

# State of Nebraska - INVITATION TO BID CONTRACT

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

<b>Date</b>	7/31/15	<b>Page</b>	1 of 4
<b>Solicitation Number</b>	5076 OF		
<b>Opening Date and Time</b>	09/02/15	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 Nebraska History 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** \_\_\_\_\_  
**Here** (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

**VENDOR#** \_\_\_\_\_  
**VENDOR:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Contact** \_\_\_\_\_  
**Telephone** \_\_\_\_\_  
**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 07/29/15)

**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

Line	Description
1	NE HISTORY MAGAZINE PUBLICATION & PRINT

# BID SHEET PROVIDED

## 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	July 31, 2015
2	Last Day to Submit Written Questions	August 19, 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>	August 21, 2015
4	Bid Opening Location: Nebraska State Purchasing Bureau 1526 K St. Suite 130 Lincoln, NE 68508	September 2, 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 5076 OF; Nebraska History Magazine". 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 5076 OF; Nebraska History Magazine".

**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.**

**NEBRASKA HISTORY MAGAZINE**  
**Terms and Conditions**  
**5076 OF**

**SCOPE**

It is the intent of this Invitation to Bid to establish a contract to produce and deliver **Nebraska History Magazine**, a quarterly publication of the Nebraska State Historical Society 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) 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. **Brands as specified may be given preference based on the proven performance with the State.**

**If a contract has not been awarded by the Spring 2016 deadline outlined below, the contract period will be adjusted and will encompass four quarterly issues.**

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 **Nebraska History Magazine** 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 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](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. This contract may be awarded item-by-item, group of items, or total, to best serve the interest of the State of Nebraska. 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.

All work generated under the terms of this agreement is the property of the Nebraska State Historical Society. All artwork, photographs, transparencies and computer discs shall be returned to the Publications Division, NSHS, P.O. Box 82554, Lincoln, NE 68501. The Nebraska State Historical Society retains all copyright and artistic rights.

## **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 the Individual or Sole Proprietor United States Attestation 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.

## **RECYCLED CONTENT**

If recycled content is awarded, preference may be given to publications produced with recycled content. Recycled paper being bid must be manufactured with materials in accordance with Presidential Executive Order 13101 (section 505) and section 6002 of the Resource Conservation and Recovery Act. All recycled paper bid and supplied must contain a minimum of 30% post-consumer (PC) content (20% if 30% is not reasonably available or as otherwise specified). Prior to award and or at anytime 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 request. Non compliance may void the bid, or be grounds to cancel the contract.

## **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 **Nebraska History 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.

## **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 **Nebraska History Magazine** for 120 days from date of an award and are to be net; including transportation and delivery charges fully prepaid by the bidder F.O.B. Destination to 1500 R Street, Lincoln, NE 68501. 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. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance. 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.

## **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.

## **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. **The initial award will be for printing, binding, and delivering four issues of Nebraska History Magazine (Spring 2016, Summer 2016, Fall 2016 and Winter 2016). Average order quantity will range between 2,700 and 3,100 per issue.**

## **DELIVERY**

Agency will furnish distribution list on digital media or by download. The contractor will print and affix adhesive address labels and deliver finished magazines to the nearest post office accepting periodicals-class mail (magazines will be mailed under Nebraska State Historical Society's periodicals permit at the Society's expense). Magazines not mailed are to be uniformly boxed, labeled, should not exceed 40 pounds each, and be delivered to agency's loading dock; Nebraska History Museum, 131 Centennial Mall North (15<sup>th</sup> & P Street), Lincoln, NE 68508. Contractor will incur all freight costs (FOB destination). Work will be inspected for completeness and quality.

The agency is willing to consider inkjet labeling in place of adhesive labels (please bid separately).

## **SUBSTITUTIONS**

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

## **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 size, weight, color, quantity, and the purchase order number. Cartons must be of suitable size and of sufficient strength to protect the contents during shipping, handling and storage.

## **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.

## **INVOICES**

An itemized invoice including the ordering agency name and individual, purchase order number, product description, unit cost, extension and total charges will be mailed to the bill to address on the purchase order. Discrepancies on invoices will be corrected to the State's satisfaction within fifteen (15) days.

**USAGE REPORT**

The vendor shall, upon request by the State of Nebraska, provide an annual usage report of this contract by all state agencies. Information will include agency name, item, Recycled or Post-Consumer (PC) content, 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 bidder's facility, utilizing materials as bid may be required prior to an award. Samples will be reviewed for quality of printing, binding, and color work. Bids may be rejected based on the quality of samples. Samples of paper stock may also be required.

Samples may be included with the bid, and must be provided within five (5) business days of a request. Failure to supply samples, and/or samples that do not meet specifications may be grounds to reject the bid.

**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 who are currently using the same equipment being bid for the same application.

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:

Customer Service Representative: \_\_\_\_\_

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

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

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

# NEBRASKA HISTORY MAGAZINE

## Specifications and Bidder Instructions 5076 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. SCHEDULE
			A. A production schedule will be agreed upon in writing between the agency and printer within sixty (60) days of contract award.
			B. Layouts in reader spreads (as digital files with copy, art, photographs and all other elements in place) will be furnished to printer by the first (1 <sup>st</sup> ) working day of the month preceding publication. The usual yearly publication schedule for 2016 is:  Spring: February 4                      Summer: May 5  Fall: August 5                              Winter: November 4
			C. A proof of the entire magazine is to be provided to the agency within fifteen (15) working days. Corrected or approved proofs will be returned to printer within three (3) working days.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	2. MATERIAL SPECIFICATIONS
			A. Pages per issue: Average 52 plus cover
			B. Trim size: 11” x 8 ½” w

			C. Stock: Cover Utopia, I, 80# cover, gloss (no substitutes).
			D. Stock: Body Utopia I, 80# text, dull (no substitutes).
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	3. BIND-IN INSERT
			A. <b>Nebraska History Magazine</b> will include a bind-in order form, flat size 11" x 8.5" folded to make two (2) 8 ½ x 5 sheets stitched into the magazine with a center perf.
			B. Estimated 2,700 – 3,100 cards per issue.
			C. Paper: 80#, white uncoated stock, recycled or virgin.
			D. Ink: 1/1
			E. Bindery: perf and fold for magazine placement.
<i>NOTES/COMMENTS:</i>			

YES	NO	NO & PROVIDE ALTERNATIVE	4. INK
			A. <b>Cover:</b> i. Full-bleed Black Plus One PMS Color inside and out (Please quote separately per four page unit).
			ii. UV or equivalent coating outside when requested. Agency's mailing address and periodicals postage imprint to appear on back cover (Samples available upon request.)
			iii. Agency will provide digital scans to printer's requirements.
			iv. Printer will supply positive, right-reading Sherpa, Chromalin, Matchprint, or other agreed upon proofs for the agency's approval.

			<b>B. Body:</b> i. Full-bleed Black Plus One PMS color available throughout
			ii. . Agency will provide digital scans to printer's requirements.
			iii. Printer will supply positive, right-reading Sherpa, Chromalin, Matchprint, or other agreed upon proofs for the agency's approval.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	5. ALTERNATE INK
			<b>A. Cover:</b> i. Full-Bleed Four-Color Process throughout
			ii. UV or equivalent coating outside when requested. Agency's mailing address and periodicals postage imprint to appear on back cover. (Samples available upon request.)
			iii. Agency will provide digital scans to printer's requirements.
			iv. Printer will supply positive, right-reading Sherpa, Chromalin, Matchprint, or other agreed upon proofs for the agency's approval.
			<b>B. Body:</b> i. Full-Bleed Four-Color Process throughout
			ii. . Agency will provide digital scans to printer's requirements.
			iii. Printer will supply positive, right-reading Sherpa, Chromalin, Matchprint, or other agreed upon proofs for the agency's approval.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	6. PRINTING
			A. Base bid to include plate making, presswork, ink, paper, etc.
			B. Full bleed format throughout, including cover.
			C. Crossover registration of all art must be exact and meet the highest publishing standards.
			D. Ink densities must be consistent throughout and match densities called by agency and approved on proofs.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	7. HALFTONES
			A. Minimum 150 line screen. Average issue includes 35-40 halftones.
<b>NOTES/COMMENTS:</b>			

YES	NO	NO & PROVIDE ALTERNATIVE	8. POLY BAGS OR ALTERNATE
			A. As needed, enclose issues into clear approximately 2 mil poly bags, 9" x 12".
			B. Poly bag must conform to USPS postal regulations.
			C. Poly bag must include the total cost of set-up, inserting, sealing and addressing.
			D. If alternate, specify:  _____

**NOTES/COMMENTS:**

YES	NO	NO & PROVIDE ALTERNATIVE	9. ASSEMBLY
			A. Usually saddle-stitched, two wires, on 11 – inch side. Occasional larger than usual special issue will be perfect bound.
			B. Pages are to be folded prior to collation and stitching, or otherwise handled to ensure that the finished magazines lie flat with no significant gap at the gutter.
			C. Finished magazines (excluding overage delivered to the agency) to be shrink-wrapped or inserted in individual clear plastic bags for mailing.
			D. Agency is willing to consider Kraft paper (or other alternative cover wrap in place of shrink-wrap or plastic bags (please bid separately.) If bidding an alternative, please specify below.  _____

**NOTES/COMMENTS:**

YES	NO	NO & PROVIDE ALTERNATIVE	10. PRESS CHECKS
			A. Nebraska State Historical Society staff may check and approve press runs, if deemed necessary by the agency.
			B. Printers more than two (2) hours from Lincoln, Nebraska will be required to provide transportation, meals, and lodging for a staff member.
			C. Printers more than two (2) hours from Lincoln, NE must provide 48 hours' notice of the time scheduled for a press run (notification of weekend or Monday runs must be received by noon the preceding Friday).
			D. See specification 15 for additional information requested.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	11. PREPARATION
			A. Agency will provide high resolution electronic files (native Mac InDesign or PDF, on CD or by download) as final page layouts, in reader spreads with copy, final art, standing heads, logos and all other elements in place for output directly to plate or film.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	12. PROOFS
			A. Proofs are to be submitted and approved prior to printing.
			B. <b>Cover:</b> Printer to furnish proofs such as Sherpa, Matchprint, Cromalin or an agreed upon equivalent for approval by the agency.
			C. <b>Body:</b> Printer to furnish proofs such as blueline, digital blueline or an agreed upon alternative for approval by the agency.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	13. ALTERATIONS
			A. Printer shall furnish a schedule of charges for alterations or corrections not the fault of the printer, but required by agency at proofing. Please see "Attachment A"

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	14. REJECTED WORK
			A. The State of Nebraska reserves the right to accept only magazines it deems to meet the quality standards approved at the final press check and / or final approved proof.
			B. The vendor will not be compensated for rejected magazines.
			C. Rejected magazines will not count toward the required quantity.

NOTES/COMMENTS:

YES	NO	NO & PROVIDE ALTERNATIVE	15. ADDITIONAL QUESTIONS:
			1. Press type (e.g. offset lithographic) and number of units:  Four-color process presswork and black plus PMS presswork will be  <input type="checkbox"/> One pass <input type="checkbox"/> Two passes <input type="checkbox"/> Other If other, please explain:  _____ _____
			2. Plate making method:  <input type="checkbox"/> Computer to plate <input type="checkbox"/> Computer to film  Bidder has compatible software to receive and output per specifications:  <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other

			<p>If other, please explain:</p> <hr/> <hr/>
			<p>3. Bidder has enclosed printed samples comparable to <b>Nebraska History Magazine</b>:</p> <p>_____ Yes _____ No</p> <p>If no, please explain:</p> <hr/> <hr/>
			<p>4. Any deviation from specifications has been disclosed:</p> <p>_____ Yes _____ No</p> <p>If no, please explain:</p> <hr/> <hr/>
			<p>5. Printing plant is within two (2) hours of Lincoln, NE:</p> <p>_____ Yes _____ No</p> <p>If no, please outline proposed press check accommodations (e.g. notification, transportation, lodging and meals) for a Nebraska History staff member:</p> <hr/> <hr/> <hr/>

<b>YES</b>	<b>NO</b>	<b>NO &amp; PROVIDE ALTERNATIVE</b>	<p><b>16. SECRETARY OF STATE REGISTRATION REQUIREMENTS</b></p> <p>*Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.</p>
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		<p>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:</p> <p>The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a></p> <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p>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.</p> <p>Bidder understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.</p>
		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	17. BID COMPLIANCE
			A. Specifications have been read and fully understood. Any exceptions have been written on the bid or attached. Bid is signed and unit price is in compliance with the given unit of measure.
<b>NOTES/COMMENTS:</b>			