State of Nebraska - INVITATION TO BID
ONE TIME PURCHASE

Date	6/19/14	**Page**	1 of 4
Solicitation Number	4737 OF		
Opening Date and Time	06/27/14 2:00 PM		
Buyer	ANNETTE WALTON (AS)		

Return to:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, NE 68509-4847
Telephone: 402-471-6500
Fax: 402-471-2089

DESTINATION OF GOODS
GAME & PARKS COMMISSION
INFORMATION & EDUCATION DIV
2200 N 33RD ST
LINCOLN NE 68503-30370

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 AFFADAVIT: 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.

One Time Purchase to supply and deliver Nebraskaland Special Issue Magazine to the State of Nebraska as per the attached specifications.

A response to this Solicitation is subject to, but not limited to, the Standard Terms and Conditions. PLEASE READ CAREFULLY!

IT IS THE RESPONSIBILITY OF THE BIDDER TO REFER TO STATE PURCHASING BUREAU' S WEBSITE FOR ALL INFORMATION RELEVANT TO THIS SOLICITATION TO INCLUDE ADDENDA AND/OR AMENDMENTS THAT MAY BE ISSUED PRIOR TO THE OPENING DATE. <http://www.das.ne.us/materiel/purchasing/purchasing.html>

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

This form is part of the specification package and must be signed and returned, along with all documents, by the opening date and time specified.

Any questions regarding this solicitation must be directed to State Purchasing Bureau, to the attention of the buyer. It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov <mailto:as.materielpurchasing@nebraska.gov>. Questions may also be sent by facsimile to 402-471-2089. Refer to specification for additional information.

No facsimile or email solicitation responses will be accepted on bids $25,000 and over.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

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

The contractor, by signature to this Invitation to Bid, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes

No Bid Respond: ( ) Remove From Class-Item OR ( ) Keep Active For Class-Item

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS:_____% _____ DAYS

By signing this Invitation to Bid, the bidder agrees to the "Standard Conditions and Terms of Bid Solicitation and Offer" and is committed to provide 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# _____ **Contact** _____
VENDOR: _____ **Telephone** _____
Address: _____ **Facsimile** _____
_____ **Email** _____
_____ _____

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debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.
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 Department of Administrative Services website at: <http://das.nebraska.gov/lb403/attestation_form.pdf>
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require 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.

Proprietary Information - Data contained in the Invitation to Bid response and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the Invitation to Bid. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of Proprietary Information contained within Nebraska' s Public Records Statutes. All Proprietary Information the bidder wishes the state to withhold must be submitted in a sealed package, which is separate from the remainder of the bid response. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Invitation to Bid response as proprietary. Bidders cost may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. 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 serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State' s definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.
Once bids are opened they become the property of the State of Nebraska and will not be returned.
It is understood by the parties that in the State of Nebraska' s opinion, any limitation on the contractor' s liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor' s bid response.
State Statute §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.
Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.
Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has checked " yes" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within 10 business days of request:
a. Documentation from the United States Armed Forces confirming service,
b. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),
c. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
d. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than

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fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within 10 business days of notice will disqualify the bidder from consideration of the preference.

(bl 06/18/14)

A response to this Solicitation is subject to, but not limited to, the included Standard Conditions and Terms. PLEASE READ CAREFULLY!

IT IS THE RESPONSIBILITY OF THE BIDDER TO REFER TO STATE PURCHASING BUREAU'S WEB SITE FOR ALL INFORMATION RELEVANT TO THIS SOLICITATION TO INCLUDE ADDENDA AND/OR AMENDMENTS THAT MAY BE ISSUED PRIOR TO THE OPENING DATE.
http://www.das.state.ne.us/materiel/purchasing/purchasing.html

Bid Tabulations are available on the internet at http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm

This form is part of the specification package and must be signed and returned, along with all documents, by the opening date and time specified.

Any questions regarding this solicitation must be directed to State Purchasing Bureau, to the attention of the buyer. It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089. Refer to specification for additional information.

No facsimile or email solicitation responses will be accepted on bids $25,000 and over.

INVITATION

Line	Description	Unit of Measure	Unit Price	Extended Price
1	NEBRASKALAND "SPECIAL ISSUE"	M		

SEE ATTACHED BID SHEET

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER Invitations to Bid and Contract Awards

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address: http://www.das.state.ne.us/materiel/purchasing/purchasing.htm

SCOPE- These standard conditions and terms of bid solicitation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES- Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Invitation to Bid. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

EXECUTION- Bids must be signed in ink by the bidder on the State of Nebraska's Invitation to Bid form. All bids must be typewritten or in ink on the State of Nebraska's Invitation to Bid form. Erasures and alterations must be initialed by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

FACSIMILE DOCUMENTS- The State Purchasing Bureau will only accept facsimile responses to Invitations to Bid on bids under $25,000 and up to ten (10) pages. **However, two party sealed bids containing facsimile pages are acceptable.** No direct facsimile solicitation responses will be accepted for a commodity contract.

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 Invitation to Bid.

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.

PAYMENT- Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act 81-2401 through 2408. The State may request that payment be made electronically instead of by state warrant.

COLLUSIVE BIDDING- The bidder guarantees that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

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.

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 State Purchasing Director will be the sole judge of equivalency. The bidder may offer any brand which meets or exceeds the specification. When a specific product is required, the Invitation to Bid 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.

ALTERNATE/EQUIVALENT BIDS- Bidder may offer bids which are at variance from the express specifications of the Invitation to Bid. The State reserves the right to consider and accept such bids if, in the judgement of the State Purchasing Director, 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 Invitation to Bid 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 specifications, and the bidder shall be held liable therefore.

SAMPLES- When requested, samples shall be furnished at the bidders expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the bidders name, the Invitation to Bid 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 of Nebraska reserves the right to request samples even though this may not have been set forth in the Invitation to Bid. Samples not destroyed in testing will be returned at bidders expense, if requested, or will be donated to a public institution.

RECYCLING- 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 as per State Statute Section 81-15,159.

LATE BIDS- All bids will be time and date stamped upon receipt by the State Purchasing Bureau, and this shall be the official time and date of receipt. Bids received after the time of the bid opening will be considered late bids and will be returned to the bidder unopened. The State Purchasing Bureau is not responsible for late bids or lost requests due to mail service inadequacies, traffic or other similar reasons.

BID OPENING- Openings shall be public on the date and time specified on the Invitation to Bid form. It is the bidder's responsibility to assure the bid is delivered at the designated date, time and place of the bid opening. Telephone bids are not acceptable. A bid may not be altered after opening of the bids.

NO BID- If not submitting a bid, respond by returning the Invitation to Bid form explaining the reason in the space provided. Failure to respond to an Invitation to Bid may be cause for the removal of the bidder's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid opening date and time.

AWARD- All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provisions of State Statute Section 81-161, R.R.S. 1943. The State reserves the right to reject any or all bids, wholly or in part and to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid and do not improve the bidders competitive position. All awards will be made in a manner deemed in the best interest of the State.

BID TABULATIONS- Tabulations will be furnished upon written request. A self-addressed, stamped envelope which must include the agency and solicitation number must be enclosed. Bid tabulations will not be provided by telephone or facsimile. Bid files may be examined during normal working hours by appointment. Bid tabulations are available on the website at: http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm

PERFORMANCE AND DEFAULT- The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

IN-STATE PREFERENCE- A resident bidder shall be allowed a preference against a nonresident 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**.**

NONDISCRIMINATION- The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin. (State Statute Sections 48-1101 through 48-1125) The bidder 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 services to be covered by any contract resulting from this Invitation to Bid.

TAXES- Purchases made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m) R.R.S. 1943 and must not be included in the bid prices. Exemption by statute precludes the furnishing of State exemption certificates.

DRUG POLICY - Bidder certifies that 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.

NE ACCESS TECHNOLOGY STANDARDS- Vendor agrees to ensure compliance with Nebraska Access Technology Standards. See website at: http:/www.nitc.state.ne.us/standards/accessibility/

Revised: 02/2004

STATE OF NEBRASKA
STATE PURCHASING BUREAU

SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
1	Release Invitation to Bid	June 19, 2014
2	Last Day to Submit Written Questions	June 23, 2014
3	State Responds to Written Questions Through an Addendum to be posted to the internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	June 24, 2014
4	Bid Opening Location: Nebraska State Purchasing Bureau 1526 K St. Suite 130 Lincoln, NE 68508	June 27, 2014 2:00 p.m. Central Time

WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Invitation to Bid provision must be submitted in writing to the State Purchasing Bureau and clearly marked "ITB Number 4737 OF; NEBRASKAland Magazine Special Issue". It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Annette Walton, showing the total number of pages transmitted, and clearly marked "ITB Number 4737 OF; NEBRASKAland Magazine Special Issue".

Written answers will be provided through an addendum to be posted on the internet at http://www.das.state.ne.us/materiel/purchasing/rfp.htm **on or before the date shown in the Schedule of Events.**

STATE OF NEBRASKA: Game & Parks Commission
One-Time Purchase

NEBRASKAland Magazine – Special Issue
Terms and Conditions
4737 OF

SCOPE
It is the intent of this Invitation to Bid to solicit competitive bids to supply and deliver a one-time purchase of **NEBRASKAland Magazine – Special Issue** per the attached specifications.

NON-COMPLIANCE STATEMENT
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 bid.

It is the responsibility of Bidders to obtain information and clarifications as provided below. The State of Nebraska is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this Invitation to Bid by any Bidder.

No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State of Nebraska. Any request for bid 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 as.materielpurchasing@nebraska.gov 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).

RIGHTS
The State reserves the right to waive technicalities; reject any or all bids, wholly or in part; and 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. The State of Nebraska will be the sole judge of equivalence and any decision will be final. All awards will be made in a manner deemed in the best interest of the State.

SECRETARY OF STATE
Contract or purchase order awards may be limited to bidders authorized to transact business in the State of Nebraska. All awarded bidders are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the expected recipient of an award recommendation will be required to certify that it has so complied and produce a true and exact copy of its current (dated within 90 days), valid Certificate of Good Standing or Letter of Good Standing; or in the case registration is not required, to provide, in writing, the reason as to why none is required. This must be accomplished prior to the award of the contract or purchase order. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. In order to expedite the award process, bidders are encouraged to submit their valid Certificate of Good Standing or Letter of Good Standing with their bid.

AWARD
All purchases, leases, or contracts which are based on competitive bids will be awarded to the lowest responsible bidder, determined according to the provision of State Statute Section 81-161, R.R.S 1943. The State reserves the right to reject any or all bids, wholly or in part and 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.

TAXES
The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

PRICES
Price quoted shall be unit price and shall be firm and are to be net; including transportation and delivery charges fully prepaid by the bidder F.O.B Destination. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs.

QUALITY
Product quality must meet specifications and be consistent. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this Invitation to Bid. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.

SUBSTITUTIONS
Vendor will not substitute any item that has been awarded without prior written approval of State Purchasing Bureau.

DELIVERY
The NEBRASKAland Magazine - Special Issue will be mailed to customers and distributors using Cheshire mailing labels, or equivalent from customer supplied electronic mail files. Bid to include pre-sort, CASS certified address standardization, application/verification of zip code, zip plus four codes, carrier route codes, postal pre-sort and output of labels, sort, tie, chipboard bundles, sack and delivery to U.S. Postal Service. Vendor will be required to generate postal report and statement as required by the U.S. Postal Service.

Bid also to include news dealer and bulk distribution cost, including material cost and packing. Bid any miscellaneous hand bindery and mailing operations available. Publisher to furnish tape for conversion. Vendor to produce mailing labels or use an ink jet label and mail the magazine. Second Class postal account to be maintained by the publisher.

PACKAGING
Cartons are to be clearly marked with size, weight, color, quantity, and the purchase order number. Printer to pack NEBRASKAland Magazine - Special Issue in half cartons with a maximum weight of 25 pounds which are delivered in bulk to news dealers, Game and Parks Commission office located at 2200 North 33rd St. Lincoln, NE 68503, and others. Mailing bundles should be shrink-wrapped and strapped with a pressure-sensitive label affixed. Cartons must fit magazines properly to avoid shifting and damage to magazines.

PAYMENT
Payment will be made in conjunction with the State of Nebraska Prompt Payment Act §81-2401 through 2408. Payment shall be within 45 days of receipt of service or invoice, whichever is received later. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). 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, and the contractor hereby waives any claim or cause of action for any such services.

SAMPLES
Samples of similar work printed in the bidder's facility, utilizing materials as bid may be required prior to an award. Samples may be included with the bid. If samples are not included with bid, bidder will have 5 business days to provide the samples upon the State's request. Failure to supply samples, and or samples that do not meet specification may be grounds to reject the bid. Vendor awarded this bid must maintain a product quality equal to the provided samples.

USAGE
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.

CUSTOMER SERVICE
The vendor shall list the name and phone number of the customer service representative who will be assigned to service the State of Nebraska's account:

Customer Service Representative: _____
Phone Number: _____
Fax Number: _____
E-mail Address: _____

REFERENCES (Optional)

The State of Nebraska reserves the right to check any reference(s) regardless of source of the reference information, including but not limited to, those that are identified by the company in the bid, those indicated through explicitly specified contracts, those that are identified during the review of the bid, or those that result from communication with other entities involved with similar projects.

List the name, addresses, and the telephone numbers of three companies/businesses that we may contact who are currently using the same equipment being bid for the same application.

1._____

2._____

3._____

NEBRASKAland Magazine – Special Issue
Specifications and Bidder Instructions
4737 OF

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. A "YES" response means the bidder guarantees they can meet this condition. A "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 of Nebraska shall determine at its sole discretion whether or not the vendor's alternative is an acceptable alternative.

YES	NO	NO & PROVIDE ALTERNATIVE	1. Equipment
			Facility Requirements
Description: Vendor is required to have a six-unit or larger offset web press capable of printing with color available throughout, with bleed available on three sides, cover and text. Flood gloss UV coating one side of cover must be available. List equipment in printing facility below.			
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. Press Checks
			a. Production schedule – Files should be sent to printer by July 9th. Target date for delivery to the U.S. Postal Service is the 16th of July.
Description: Publisher's staff will be on hand to check and approve all press runs. <u>The printer will provide 48 hours' notice prior to the start of the press run.</u>			
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	3. NEBRASKAland Magazine - Special Issue
			a. Vendor shall produce a 100-132 page, including cover, perfect bound issue.
			b. Estimated quantity 35,000 – 55,000
			c. Vendor must provide four-color process throughout the issue. Full bleed and exact registration required throughout.
			d. Vendor must have appropriate equipment to produce high quality 4-color and flood gloss UV coating on outside cover.
			e. Bid shall include cost of paper, plate-making, presswork, ink, bindery, and any other materials and labor required to produce the special issue magazine.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	4. 8 pt. Gloss Cover
			a. Recycled Brand and Brightness: _____
			b. Include an 8.5”x11” sample of paper listed here with bid. Please mark sample accordingly.
			d. Vendor must provide recycled cover in 8 pt. (138#) Number 2 gloss cover stock, coated both sides.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	5. 70# Gloss Text
			a. Recycled Brand and Brightness: _____
			b. Include an 8.5”x11” sample of paper listed here with bid. Please mark sample accordingly.
			c. Vendor guarantees there will be no splices in the paper at any time of printing process.
			d. Vendor must produce Special Issue 8 1/8” wide x 10 7/8” high.
			e. Vendor must produce a perfect bound issue, trimmed three sides, cover hinged scored with side glue.
			f. Vendor must include pricing for inserting and producing bound-ins subscription cards.
			g. Vendor must provide recycled text in 70# Number 3 gloss text.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	6. Subscription Cards
			a. Vendor must produce an estimated 35,000-55,000, 4/4 cards, bound in the Special Issue.
			b. Vendor must print cards using 4-color process. (4/4)
			c. Subscription Cards must use 7.2 pt. virgin, uncoated cover stock.
			d. 7.2 pt. Cover Stock: Brightness_____ Virgin _____
			e. Include an 8.5”x11” sample of paper listed here with bid. Please mark sample accordingly.
			f. Cards must be 6”x10-3/8” and vertically perforated at 7/16” on the side to be bound and 2 horizontal perforations at 3.46” from top (dividing the paper in 3rds.)

			g. Vendor must insert cards after the last page, before the back cover.
			h. Pricing for the production of subscription cards must include: set up, paper, printing, perforation, trimming, inserting and binding.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	7. Preparation and Proofs
			a. Preparation: Publisher shall provide Adobe PDF electronic transmission to printer's FTP site for direct to plate output. Publisher provides proofs as necessary for printing.
			b. Proofs: Vendor will produce one set of digital color proofs and ship overnight for approval by publisher before printing.
			i. Price per proof $_____
			ii. Vendor may provide software and hardware to publisher for color-accurate soft proofing system at publishers location.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	8. Print Orders
			a. Publisher will provide vendor with print order for each item.
			b. The following quantity variation for the item bid will be acceptable: No underruns allowed. Overruns may not exceed 2 percent of the total run and may not exceed 1 percent of the cost.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	9. Alterations
			a. Vendor shall furnish a schedule of prices to be charged at each stage of production for alterations or corrections required by the publisher that are not the fault of the printer.
			b. Provide a per page alteration cost for the special issue if a new page file is submitted at proofing stage.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	10. Bidder qualifications & References
			a. Bidder must have extensive experience in production and distribution of a publication similar to the NEBRASKAland Magazine - Special Issue in quality and quantity.
			b. Provide three references of customers with similar project and quantity.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	11. Bid Compliance
			a. Specifications have been read and fully understood. Any exceptions have been written on the bid or they are attached.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	**SECRETARY OF STATE REGISTRATION REQUIREMENTS** *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.
			A. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			B. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			C. 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.
			D. 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.
NOTES/COMMENTS:			

Attachment A

NEBRASKAland Magazine - Special Issue		
4737 OF Bid Sheet		
Instructions: Please provide a quote per thousand for each item listed below.		
100 page cover and inside production 35M - 39,999	M	
100 page cover and inside production 40M - 44,999	M	
100 page cover and inside production 45M - 49,999	M	
100 page cover and inside production 50M - 55M	M	
100 page cover and inside production additional M's	M	
104 page cover and inside production 35M-39,999	M	
104 page cover and inside production 40M - 44,999	M	
104 page cover and inside production 45M - 49,000	M	
104 page cover and inside production 50M - 55M	M	
104 page cover and inside production additional M's	M	
108 page cover and inside production 35M-39,999	M	
108 page cover and inside production 40M - 44,999	M	
108 page cover and inside production 45M - 49,000	M	
108 page cover and inside production 50M - 55M	M	
108 page cover and inside production additional M's	M	
112 page cover and inside production 35M-39,999	M	
112 page cover and inside production 40M - 44,999	M	
112 page cover and inside production 45M - 49,000	M	
112 page cover and inside production 50M - 55M	M	
112 page cover and inside production additional M's	M	
116 page cover and inside production 35M-39,999	M	
116 page cover and inside production 40M - 44,999	M	
116 page cover and inside production 45M - 49,000	M	
116 page cover and inside production 50M - 55M	M	
116 page cover and inside production additional M's	M	
120 page cover and inside production 35M-39,999	M	
120 page cover and inside production 40M - 44,999	M	
120 page cover and inside production 45M - 49,000	M	
120 page cover and inside production 50M - 55M	M	
120 page cover and inside production additional M's	M	
124 page cover and inside production 35M-39,999	M	
124 page cover and inside production 40M - 44,999	M	
124 page cover and inside production 45M - 49,000	M	
124 page cover and inside production 50M - 55M	M	
124 page cover and inside production additional M's	M	
128 page cover and inside production 35M-39,999	M	
128 page cover and inside production 40M - 44,999	M	
128 page cover and inside production 45M - 49,000	M	
128 page cover and inside production 50M - 55M	M	
128 page cover and inside production additional M's	M	

Attachment A

Subscription Cards 35M-39,999	M	
Subscription Cards 40M-44,999	M	
Subscription Cards 45M-49,999	M	
Subscription Cards 450M-55M	M	
Subscription Cards Additional M's	M	
MAILING LABELS		
Mailing Labels 35M - 39,999	M	
Mailing Labels 40M - 44,999	M	
Mailing Labels 45M - 49,999	M	
Mailing Labels 50M - 55M	M	
Mailing Labels Additional M's	M	
ALTERATIONS / CORRECTIONS		
Alteration/correction per page Price charged / page-proof stage	M	
Alteration/correction per page Price charged / press stop during run	M	
One set of proof Shipped before printing	M	