

- a. If duplicated responses are submitted, the State will retain only the most recently submitted response.
 - f. If it is the bidder's intent to submit multiple responses, the bidder must clearly identify the separate submissions.
 - g. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late responses will be accepted.
2. **ELECTRONIC SOLICITATION RESPONSE FILE NAMES**
 The bidder should clearly identify the uploaded solicitation response files. To assist in identification the bidder should use the following naming convention:
- a. 121401 OR, Company Name
 If multiple files are submitted for one solicitation response, add number of files to file names:
 121401 OR, Company Name File 1 of 2.
 121401 OR, Company Name File 2 of 2.
 - b. If multiple responses are submitted for the same solicitation, add the response number to the file names:
 121401 OR, Company Name Response 1 File 1 of 2.

The "Contractual Agreement Form" must be signed manually in ink or by DocuSign and returned by the opening date and time along with the bidder's solicitation response and any other requirements as stated in this solicitation in order for the bidder's solicitation response to be evaluated.

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing.

I. SOLICITATION PREPARATION COSTS

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

J. FAILURE TO COMPLY WITH SOLICITATION

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

- 1. Rejection of a bidder's solicitation response,
- 2. Withdrawal of the Intent to Award,
- 3. Withdrawal of the Award,
- 4. Negative documentation regarding Vendor Performance,
- 5. Termination of the resulting contract,
- 6. Legal action; and
- 7. Suspension or Debarment of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation. Such period to be within the sole discretion of the State.

K. SOLICITATION RESPONSE CORRECTIONS

A bidder may correct a mistake in an electronically submitted solicitation response prior to the time of opening by uploading a revised and completed solicitation response.

- 1. If a corrected electronic solicitation response is submitted, the file name/time stamped with latest date/time stamp will be accepted. The corrected solicitation response file name(s) should be identified as:
 - a. Corrected 121401 OR, Company Name Response #1 File 1 of 2,
 - b. Corrected 121401 OR, Company Name Response #2 File 2 of 2, etc.

Changing a solicitation response after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

L. LATE SOLICITATION RESPONSES

Solicitation Responses received after the time and date of the opening will be considered late responses. Late responses will be considered non-responsive. The State is not responsible for responses that are late or lost regardless of cause or fault.

M. BID OPENING

The opening will consist of opening solicitation responses and announcing the names of bidders. Responses WILL NOT be available for viewing by those present at the opening. Responses will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Once responses are opened, they become the property of the State of Nebraska and will not be returned.

N. SOLICITATION REQUIREMENTS

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

1. Original Contractual Agreement Form signed manually in ink or by DocuSign;
2. Clarity and responsiveness;
3. Completed Sections II through V;
4. Completed Cost Sheet.

O. EVALUATION OF SOLICITATION RESPONSES

All solicitation responses that are deemed responsive to the solicitation will be evaluated based on the following:

Neb. Rev. Stat. § 73-808 allows the State to consider a variety of factors, including, but not limited to, the quality of performance of previous contracts to be considered when evaluating responses to competitive solicitations in determining a responsible bidder. Information obtained from any Contract Compliance Request or any Contract Non-Compliance Notice (See Terms & Conditions, Section I.HI.H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

Neb. Rev. Stat. § 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 Vendor, 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 Vendor, 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 solicitation response in accordance with Neb. Rev. Stat. § 73-107 and has so indicated on the "Contractual Agreement Form" under "Vendor must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the Vendor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service,
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),
3. 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
4. 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 ten (10) business days of notice will disqualify the Vendor from consideration of the preference.

P. BEST AND FINAL OFFER

Each bidder should provide its best offer with their original solicitation response and should not expect the State to request a best and final offer (BAFO).

II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Terms and Conditions Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, the bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Terms and Conditions Within Section as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
AM		

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

If a conflict or ambiguity arises after the Addendum to Contract Award has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

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

A. GENERAL

1. The contract resulting from this solicitation shall incorporate the following documents:
 - a. Solicitation including any attachments and addenda;
 - b. Questions and Answers;
 - c. Bidder's properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
 - d. Addendum to Contract Award (if applicable); and
 - e. Amendments to the Contract. (if applicable)

These documents constitute the entirety of the contract.

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

4) the original solicitation document and any Addenda or attachments, and 5) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Vendor.

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

B. NOTIFICATION

Bidder and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

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

C. BUYER'S REPRESENTATIVE

The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the bidder will be provided with a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Nonnegotiable)

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

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

E. BEGINNING OF WORK & SUSPENSION OF SERVICES

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

The State may, at any time and without advance notice, require the Vendor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Vendor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part.

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

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

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

No change shall be implemented by the Vendor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any good or service is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

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

H. RECORD OF VENDOR PERFORMANCE

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Solicitation specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion of the State, such Contract Compliance Requests and Contract Non-Compliance Notices may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity. The record of vendor performance will be considered in any suspension or debarment action.

I. NOTICE OF POTENTIAL VENDOR BREACH

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

J. BREACH

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

In case of breach by the Vendor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchase goods in substitution of those due from the Vendor. The State may recover from the Vendor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Vendor's breach. OR In case of default of the Vendor, the State may contract the service from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies.

K. NON-WAIVER OF BREACH

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

L. SEVERABILITY

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

M. INDEMNIFICATION

1. GENERAL

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

2. INTELLECTUAL PROPERTY

The Vendor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Vendor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Vendor prompt notice in writing of the claim. The Vendor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Vendor has indemnified the State, the Vendor shall, at the Vendor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Vendor, and the State may receive the remedies provided under this solicitation.

3. PERSONNEL

The Vendor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractors and their employees, provided by the Vendor.

4. SELF-INSURANCE (Statutory)

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

- 5.** The Parties acknowledge that Attorney General for the State is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY'S FEES

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

O. ASSIGNMENT, SALE, OR MERGER

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

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

P. CONTRACTING WITH OTHER POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

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

Q. FORCE MAJEURE

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

R. CONFIDENTIALITY

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

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

S. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Vendor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar days' written notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Vendor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Vendor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor;

- f. a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code;
- g. Vendor intentionally discloses confidential information;
- h. Vendor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

T. CONTRACT CLOSEOUT

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

- 1. Transfer all completed or partially completed deliverables to the State,
- 2. Transfer ownership and title to all completed or partially completed deliverables to the State,
- 3. Return to the State all information and data unless the Vendor is permitted to keep the information or data by contract or rule of law. Vendor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Vendor's routine back up procedures,
- 4. Cooperate with any successor Contactor, person, or entity in the assumption of any or all of the obligations of this contract,
- 5. Cooperate with any successor Contactor, person, or entity with the transfer of information or data related to this contract,
- 6. Return or vacate any state owned real or personal property; and,
- 7. Return all data in a mutually acceptable format and manner.

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

U. AMERICANS WITH DISABILITIES ACT

Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

V. DELIVERY ARO

A successful Vendor will maintain sufficient inventory to process and deliver any orders according to the annual production schedule agreed upon between Nebraska and the contractor ARO Target date for delivery to the U.S. Postal service is the 14th of the month preceding the date of the magazine issue. There will be no minimum order requirements. Deliveries must be clearly marked with the purchase order number. If delays in delivery are anticipated, the Vendor will immediately notify the NGPC of the expected delivery date. The order may be canceled if the delivery time is unsatisfactory, and the State may procure item(s) from other sources and the Vendor will be held responsible for any/all excess cost.

At the time of delivery, a designated State 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.

W. ORDERS

Orders will be placed either by, phone, 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.

X. QUALITY

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

A guarantee of satisfactory performance by the Vendor and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this solicitation.

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.

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

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

Y. PACKAGING

Packages are to be clearly marked with size, weight, color, quantity, and the purchase order number.

Packaging 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.

Z. SAMPLES

Samples of materials proposed may be required prior to an award, or at any time during the term of the contract.

Samples are to be provided within five (5) business days of a written request.

Failure to provide samples or samples not meeting the specifications may void the solicitation response or constitute a breach of the contract resulting from this solicitation.

Upon a written request from the State of Nebraska Purchasing Bureau, sample(s) shall be shipped to:
Attn: (Nebraska Game and Parks Commission – Christy Firestone)
(PO Box 370
(Lincoln, NE 68503)

Receiving hours are between (Agency 8) A.M. and (5 P.M., Monday through Friday (excluding State holidays and / or as otherwise directed).

AA. ANNUAL USAGE, ESTIMATED

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.

Contractor understands the print quantities for the magazines, cover wraps, blow in cards, etc., are estimated as noted in the bid as roughly 20,000 copies per issue, and roughly 30,000 copies for the Special issue. However please note, because Contractor is printing on a web press, the minimum number of copies Contractor would print on the press would be 2,500 copies. If the State requests a reprint of an issue or request standalone copies of a pull section, the State will be charged for 2,500 copies, even if the State requests less than 2,500 copies. Such minimum quantity charge is noted in the pricing section.

1. NEBRASKAland Standard Issues- approximately 20,000 Magazines printed and mailed 6 to 10 times per year.
2. NEBRASKAland 3-Up Card (As Needed approximately 20,000 per issue).
3. NEBRASKAland Special Issue - 30,000 (As Needed)

III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Vendor Duties Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Vendor Duties Within Section as Written (Initial)	Exceptions Taken to Vendor Duties Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
CU		

A. INDEPENDENT VENDOR / OBLIGATIONS

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

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

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

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

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

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

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Vendor's employees, including all insurance required by state law,
3. Damages incurred by Vendor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Vendor's employees; and,

6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

The State reserves the right to require the Vendor to reassign or remove from the project any Vendor or subcontractor employee.

Vendor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

The Vendor 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 means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

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

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/material/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Solicitation response.
3. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Vendor understands and agrees that lawful presence in the United States is required, and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

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

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

D. COOPERATION WITH OTHER VENDORS

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

E. 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 solicitation response. 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.

F. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Solicitation. 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.

Prices submitted on the cost sheet, once accepted by the State, shall remain fixed for the first year of the contract. Any request for a price increase subsequent to the first year of the contract must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

G. PERMITS, REGULATIONS, LAWS

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

H. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Vendor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Vendor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

I. INSURANCE REQUIREMENTS

The Vendor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Vendor shall not commence work on the contract until the insurance is in place. If Vendor subcontracts any portion of the Contract the Vendor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor,
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Vendor has verified that each subcontractor has the required coverage; or
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Vendor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Vendor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Vendor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within (one) (1) years of termination or expiration of the contract, the Vendor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and (one) (1) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Vendor elects to increase the mandatory deductible amount, the Vendor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Vendor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Vendor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Vendor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Vendor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Vendor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Vendors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Vendors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
VENDOR'S POLLUTION LIABILITY	
Each Occurrence/Aggregate Limit	\$2,000,000
Includes Non-Owned Disposal Sites	
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

The Vendor shall furnish the Contract Manager, via email, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

121401 OR

Nebraska State Purchasing Bureau
Attn: Clinton Paul
1526 K Street, Suite 130
Lincoln, NE 68508
Clinton.paul@nebraska.gov

These certificates or the cover sheet shall reference the solicitation number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Vendor to maintain such insurance, then the Vendor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Vendor.

J. ANTITRUST

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

K. CONFLICT OF INTEREST

By submitting a solicitation response, vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.

Vendor further certifies that vendor will not employ any individual known by vendor to have a conflict of interest nor shall vendor take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, vendor shall provide with its solicitation response a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall solicitation response evaluation.

L. ADVERTISING

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

M. DISASTER RECOVERY/BACK UP PLAN

The Vendor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

N. DRUG POLICY

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

O. WARRANTY

Despite any clause to the contrary, the Vendor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Vendor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Vendor is unable to perform the services as warranted, Vendor shall reimburse the State all fees paid to Vendor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees, and costs.

The Vendor warrants for a period of one (1) year from the date of Acceptance that: (a) the Products perform according to all specific claims that the Vendor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the State has relied on the Vendor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Vendor will repair or replace (at no charge to the State) the Product whose nonconformance is discovered and made known to the Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Vendor will refund the full amount of any payments that have been made. The rights and

remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees, and costs.

P. TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.

Q. USAGE REPORT

The Vendor shall, upon request by the State Purchasing Bureau, provide a usage report of this contract by state agencies and political subdivisions.

The reporting period may be determined based on need and may include the following:

- a. Agency name, item(s), and dollar amount and shall include the information of the time period requested.
- b. Fill rate information for Core List and Catalog/Non-Core items, statewide and by agency to include the number of orders received, orders processed, back orders, and partially filled orders.

Usage reports by agency and statewide indicating the numbers of each Core List and Catalog/Non-Core item sold.

Any additional report the State Purchasing Bureau may deem necessary.

R. DELIVERY LOCATIONS / INSTRUCTIONS

Vendor must provide products to all applicable delivery locations/instructions.

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.

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.

Contractor must ship to magazine distributor(s). This includes regional and park offices as well as newsstand distributors. All materials, sorting, packing, and bulk distribution, and shipping charges, will be included in bid. A list of current news dealers is Included 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.


The NEBRASKAland magazines not being directly mailed to subscribers and newsstands will be delivered to 2200 N. 33rd 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.

IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Payment clauses Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Payment Clauses Within Section as Written (Initial)	Exceptions Taken to Payment Clauses Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
		

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Neb. Rev. Stat. § 81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (Nonnegotiable)

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

C. INVOICES (Nonnegotiable)

Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. Send invoices to the Nebraska Game and Parks Commission, Attn: Communications Division, 2200 N 33rd Street, Lincoln, NE 68503. The terms and conditions included in the Vendor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.

D. INSPECTION AND APPROVAL

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

The State and/or its authorized representatives shall have the right to enter any premises where the Vendor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Nonnegotiable)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Vendor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such goods or services.

F. LATE PAYMENT (Nonnegotiable)

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

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

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

H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one percent] higher t (1% of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Vendor agrees to correct any material weaknesses or condition found as a result of the audit.

V. TECHNICAL SPECIFICATIONS

A. VENDOR INSTRUCTIONS

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

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

"NO" response means the Vendor 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 Vendor's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Vendor's alternative is an acceptable alternative.

B. NON-COMPLIANCE STATEMENT

Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any non-compliance may result in your solicitation response being deemed as non-responsive.

It is the responsibility of Vendors to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this solicitation by any Vendor.

C. TECHNICAL SPECIFICATIONS: FACILITY REQUIREMENTS

YES	NO	NO & PROVIDE ALTERNATIVE	
CM			1. Contractor is required to have a six-unit or larger offset digital or web press capable of printing with four-color process available throughout, with full bleed.
CM			2. Contractor must have appropriate equipment to produce high quality four-color and there may be Spot varnish – Gloss UV coating on the outside of the cover. The varnish will be printed to the whole front section of the cover and on the back cover, leaving the white area uncoated. Knockout a window on the plate for the for the white section so the UV coating is not printed there. The white area is left uncoated for the mailing labels to adhere.
CM			3. The Contractor must provide four-color process throughout the issue. Full bleed and exact registration throughout.
CM			4. Images cross over the center gutter throughout When the book is bound those images must register exactly. The folds of each signature must be exact.
CM			5. List the press equipment make and model within the printing facility where production of NEBRASKAland Magazine will occur: Make: <u>G14 BAKER PERKINS</u> Model: <u>HEATSET WEB WITH INLINE FOLD CONFIGURATION.</u>
NOTES/COMMENTS:			

D. TECHNICAL SPECIFICATIONS: PREPARATION

YES	NO	NO & PROVIDE ALTERNATIVE	
<i>ar</i>			1. 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.
<i>ar</i>			2. All prepress costs associated with files for plating to be included in overall cost.
NOTES/COMMENTS:			

E. TECHNICAL SPECIFICATIONS: PRODUCTION SCHEDULE

YES	NO	NO & PROVIDE ALTERNATIVE	
<i>ar</i>			1. 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.
<i>ar</i>			2. Target date for delivery to the U.S. Postal Service is the 14th day of the month preceding the date of magazine issue.
NOTES/COMMENTS:			

F. TECHNICAL SPECIFICATIONS: PRESS CHECKS AND GEOGRAPHICAL LOCATION

YES	NO	NO & PROVIDE ALTERNATIVE	
<i>ar</i>			<p>1. NEBRASKAland Magazine staff may 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.</p> <p>Contractors located more than 300 miles from Lincoln, Nebraska may not be considered for this bid.</p> <p>Distance from Lincoln, NE: <u>47 miles</u></p>
<i>ar</i>			2. The printer will provide 48-hour notice prior to the start of press runs for all printing done on this contract.
<i>ar</i>			3. A point of contact will be given once the contract is established.
NOTES/COMMENTS:			

G. TECHNICAL SPECIFICATIONS: PROOFS


YES	NO	NO & PROVIDE ALTERNATIVE	
ar			1. 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.
ar			2. 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. If providing software/hardware, please list below model/software below and any compatibility requirements: _____ _____ _____
NOTES/COMMENTS:			

H. TECHNICAL SPECIFICATIONS: PAPER INVENTORY








YES	NO	NO & PROVIDE ALTERNATIVE	
ar			1. 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 magazine.
ar			2. This inventory is required as protection against paper shortage or shipping delay resulting from mill breakdown, supply shortage transportation delay, or other causes.
NOTES/COMMENTS:			

I. TECHNICAL SPECIFICATIONS: PRINT ORDERS – QUANTITY VARIATIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
ar			1. NEBRASKAland Magazine will provide Contractor with print order for each item.

			<p>2. Quantity variations for all items bid will be as follows:</p> <ul style="list-style-type: none"> No underruns allowed Overruns shall not exceed 2% (two percent) of the total run
	NOTES/COMMENTS:		

J. TECHNICAL SPECIFICATIONS: STANDARD ISSUES

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Final Trim size must be 8 1/8 inches wide X 7/8 inches high. No smaller.
			2. Contractor must print all cards using 4-color over 4-color process (4/4) with full bleed.
			3. Contractor will produce a 52, 56, 60, 64, 68, 72, 76, 80, 84, 88, 92 or 96 pages magazine, (listed page numbers include the cover) and trim, and saddle stitched with 3 staples. Published up to 10 times a year.
			4. Contractor guarantees there will be no splices from the press run in any finished product.
			5. Cover: to be printed on 80# white gloss text #3 web stock or equivalent. Insides: to be printed on 60# gloss text #3 web stock or equivalent.
			<p>6. Bidder should provide an 8.5-inch X 11-inch sample of the 80# white gloss text that is being bid for covers.</p> <ul style="list-style-type: none"> 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: _____ Virgin Brand and Brightness: _____ Please mark sample accordingly.
			<p>7. Bidder should provide an 8.5-inch X 11-inch sample of the 60# white gloss text that is being bid for covers.</p> <ul style="list-style-type: none"> Paper may be Recycled or Virgin. Note: Only one (1) award will be made to either Recycled or Virgin. 60# Gloss TEXT (for the cover): Recycled Brand and Brightness: _____ Virgin Brand and Brightness: _____ Please mark sample accordingly.

en			8. Bid shall include cost of paper, platemaking, press work, ink, bindery, and any other materials and labor required to produce the magazine.
en			9. Quantity variations for all items bid will be as follows: <ul style="list-style-type: none"> No underruns allowed Overruns shall not exceed 2% (two percent) of the total run.
NOTES/COMMENTS:			





K. TECHNICAL SPECIFICATIONS: LIFT OUTS

YES	NO	NO & PROVIDE ALTERNATIVE	
in			1. Lift outs may be produced as part of standard magazine or as a standalone publication. One press run, two different stocks: <ol style="list-style-type: none"> Lift out pages printed on 60# gloss text will saddle stitch into/with the standard magazine (3 staples). Lift out pages printed on 70# gloss text will trim, fold, stitch (with 3 staples) NOT inserted into the standard magazine. Lift outs may also be reprinted at a later date after the original run on 70# gloss text. Will trim, fold, stitch (with 3 staples) NOT inserted into the standard magazine.
en			2. Lift outs or standalone maybe produced as determined by NGPC. Artwork to be provided at the same time as the standard issue.
an			3. Lift outs to be produced as 4, 8, 12, 16 or 20 pages or more will print 4 color 4/4 with bleed. The lift outs may be identified as page #LO1 through page #LO20.
an			4. Bid shall include cost of paper, platemaking, press work, ink, bindery, and any other materials and labor required to produce the lift outs.
en			5. Lift outs inserted with magazine to be printed on 60# gloss white text #3 web stock or equivalent.
en			6. Lift outs NOT inserted into magazine to be printed #70 white gloss text #3 web stock or equivalent

an			<p>7. Bidder should provide an 8.5-inch X 11-inch sample of the 60# white gloss text that is being bid inserted with issue.</p> <ul style="list-style-type: none"> Paper may be Recycled or Virgin. Note: Only one (1) award will be made to either Recycled or Virgin. 60# Gloss TEXT (for the cover): Recycled Brand and Brightness: Virgin Brand and Brightness: Please mark sample accordingly
an			<p>8. Bidder should provide an 8.5-inch X 11-inch sample of the 70# white gloss text that is being bid inserted with issue.</p> <ul style="list-style-type: none"> Paper may be Recycled or Virgin. Note: Only one (1) award will be made to either Recycled or Virgin. 70# Gloss TEXT (for the cover): Recycled Brand and Brightness: Virgin Brand and Brightness: Please mark sample accordingly
an			<p>9. Final trim size must be 8-1/8" wide X 10-7/8" high.</p>
NOTES/COMMENTS:			

L. TECHNICAL SPECIFICATIONS: SUBSCRIPTION ADVERTISING CARDS

	NO	NO & PROVIDE ALTERNATIVE	
an			<p>1. NEBRASKA Land Magazine will order subscription and/or advertising cards in the following ways:</p> <ul style="list-style-type: none"> Estimated up to 200,000 of the 4" X 12.25" subscription cards described in VI.M.4.A), up to one year supply Special copy printed with standard issues in 10,000-25,000 increments to be bound in each issue. Three different size cards may be used. Or a combination of 1 and 2.
an			<p>2. Contractor must print all cards using 4-color over 4-color process (4/4) no bleed.</p>
an			<p>3. Subscription/Advertising Cards can be printed on 7 pt. white uncoated cover stock.</p>

			<p>4. Bidder should provide an 8.5-inch X 11-inch sample of the 7-pt. cover stock being bid:</p> <ul style="list-style-type: none"> • Paper may be Recycled or Virgin. • Note: Only one (1) award will be made to either Recycled or Virgin. • 7 pt Cover Stock being bid: • Recycled _____ Brand _____ and _____ Brightness: _____ • Virgin _____ Brand _____ and _____ Brightness: _____ • Please mark sample accordingly
			<p>5. NEBRASKALand Magazine will order Subscription/Advertising Cards in the following formats:</p> <p>1. 4" X 12.25" Cards.</p> <ul style="list-style-type: none"> a. Subscription/Advertising Cards to be a flat size of 4" X 12.25". b. Will fold and perforates cards on fold (6 1/8") for standard issues. Perf must hold in all finished issues and be easily removable by the end user. c. Contractor will inset and saddle stitch cards into each issue. <p>Bid shall include all cost to produce the 4" X 12.25" cards with the exception of inserting. Inserting costs to be separate.</p> <p>2. 6" x 10 3/8" Cards.</p> <ul style="list-style-type: none"> a. Cards to be a flat size of 6" X 10 3/8". b. Contractor to vertically perforate at 7/16" ON FOLD. Two (2) horizontal perforations at 3.46" from top and 3.46" from bottom (divided the paper in 3rds). Perf must hold in all finished issues and be easily removable by the end user. c. Contractor will insert cards and either saddle stitch or perfect bind cards into each issue as specified. <p>Bid shall include all cost to produce the 6" X 10 3/8" cards with the exception of inserting. Inserting costs to be separate.</p>
			<p>6. Inserting costs for 1&2 (above) to include: setting up machinery, inserting and stitching.</p>
			<p>7. At least one style will be included in the NEBRASKALand Magazine OR Up to three (3) subscriptions/advertising cards may be inserted into one (1) issue located in different sections of the publication. NGPC to determine the location of the cards.</p>
<p>NOTES/COMMENTS:</p>			

M. TECHNICAL SPECIFICATIONS: PERFECT BOUND SPECIAL ISSUE

YES	NO	NO & PROVIDE ALTERNATIVE	
an			1. Special issues will be ordered as needed.
an			2. NEBRASKAland Magazine Special Issues are 60-184 pages magazine, (including the cover) with a perfect bound spine, published as needed in place of Standard Issue. <ul style="list-style-type: none"> NOTE: Special issue requires different weight of paper. Bid must include cost of paper, plate-making, press work, ink, bindery, and any other materials and labor required to produce the Special Issue. Special Issues have an estimated print run of 15,000-40,000 copies.
an			3. Contractor must have appropriate equipment to produce high quality 4-color and spot gloss UV coating on outside cover. There may be Spot Varnish - Gloss UV coating on the outside of the cover. The varnish will be printed to the whole front section of the cover and on the back cover, leaving the white area uncoated. Knockout a window on the plate for the white section so the UV coating is not printed there. The white area is left uncoated for the mailing labels to adhere.
an			4. Contractor must provide four-color process 4/4 throughout the Issue. Full bleed and exact registration required throughout.
an			5. Cover: To be printed on 8pt (138 lb.) number 2 white gloss cover (coated both sides). Insides: To be printed on 70# white gloss text number 3 web stock or equivalent
an			6. Bidder should provide an 8.5"x11" sample of the 8 pt. (138 lbs.) number 2 white gloss cover stock being bid for the cover. <ul style="list-style-type: none"> Paper may be Recycled or Virgin. NOTE: Only one (1) award will be made to either Recycled or Virgin. COVER: 8 pl (138 lbs.) number 2 gloss cover Recycled Brand and Brightness: Virgin Brand and Brightness: Please mark sample accordingly.
an			7. Contractor guarantees there will be no splices from the press run in any finished product.
an			8. Contractors must produce issues trimmed to 8 1/8" wide x 10 7/8" high.
an			9. Contractor must produce a perfect bound issue, trimmed three sides, cover hinged, scored with side glue.
an			10. Images cross over the center gutter throughout. When the book is bound, those images must register exactly. The folds of each signature must be exact.
NOTES/COMMENTS:			

N. PACKING

YES	NO	NO & PROVIDE ALTERNATIVE	
an			1. 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.

NOTES/COMMENTS:

CONTRACTUAL AGREEMENT FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party.

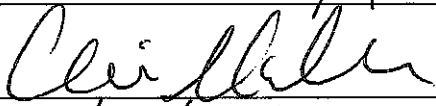
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

CW NEBRASKA VENDOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Vendor. "Nebraska Vendor" 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 Solicitation. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).

_____ 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.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

COMPANY:	OMAHA PRINTING COMPANY (dba Aradius Group)
ADDRESS:	4700 F STREET
PHONE:	402. 734. 8920
EMAIL:	cmueller@aradiusgroup.com
BIDDER NAME & TITLE:	CHRIS MUELLER, PRESIDENT
SIGNATURE:	
DATE:	7/31/2025

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)

NAME:	DAVE KALINA
TITLE:	
PHONE:	
EMAIL:	