

# State of Nebraska - INVITATION TO BID CONTRACT

Return to:

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: (402) 471-6500  
Fax: (402) 471-2089

<b>Date</b>	4/15/15	<b>Page</b>	1 of 4
<b>Solicitation Number</b>	4971 OF		
<b>Opening Date and Time</b>	05/15/15	2:00 pm	
<b>Buyer</b>	ANNETTE WALTON (AS)		

**DESTINATION OF GOODS**  
**MULTIPLE DELIVERY LOCATIONS**  
**PLEASE REFER TO DOCUMENTATION**  
**FOR DELIVERY ADDRESSES.**

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 NEBRASKAland Magazine 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. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

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 the 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 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:

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**

Enter Contact Information Below

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

**VENDOR#**

**Contact**

**VENDOR:**

**Telephone**

**Address:**

**Facsimile**

**Email**

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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](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 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.

The contract resulting from the Invitation to Bid shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Invitation to Bid form and the Contractor's bid response;
4. Amendments to ITB and any Questions and Answers; and
5. The original ITB document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a 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 Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Invitation to Bid form and the Contractor's bid response, 4) Amendments to ITB and any Questions and Answers, 5) the original ITB document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once Invitations to Bid 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,

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the following will need to be submitted by the vendor within 10 business days of request:

- Documentation from the United States Armed Forces confirming service,
- Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),
- 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
- Documentation which shows ownership and control of 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 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 04/13/15)

**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](mailto: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.

## INVITATION

BIDDERS MAY BID

ATTACHMENT B FOR VIRGIN

AND/OR

BID ATTACHMENT C FOR RECYCLED

ONLY ONE TYPE WILL BE AWARDED

## 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.

**GRIEVANCE AND PROTEST-** Grievance and protest procedure is available by contacting the buyer. Protest must be filed within ten (10) days of award.

**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/>

**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.

	<b>ACTIVITY</b>	<b>DATE/TIME</b>
1	Release Invitation to Bid	April 15, 2015
2	Last Day to Submit Written Questions	April 28, 2015
3	State Responds to Written Questions Through an Addendum to be posted to the internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	April 30, 2015
4	Bid Opening Location: Nebraska State Purchasing Bureau 1526 K St. Suite 130 Lincoln, NE 68508	May 15, 2015 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 4971 OF; "NEBRASKALAND MAGAZINE, SUBSCRIPTION and/or ADVERTISING CARDS, LIFT-OUTS AND SPECIAL ISSUE(S)." It is preferred that questions be sent via e-mail to <mailto: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 4971 OF; "NEBRASKALAND MAGAZINE, SUBSCRIPTION and/or ADVERTISING CARDS, LIFT-OUTS AND SPECIAL ISSUE(S)".

**Written answers will be provided through an addendum to be posted on the internet at <http://das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events.**

STATE OF NEBRASKA: Game and Parks Commission

**NEBRASKALAND MAGAZINE, SUBSCRIPTION and/or ADVERTISING CARDS, LIFT-OUTS AND SPECIAL ISSUE(S)**

**Terms and Conditions  
4971 OF**

**SCOPE**

It is the intent of this bid invitation to establish a contract to produce and deliver **NEBRASKALand Magazine, Subscription and/or Advertising Cards, Lift-Outs and Special Issue** for the Game & Parks Commission per the attached specifications from date of award for a period of one (1) year with the option to renew for an additional four (4), one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. 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 of Nebraska. **NEBRASKALand Magazine** is an award-winning publication known for its' pictorials, writing and quality production values. NEBRASKALand Magazine typically runs approximately 60 pages, but due to increased marketing campaigns, seasonal demand and other needs, larger page counts may be possible, as shown on the Invitation to Bid document as pricing for additional pages.

The standard production for NEBRASKALand Magazine is ten (10) issues annually. There are also times when a Special Issue may replace one of the ten (10) standard printed issues OR there may be a lift-out included with the standard issue for which additional copies will be printed.

All items bid shall be of the latest manufacture in production as of the date of the Invitation to Bid 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 production and delivery of the **NEBRASKALand Magazine, Subscription and/or Advertising Cards, Lift-outs and, Special Issue** whether or not they may be specifically mentioned below.

Complete specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs may be required prior to an award and should be included with the bid on the IDENTICAL items proposed. Literature should be complete and the latest published. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing on or attached to the bid document. If manufacturer's specifications sheets, descriptive literature, advertising data sheets or information necessary to show compliance with these specifications is not supplied in writing on or attached to the bid document, the bidder will 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.

**NON-COMPLIANCE STATEMENT**

Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to Invitation to Bid. Any noncompliance may void your bid. 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](mailto: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 and complete a US Citizenship Attestation Information form. 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. It is anticipated that one (1) contract award will be made for the production of NEBRASKALand Magazine.

Bid pricing is requested for both Virgin and Recycled Content paper for this contract, but the State anticipates that only one selection (either Virgin or Recycled Content paper) and one award will be made for all the deliverables requested in this Invitation to Bid. The Invitation to Bid is comprised of two (2) Bid Sheets; one (1) for Virgin (Attachment B) and an alternate bid sheet for Recycled Content (Attachment C). Bidders are invited to bid both Virgin and Recycled Content, but are not required to do so.

## **RECYCLED CONTENT REQUIREMENTS**

If Recycled Content is awarded, NEBRASKALand Magazines shall be manufactured with materials in accordance with Presidential Executive Order 13101 (section 505) and section 6002 of the Resource Conservation and Recovery Act, and all NEBRASKALand Magazines supplied must contain a minimum of 30% post-consumer (PC) content (20% if 30% is not reasonable available or as otherwise specified). Prior to award and or at any time during the term of the contract, written verification and or certification of recovered material content from the mill/ manufacturer may be required (62 FR 44809) and must be provided within 5 business days of a request. Non-compliance may void the bid, or be grounds to cancel the contract.

## **AMENDMENT**

This Contract may be amended at any time in writing upon the agreement of both parties.

## **REVISIONS**

In the event any product is discontinued or replaced with a newer version during the contract period, the State of Nebraska reserves the right to amend this contract to include the new product.

## **ASSIGNMENT OF CONTRACT**

The vendor will not assign, transfer or sub-contract any portion of this contract without the prior written consent of the State of Nebraska.

## **BREACH OF CONTRACT**

If the Contractor breaches this Contract, the State of Nebraska may, at its discretion, terminate the Contract immediately upon written notice to the Contractor. The State of Nebraska shall pay the Contractor only for such performance as has been properly completed and is of use to the State of Nebraska. The State of Nebraska may, at its discretion, contract for provision of the goods or services required to complete this Contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the total cost of performance. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

## **TERMINATION**

The contract may be terminated at any time upon the mutual consent of the parties, or by the State of Nebraska, with or without cause and/or consent upon thirty (30) days written notice.

## **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 for production and delivery of the **NEBRASKAland Magazine, Subscription and/or Advertising Cards, Lift-outs and Special Issue**, from date of an award and are to be net; including transportation and delivery charges fully prepaid by the bidder F.O.B Destination, in place, 2200 N. 33<sup>rd</sup> Street, Lincoln, NE, 68503, and to subscribers. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs.

Any request for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation (such as notification letter from manufacturer). 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. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract. No price increases are to be billed to any State Agencies without prior written approval by the State Purchasing Bureau. Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.

## **QUALITY**

Product quality must meet specifications and be consistent for the term of the contract. 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 bid invitation.

### **Return of Items**

In the event items need to be returned to the vendor due to damage, defects, miss-pick, color mismatch, agency ordering error, etc., a credit memo will be given to the State of Nebraska. The credit memo will be applied to the referenced original billing invoice stated on the credit memo. The State of Nebraska will not be assessed any form of return charges or freight.

## **SUBSTITUTIONS**

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

## **ANNUAL USAGE**

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.

An estimated annual usage for each product on this ITB is as follows:

- NEBRASKAland Standard Issues – approximately 25,000 magazines printed 10 times per year
- NEBRASKAland Subscription Card – approximately 250,000 per year
- NEBRASKAland Blow-In Card (As needed; approximately 25,000 per issue)
- NEBRASKAland Tip-In Card (As needed; approximately 25,000 per issue)
- NEBRASKAland 3-Up Card (As needed; approximately 25,000 per issue)
- NEBRASKAland Cover Wrap (As needed; approximately 25,000 per issue)
- NEBRASKAland Special Issue – 35,000 (As Needed)

## **DELIVERY**

Magazines will be mailed to subscribers and distributors using Cheshire mailing labels, or equivalent, from NEBRASKAland Magazine 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 deliver to U.S. Postal Service.

Contractor will be required to generate postal reports and statements as required by the U.S. Postal Service.

Contractor must ship to news dealer(s). All materials, sorting, packing, bulk distribution, and shipping charges, will be included in bid. A list of current news dealers is included (Attachment A), but is subject to change. Contractor will be notified by NEBRASKAland Magazine in a timely fashion of any changes or additions to news dealer listing.

NEBRASKAland will furnish downloaded zip files for conversion for mailing purposes. Contractor shall produce mailing labels and mail magazines.

Second Class postal account is to be maintained by the publisher, NEBRASKAland Magazine.

The NEBRASKAland magazines not being directly mailed to subscribers and newsstands will be delivered to 2200 N. 33<sup>rd</sup> Street, Lincoln, NE, 68503. 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.

**ORDERS**

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.

**PACKAGING**

Cartons are to be clearly marked with weight, 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. Mailing bundles to the United States Postal Service should be shrink-wrapped or air packed with a pressure-sensitive label affixed.

**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.

**POLITICAL SUB-DIVISIONS**

Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties.

**USAGE REPORT**

The vendor shall, upon request by the State of Nebraska, provide an annual usage report of this contract by state agencies. Information will include agency name, item, and dollar amount. Information may be requested at any time by the State Purchasing Bureau, but may typically be requested at the end of the contract period or upon renewal of the contract, or at other intervals (monthly, quarterly, etc.) as determined by the State.

**SAMPLE(S)**

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, and must be provided within five (5) business days of a request. Failure to provide samples as specified may void the bid.

Samples of materials bid will 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 request. Failure to provide samples or samples not meeting the specifications may void the bid or may constitute a breach of the contract.

**REFERENCES**

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 for whom similar printing projects have been performed.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**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:

Account Representative: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**NEBRASKALAND MAGAZINE, SUBSCRIPTION AND/OR  
ADVERTISING CARDS,  
LIFT-OUTS AND SPECIAL ISSUE(S)**

**Specifications and Bidder Instructions  
4971 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. PREPARATION
			A. Publisher (NEBRASKAland Magazine) shall provide Adobe PDF electronic transmission to printer’s FTP site for direct to plate output on all printing done on this contract.
			B. Contractor will provide proofs as necessary for all printing.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. PRODUCTION SCHEDULE
			A. After contract award, an annual production schedule will be agreed upon in writing between NEBRASKAland Magazine and the Contractor for all printing done from this contract.
			B. Target date for delivery to the U.S. Postal Service is the 14 <sup>th</sup> day of the month preceding the date of magazine issue.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	<b>3. PRESS CHECKS AND GEOGRAPHIC LOCATION</b>
			<p>A. NEBRASKAland Magazine staff will be on hand to check and approve all press runs. Therefore, geographical location of the printing plant will be a consideration in awarding this bid. Contractors located more than 200 miles from Lincoln must provide mileage reimbursement or pay the cost of a rental vehicle, meals and lodging for up to two (2) NEBRASKAland Magazine employees for press checks.</p> <p>Contractors located more than 300 miles from Lincoln, Nebraska may not be considered for this bid.</p> <p>Distance from Lincoln, NE _____</p>
			<p>B. The printer will provide 48-hour notice prior to the start of press runs for all printing done on this contract.</p>
<p><b>NOTES/COMMENTS:</b></p>			

YES	NO	NO & PROVIDE ALTERNATIVE	<b>4. FACILITY REQUIREMENTS</b>
			<p>A. Contractor is required to have a six-unit or larger offset web press capable of printing with four color process available throughout, with full bleed.</p> <p>B. Contractor must have appropriate equipment to produce high quality 4-color and possible flood gloss UV coating on outside cover.</p> <p>C. Contractor must provide four-color process throughout the issue. Full bleed and exact registration throughout.</p> <p>List the equipment make and model within the printing facility where production of NEBRASKAland Magazine will occur:</p> <p>Make: _____</p> <p>Model: _____</p>

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	<b>5. PROOFS</b>
			<p>A. Contractor will produce one set of digital and/or printed color proofs for all printing done on this contract and ship overnight for approval by NEBRASKAland Magazine before printing. This is required before the press run is made.</p> <p>Price per proof Set: \$_____</p>
			<p>B. Contractor may provide software and hardware to NEBRASKAland Magazine for color-accurate soft proofing system to be used remotely or at NEBRASKAland Magazine's location.</p> <p>If providing software/hardware, please list below model/software below and any compatibility requirements:</p> <p>_____</p>

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	<b>6. PAPER INVENTORY</b>
			<p>A. The Contractor shall at all times have on hand a minimum of all contract approved paper stock for at least one (1) normal print run of magazine.</p> <p>This inventory is required as protection against paper shortage or shipping delay resulting from mill breakdown, supply shortage, transportation delay, or other causes.</p>

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	7. PRINT ORDERS –QUANTITY VARIATIONS
			A. NEBRASKAland Magazine will provide Contractor with print order for each item.  Quantity variations for all items bid will be as follows:
			i. No underruns allowed.
			ii. Overruns shall not exceed 2% (two percent) of the total run.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	8. STANDARD MAGAZINE ISSUES, MATERIAL SPECIFICATIONS
			A. Contractor will produce a 52, 56, 60, 64, 68, 72, 76, 80, 84, 88, 92, or 96 page magazine, ( <b>listed page numbers include the cover</b> ) and saddle stitched with 3 staples.
			B. Contractor may produce lift-outs (4, 8, 12, 16 or 20 page overruns of magazine signatures, self-covered or cover added and saddle stitched with 3 staples) printed at time of original press run or reprinted at a later date. The lift-outs may be identified as page # LO1 through page #LO20.
			C. Bid shall include cost of paper, plate-making, press work, ink, bindery, and any other materials and labor required to produce the magazine and/or the lift-outs.
			D. Contractor shall produce an estimated 25,000 copies per month (plus additional amounts as needed) for 10 issues per year.
			E. Contractor must provide an 80# white gloss text for cover, Number 3 web stock or equivalent. Paper may be Recycled or Virgin.  NOTE: Only one (1) award will be made to either Recycled or Virgin.  80# Gloss TEXT (for the cover): Recycled Brand and Brightness <hr/> Virgin Brand and Brightness <hr/> Include an 8.5"x11" sample of paper listed here with bid. Please mark sample accordingly.

		<p>F. Contractor must provide a 60# white gloss text for inside pages, Number 3 web stock or equivalent. Paper may be Recycled or Virgin.</p> <p>NOTE: Only one (1) award will be made to either Recycled or Virgin.</p> <p><b>60# Gloss TEXT (inside pages):</b>  Recycled Brand and Brightness</p> <hr/> <p>Virgin Brand and Brightness</p> <hr/> <p>Include an 8.5"x11" sample of paper listed here with bid. Please mark sample accordingly.</p>
		<p>G. Contractor must provide a 70# white gloss text for lift-outs printed inside center of magazine and possibly at a later date, Number 3 web stock or equivalent. Paper may be Recycled or Virgin.</p> <p>NOTE: Only one (1) award will be made to either Recycled or Virgin.</p> <p><b>70# Gloss TEXT (lift-outs printed inside center of magazine and possibly at a later date):</b>  Recycled Brand and Brightness</p> <hr/> <p>Virgin Brand and Brightness</p> <hr/> <p>Include an 8.5"x11" sample of paper listed here with bid. Please mark sample accordingly.</p>
		<p>H. Contractor guarantees there will be no splices in the paper at any time during printing process.</p>
		<p>I. Contractor must produce issues trimmed to 8 1/8" wide x 10 7/8" high.</p>
		<p>J. Contractor must bind issues with three-wire saddle-stitch.</p>
<p><b>NOTES/COMMENTS:</b></p>		

YES	NO	NO & PROVIDE ALTERNATIVE	<b>9. SUBSCRIPTION CARDS / ADVERTISING CARDS</b>
			<p>A. NEBRASKAland Magazine will order subscription and/or advertising cards in the following ways:</p> <ol style="list-style-type: none"> <li>1. Estimated 250,000 4/4 cards, up to one-year supply</li> <li>2. Special copy printed with standard issues in 20,000 - 50,000 increments to be bound in each issue. Three different size cards may be used.</li> </ol> <p>Or, a combination of #1 and #2 above</p>
			<p>B. Contractor must print all cards using 4-color process. (4/4)</p>
			<p>C. Subscription / Advertising Cards must be 7.2 pt. white recycled or virgin, uncoated cover stock.</p> <p>NOTE: Only one (1) award will be made to either Recycled or Virgin</p> <p><b>7.2 pt. Cover Stock:</b>  Recycled Brand and Brightness:  _____</p> <p>Virgin Brand and Brightness:  _____</p> <hr/> <p>Include an 8.5"x11" sample of paper listed here with bid. Please mark sample accordingly.</p>
			<p>D. NEBRASKAland Magazine will order Subscription/Advertising Cards in the following formats:</p> <ol style="list-style-type: none"> <li>1. 4" x 12.25" Cards <ol style="list-style-type: none"> <li>a. Subscription / Advertising Cards to be 4"x12.25" and perforated at gutter (6 1/8") for standard issues.</li> <li>b. Contractor will insert the 4" x 12.25" cards and saddle stitch cards into each issue.</li> </ol> </li> </ol> <p>Contractor must combine pricing for the production of the 4" x 12.25" subscription / advertising cards: set up, paper, printing, perforation, and trimming.</p>

			<p>2. 6" x 10 -3/8" Cards</p> <p>a. Cards to 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).</p> <p>b. Contractor will insert the 6"x10-3/8" cards and either saddle stitch or perfect bind cards into each issue specified.</p> <p>Contractor must combine pricing for the production of the 6"x 10-3/8" subscription / advertising cards: set up, paper, printing, perforation, and trimming.</p>
			<p>3. 3.75" x 5.75" Blow-in / Tip-in Cards</p> <p>a. Contractor to blow-in or tip-in the 3.75" x 5.75" cards into each issue.</p> <p>Contractor must combine pricing for the production of the 3.75" x 5.75" subscription / advertising cards: set up, paper, printing, and trimming.</p>
			<p>E. Contractor must include pricing for setting up machinery, inserting and stitching subscription/advertising cards listed above in sections 1, 2 and 3. At least one style will be included in the NEBRASKAland Magazine. All three (3) subscription/advertising cards may be inserted into one (1) issue located in different sections of the publication.</p>
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	10. COVER-WRAPPS, AS NEEDED
			A. Cover Wraps, 10-7/8" x 16.25" or approximately 10-7/8" x 16.5" with an issue. Estimated 20,000-50,000 increments, to be bound on each issue specified.
			B. Contractor must print Cover Wraps using 4-color process. (4/4)
			<p>C. Cover Wraps must be 7.2 pt. white recycled or virgin, uncoated cover stock.</p> <p>NOTE: Only one (1) award will be made to either Recycled or Virgin</p> <p><b>7.2 pt. Cover Stock:</b> Recycled Brand and Brightness:</p>

			Virgin Brand and Brightness:  
			D. Cover-wraps must include the total cost of set-up, card stock, printing, binding, and trimming.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	11. POLY BAG, AS NEEDED
			A. As needed, enclose issues into clear 2 mil poly bags, 9" x 12". Estimated 20,000-50,000 increments.
			B. Poly bag must be Postal approved.
			C. Poly bag must include the total cost of set-up, inserting and sealing.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	12. SPECIAL MAGAZINE ISSUE, AS NEEDED
			<p>A. NEBRASKAland Magazine Special Issue(s) are a 60-184 page magazine, (including the cover) with a perfect bound spine, published as needed in place of Standard Issue. <b>NOTE: Special Issue requires different weight paper than Standard Issue(s)</b></p> <p>Bid must include cost of paper, plate-making, press work, ink, bindery, and any other materials and labor required to produce the Special Issue.</p> <p>Special Issues have an estimated print run of 20,000-50,000 copies.</p>
			B. Contractor must have appropriate equipment to produce high quality 4-color and possible flood gloss UV coating on outside cover.
			C. Contractor must provide four-color process throughout the issue. Full bleed and exact registration required throughout.

		<p>D. Contractor must provide an 8 pt. (138 lbs.) number 2 white gloss cover stock, coated both sides. Paper may be Recycled or Virgin.</p> <p>NOTE: Only one (1) award will be made to either Recycled or Virgin</p> <p><b>COVER: 8 pt. (138 lbs.) number 2 gloss COVER</b> Recycled Brand and Brightness</p> <hr/> <p>Virgin Brand and Brightness</p> <hr/> <p>Include an 8.5"x11" sample of paper listed here with bid. Please mark sample accordingly.</p>
		<p>E. Contractor must provide a 70# white gloss text for inside pages, Number 3 web stock or equivalent. Paper may be Recycled or Virgin.</p> <p>NOTE: Only one (1) award will be made to either Recycled or Virgin</p> <p><b>INSIDE PAGES: 70# Gloss TEXT</b> Recycled Brand and Brightness</p> <hr/> <p>Virgin Brand and Brightness</p> <hr/> <p>Include an 8.5"x11" sample of paper listed here with bid. Please mark sample accordingly.</p>
		<p>F. Contractor guarantees there will be no splices in the paper at any time during printing process.</p>
		<p>G. Contractor must produce issues trimmed to 8 1/8" wide x 10 7/8" high</p>
		<p>H. Contractor must produce a perfect bound issue, trimmed three sides, cover hinged, scored with side glue.</p>
<p><b>NOTES/COMMENTS:</b></p>		

YES	NO	NO & PROVIDE ALTERNATIVE	<b>SECRETARY OF STATE REGISTRATION REQUIREMENTS</b> *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.
			Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required) If the Bidder is an Individual or Sole Proprietorship, the following applies: 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> The completed United States Attestation Form should be submitted with the Invitation to Bid response. The Bidder 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 required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. 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.
			Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)
			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 <b>is provided</b> within bid submission documents.
			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 <b>will be provided</b> in a timely manner upon request prior to award.
<b>NOTES/COMMENTS:</b>			
YES	NO	NO & PROVIDE ALTERNATIVE	<b>14. BID COMPLIANCE</b>
			A. Specifications have been fully read and fully understood. Any exceptions have been written on the bid or attached.
<b>NOTES/COMMENTS:</b>			

## Attachment A

### NEBRASKAland Magazine Newsstand\* List as of March 2015

- Kent News - 48 State Distributing - Rob McKinney, *200 magazines*  
100511 Airport Rd  
Scottsbluff, NE 69361
- Dakota News - Kim Mitchell, *1100 magazines*  
221 Petro Ave.  
Sioux Falls, SD 57107
- Ingram Periodicals, *40 magazines*  
18 Ingram Blvd  
La Vergne, TN 37086
- The News Group/Select Media Services - Cabelas, *80 magazines*  
345 East Main Street  
Spring Arbor, MI 49283

\*SUBJECT TO CHANGE