State Purchasing Bureau.</p>

**N. WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p><b>1.</b> Contractor must warrant the average life expectancy supplies hereunder to be not less than that stated in the manufacturer's price list and agree to replace, without cost, all supplies failing to meet this requirement, except where the reduced life is due to conditions beyond the control of the Contractor. Defective parts or those damaged in shipment must be replaced by the Contractor at no charge to the State. The manufacturer's standard warranty shall apply and be in effect for at least one (1) year from the date the equipment was placed in service.</p>

**NOTES/COMMENTS:**

**O. SAMPLES**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Samples of materials bid may be required prior to an award, or at any time during the term of the contract. Samples are to be provided within five (5) business days of a written request. Failure to provide samples or samples not meeting the specifications may void the bid or constitute a breach of the contract resulting from this bid invitation.</p> <p>Upon a written request from the State of Nebraska Purchasing Bureau, sample(s) shall be shipped to:</p> <p>Attn: Kristen Kosch            1526 K Street Suite 130            Lincoln, NE 68508            Receiving hours are between 9:00AM and 4:00 P.M., Monday through Friday (excluding State holidays and / or as otherwise directed).</p>

**P. PERFORMANCE TESTING**

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Samples of Brown Kraft Envelopes, in accordance with the specifications utilizing materials and features as bid, may be required prior to award. Samples of Brown Kraft Envelopes shall be provided at no cost to the State and will not be returned to the Bidder upon completion of testing conducted by the AS Print Shop. Bidder shall have five(5) business days to provide sample(s) upon the State's written request. Sample is to be of material and construction as bid. Failure to supply sample and/or sample(s) that do not meet specifications and/or fail any of the protocols/tests as outlined below, may be grounds to reject the bid. Bids may be rejected based on the quality of samples provided. Upon a written request from the State of Nebraska Purchasing Bureau, sample(s) shall be shipped to:</p> <p>Attn: Craig Van Slyke            Manager – Printing Services            501 S. 14<sup>th</sup> Street            Lower Level            Lincoln NE 68508</p> <p>Receiving hours are between 8:00 A.M. to 12:00 P.M and 1:00 P.M. to 4:00 P.M, Monday through Friday (excluding State holidays and / or as otherwise directed).</p>
			<p>2. We will need 1,000 of each of the following size for testing</p> <ul style="list-style-type: none"> <li>a. 6" x 9"</li> <li>b. 9" x 12"</li> <li>c. 10" x 13"</li> </ul>

			3. Samples will be ran through standard inserting machines such as a Bell & Howell Mail star 500 Inserter and standard offset printing to include Halm Super Jet Envelope Press.
			4. Envelopes that show inconsistencies, regarding jamming, feeding, and glue patterns will be rejected.
			5. Bidder may be responsible for costs to repair damage to equipment/systems attributable to products being tested. Test results will be available for review in State Purchasing. All samples and test results will remain the property of the State.
<b>NOTES/COMMENTS:</b>			

**Q. SUBSTITUTIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Vendor will not substitute any item that has been awarded without prior written approval of SPB.
<b>NOTES/COMMENTS:</b>			



**R. SECRETARY OF STATE REGISTRATION REQUIREMENTS**

\*\*\*CHOOSE "YES" TO BEST ANSWER ONLY, CHOOSE "NO" FOR REMAINING LINES\*\*\*

YES	NO	*Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.
		<p><b>1.</b> Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <p><b>a.</b> The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a></p> <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p><b>b.</b> If the Bidder indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p><b>c.</b> The Bidder understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.</p>
		<p><b>2.</b> Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required).</p>
		<p><b>3.</b> Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.</p>
		<p><b>4.</b> Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.</p>

**Form A**  
**Bidder Contact Sheet**  
**Invitation To Bid Number 5634 OF**

Form A should be completed and submitted with each response to this ITB. This is intended to provide the State with information on the Bidder's name and address, and the specific person(s) who are responsible for preparation of the Bidder's response.

Preparation of ITB Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each Bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the Bidder's response should become necessary.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

**ATTACHMENT A**

**BROWN KRAFT ENVELOPES**

<b>Description</b>	<b>Qty (M)</b>
7X10 REGULAR GUM SEALANT ENVELOPE	5
9X12 REGULAR GUM SEALANT ENVELOPE	406.5
9.5X12.5 REGULAR GUM SEALANT ENVELOPE	10
10X13 REGULAR GUM SEALANT ENVELOPE	3
10X15 REGULAR GUM SEALANT ENVELOPE	12
12X15.5 REGULAR GUM SEALANT ENVELOPE	10
6X9 LATEX GUM SEALANT ENVELOPE	839.5
7.5X10.5 LATEX GUM SEALANT ENVELOPE	28.5
9X12 LATEX GUM SEALANT ENVELOPE	410
9.5X12.5 LATEX GUM SEALANT ENVELOPE	68.5
10X13 LATEX GUM SEALANT ENVELOPE	265.5
10X15 LATEX GUM SEALANT ENVELOPE	15
12X15.5 LATEX GUM SEALANT ENVELOPE	5

**Quantities are either historical or estimated based on anticipated needs.**