State of Nebraska - INVITATION TO BID
CONTRACT

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

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

Date	4/28/20	**Page**	1 of 1
Solicitation Number	6301 OF		
Opening Date and Time	05/30/20	2:00:00 pm	
Buyer	BUFFY MEYER (AS)		

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

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

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

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

Contract to supply and deliver NEBRASKAland Magazine, Subscription and/or Advertising Cards, Lift-Outs and Special Issue 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.

(04/27/20 ml)

INVITATION

BIDDERS MAY BID:

ATTACHMENT A FOR VIRGIN
AND/OR
ATTACHMENT B FOR RECYCLED PAPER
ONLY ONE TYPE WILL BE AWARDED

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS:_____% _____ DAYS

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

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

Enter Contact Information Below

VENDOR# _____
VENDOR: _____
Address: _____
_____
_____

Contact _____
Telephone _____
Facsimile _____
Email _____
_____

INVITATION TO BID

Number 6301 OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this solicitation for a commodity contract, ITB Number 6301 OF for the purpose of selecting a qualified Contractor to provide **NEBRASKAland Magazine, Subscription and/or Advertising Cards, Lift-Outs and Special Issue**. A more detailed description can be found in Section VI.. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

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

INFORMATION PERTINENT TO THIS SOLICITATION CAN BE FOUND ON THE INTERNET AT:
http://das.nebraska.gov/materiel/purchasing.html

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the solicitation, and the awarded bidder's bid or response will be posted to a public website managed by DAS, which can be found at:

https://statecontracts.nebraska.gov

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

These postings will include the entire bid or response. Bidder(s) must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION", or if submitting the proposal or response electronically, as a separate electronic file that is named "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The** State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure. If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

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

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

TABLE OF CONTENTS

INVITATION TO BID ..... **i**

TABLE OF CONTENTS ..... **ii**

GLOSSARY OF TERMS ..... **iv**

ACRONYM LIST ..... **viii**

I. PROCUREMENT PROCEDURE **1**

A. GENERAL INFORMATION 1
B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS 1
C. SCHEDULE OF EVENTS 2
D. WRITTEN QUESTIONS AND ANSWERS 2
E. RECYCLING (§ 81-15,159(d)(2)) 2
F. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory) 2
G. ETHICS IN PUBLIC CONTRACTING 3
H. DEVIATIONS FROM THE INVITATION TO BID 3
I. SUBMISSION OF PROPOSALS 3
J. PROPOSAL PREPARATION COSTS 4
K. FAILURE TO COMPLY WITH INVITATION TO BID 4
L. PROPOSAL CORRECTIONS 4
M. LATE PROPOSALS 4
N. PROPOSAL OPENING 5
O. INVITATION TO BID/PROPOSAL REQUIREMENTS 5
P. EVALUATION OF PROPOSALS 5
Q. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS 6
R. BEST AND FINAL OFFER 6
S. REFERENCE AND CREDIT CHECKS 6
T. AWARD 6
U. SPECIFICATIONS 7
W. ALTERNATE/EQUIVALENT PROPOSALS 7
X. LUMP SUM OR ”ALL OR NONE” PROPOSALS 7
Y. EMAIL SUBMISSIONS 7
Z. PROPOSAL TABULATIONS 8
AA. REJECTION OF PROPOSALS 8
BB. RESIDENT BIDDER 8

II. TERMS AND CONDITIONS **9**

A. GENERAL 9
B. NOTIFICATION 10
C. NOTICE (POC) 10
D. GOVERNING LAW (Statutory) 10
E. BEGINNING OF WORK 10
F. AMENDMENT 10
G. CHANGE ORDERS OR SUBSTITUTIONS 11
H. VENDOR PERFORMANCE REPORT(S) 11
I. NOTICE OF POTENTIAL CONTRACTOR BREACH 11
J. BREACH 12
K. NON-WAIVER OF BREACH 12
L. SEVERABILITY 12
M. INDEMNIFICATION 13
N. ATTORNEY'S FEES 13
O. ASSIGNMENT, SALE, OR MERGER 14
P. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE 14
Q. FORCE MAJEURE 14
R. CONFIDENTIALITY 15
S. EARLY TERMINATION 15
T. CONTRACT CLOSEOUT 16

II. CONTRACTOR DUTIES **17**

A. INDEPENDENT CONTRACTOR / OBLIGATIONS 17
B. EMPLOYEE WORK ELIGIBILITY STATUS 18

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory) 18
D. COOPERATION WITH OTHER CONTRACTORS 18
E. DISCOUNTS 18
F. PRICES 18
G. COST CLARIFICATION 19
H. PERMITS, REGULATIONS, LAWS 19
I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES 19
J. NOTICE OF POTENTIAL CONTRACTOR BREACH 19
K. ANTITRUST 20
L. CONFLICT OF INTEREST 20
M. ADVERTISING 20
N. DISASTER RECOVERY/BACK UP PLAN 21
O. DRUG POLICY 21
P. WARRANTY 21

IV. PAYMENT 22

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory) 22
B. TAXES (Statutory) 22
C. INVOICES 22
D. INSPECTION AND APPROVAL 22
E. PAYMENT (Statutory) 22
F. LATE PAYMENT (Statutory) 22
G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory) 22
H. RIGHT TO AUDIT (First Paragraph is Statutory) 22

V. SCOPE OF WORK 24

A. SCOPE 24

VI. TECHNICAL SPECIFICATIONS 25

A. CONTRACTOR INSTRUCTIONS 25
B. NON-COMPLIANCE STATEMENT 25
C. TECHNICAL SPECIFICATIONS: FACILITY REQUIREMENTS 26
D. TECHNICAL SPECIFICATIONS: PREPARATION 26
E. TECHNICAL SPECIFICATION: PRODUCTION SCHEDULE 27
F. TECHNICAL SPECIFICATION: PRESS CHECKS AND GEOGRAPHIC LOCATION 27
G. TECHNICAL SPECIFICATION: PROOFS 27
H. TECHNICAL SPECIFICATION: PAPER INVENTORY 28
I. TECHNICAL SPECIFICATION: PRINT ORDERS – QUANTITY VARIATIONS 28
J. TECHNICAL SPECIFICATIONS: STANDARD ISSUES 29
K. TECHNICAL SPECIFICATIONS: LIFT OUTS 30
L. TECHNICAL SPECIFICATIONS: GATEFOLD COVER OR CENTER PAGES 31
M. TECHNICAL SPECIFICATIONS: SUBSCRIPTION / ADVERTISING CARDS 32
N. TECHNICAL SPECIFICATIONS: COVER WRAPS 33
O. TECHNICAL SPECIFICATIONS: Polybag 34
P. TECHNICAL SPECIFICATIONS: PERFECT BOUND SPECIAL ISSUE 34
Q. ANNUAL USAGE, ESTIMATED 36
R. USAGE REPORT 36
S. DELIVERY ARO 36
T. DELIVERY LOCATIONS / INSTRUCTIONS (CONTRACTOR AGREES THAT THEY CAN MEET THE DELIVERY LOCATIONS/INSTRUCTIONS) 37
U. PACKAGING 37
V. ORDERS 37
W. QUALITY 38
X. SAMPLES 38

Form A Contractor Contact Sheet 39

GLOSSARY OF TERMS

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

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

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

Agency: Using agencies shall mean and include all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations

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

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

Amendment: A written correction or alteration to a document

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

Automated Clearing House (ACH): Electronic network for financial transactions in the United States

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the solicitation

Best and Final Offer (BAFO): In a competitive proposal, the final offer submitted which contains contractor's most favorable terms for price

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

Bidder: A contractor who submits an offer proposal in response to a written solicitation

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

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

Business Day: Any weekday, except State-recognized holidays

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

Cancellation: To call off or revoke a proposal, purchase order or contract without expectation of conducting or performing at a later time

Catalog/Non-Core: A printed or electronic list of products a contractor may provide at a discounted rate or discount off list price to the State. Initial contract award(s) is not based on Catalog/Non-Core items

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

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

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

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

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

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

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska

Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive

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

Contract Administration: The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions

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

Contract Period: The duration of the contract

Contractor: An individual or entity lawfully conducting business in the State, who seeks or agrees to provide goods or services under the terms of a written contract.

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

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

Core List: Items specifically listed on the solicitation upon which a proposal is evaluated for award .

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

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

Default: The omission or failure to perform a contractual duty

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

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

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

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

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

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

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

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

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein

Invalid Proposal: A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals.

Invitation to Bid (ITB): A written solicitation utilized for obtaining competitive offers for Services or Goods

Late Proposal: An offer received after the Opening Date and Time

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the

Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently

Mandatory/Must: Required, compulsory, or obligatory

May: Discretionary, permitted; used to express possibility

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

Must: See Mandatory/Must and Shall/Will/Must

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

Non-core: See Catalog.

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

Opening Date and Time: Specified date and time for the public opening of properly received bids both in electronic and paper form.

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

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

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

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

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

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

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

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

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

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

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

Proposal: An offer, bid, or quote submitted by a contractor/vendor in a response to a written solicitation

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

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

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

Quote: See Proposal

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

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

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

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

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

Responsive Contractor: A Contractor who has submitted a proposal which conforms to all requirements of the solicitation document

Shall: See Must

Should: Expected; suggested, but not necessarily mandatory

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

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

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

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

Statutory: These clauses are controlled by state law and are not subject to negotiation

Subcontractor: Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor

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

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

Third-Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement

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

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

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

Vendor Performance Report: A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications.

Vendor: Inclusive term for any Bidder or Contractor.

Will: See Mandatory/Must/Shall

Work Day: See Business Day

ACRONYM LIST

ARO – After Receipt of Order

ACH – Automated Clearing House

BAFO – Best and Final Offer

COI – Certificate of Insurance

CPU – Central Processing Unit

DAS – Department of Administrative Services

F.O.B. – Free on Board

ITB – Invitation to Bid

NIGP – National Institute for Governmental Purchasing

PA – Participating Addendum

RFI – Request for Information

RFP – Request for Proposal

SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified Contractors who will be responsible for providing **NEBRASKAland Magazine, Subscription and/or Advertising Cards, Lift-Outs and Special Issue** at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through VI.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

Solicitation Number:	6301 OF
Name:	Buffy Meyer
Agency:	State Purchasing Bureau
Address:	1526 K Street, Suite 130 Lincoln, NE 68508
Telephone:	402-471-6500
E-Mail:	as.materielpurchasing@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the Contractor is limited to the POC listed above. After the Intent to Award is issued, the Contractor may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. Contractors shall not have any communication with, or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

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

The State reserves the right to reject a contractor's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

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

	ACTIVITY	DATE/TIME
1.	Release solicitation	April 28, 2020
2.	Last Day to submit written questions.	May 12, 2020
3.	State responds to written questions through a solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	May 15, 2020
4.	Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508 Electronic Submissions: https://nebraska.sharefile.com/r-r1b6f3e200c549f79	May 30, 2020 2:00:00 PM Central Time
5.	Review for conformance with proposal requirements	TBD
6.	Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	TBD
7.	Contract finalization period	TBD
8.	Contract award	TBD
9.	Contractor start date	TBD

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to SPB and clearly marked "ITB Number 6301 OF; **NEBRASKAland Magazine, Subscription and/or Advertising Cards, Lift-Outs and Special Issue** Questions". POC is not obligated to respond to questions that are received late per the Schedule of Events.

Contractors should present, as questions, any assumptions upon which the Contractor's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a Contractor. The contract will not incorporate any known or unknown assumptions of a Contractor.

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

Solicitation Section Reference	Solicitation Page Number	Question

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

E. RECYCLING (§ 81-15,159(d)(2))

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

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

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

G. ETHICS IN PUBLIC CONTRACTING

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

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

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

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

H. DEVIATIONS FROM THE INVITATION TO BID

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

I. SUBMISSION OF PROPOSALS

The State is accepting either electronically submitted responses or hard copy, paper responses for this ITB.

It is the Bidders responsibility to ensure the bid is submitted and received by the date and time indicated in the Schedule of Events. All bids, whether in electronic or paper form must be received by the State Purchasing Bureau by the date and time of the bid opening per the Schedule of Events. **No late bids will be accepted.**

The State shall not incur any liability for any costs incurred by contractors in replying to this ITB, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this ITB.

The Invitation to Bid form must be manually signed in an indelible manner or by DocuSign and returned by the bid opening date and time along with the bidder's Invitation to Bid and any other requirements as stated in the Invitation to Bid document in order for the bidder's Invitation to Bid response to be evaluated.

It is the responsibility of the bidder to check the website for all information relevant to this Invitation to Bid to include addenda and/or amendments issued prior to the opening date. Website address is as follows: http://das.nebraska.gov/materiel/purchasing.html.

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

By signing the Invitation to Bid, the contractor guarantees compliance with the provisions stated in this ITB.

FOR BIDDERS SUBMITTING ELECTRONIC RESPONSES:

1. Bidders submitting electronically can upload the response via ShareFile here:
   a. https://nebraska.sharefile.com/r-r1b6f3e200c549f79

   b. ShareFile works with Firefox, Internet Explorer and Chrome. It does not work with Microsoft Edge.

2. The ITB, Cost Sheet (if applicable) and Proprietary Information (if applicable) should be uploaded as separate and distinct files. If multiple bids are submitted, the State will retain only the most recently submitted response.

3. ELECTRONIC PROPOSAL FILE NAMES
   The bidder should clearly identify the uploaded ITB bid files. To assist in identification please use the following naming convention:

   a. ITB 6301 OF ABC Company
   b. If multiple files are submitted for one ITB bid, add number of files to file names: ITB 6301 OF ABC Company File 1 of 2.
   c. If multiple ITB bids are submitted for the same ITB, add the bid number to the file names: ITB 6301 OF ABC Company Proposal 1 File 1 of 2.

BIDDERS SUBMITTING PAPER/HARD COPY RESPONSES:

1, Bidders who are submitting a paper response should submit one bid marked on the first page: "ORIGINAL". If multiple copies are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The Bidder is solely responsible for any variance between the copies submitted. Bids must reference the ITB number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or contractor's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The ITB number should be included in all correspondence.

All hard copy bids MUST be submitted in a sealed envelope or container. The State will not furnish packaging and sealing materials.

J. PROPOSAL PREPARATION COSTS

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

K. FAILURE TO COMPLY WITH INVITATION TO BID

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 Contractor's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; or,
7. Suspension of the Contractor 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.

L. PROPOSAL CORRECTIONS

A contractor may correct a mistake in a proposal prior to the time of opening by giving written notice to the State of intent to withdraw the proposal for modification or to withdraw the proposal completely. Changing a proposal 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.

M. LATE PROPOSALS

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

N. PROPOSAL OPENING

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

O. INVITATION TO BID/PROPOSAL REQUIREMENTS

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

1. Original Commodity ITB form signed using an indelible method (electronic signatures are acceptable);
2. Clarity and responsiveness of the proposal;
3. Completed Sections II through VI;
4. Completed ITB Form or State's Cost Sheet.

P. EVALUATION OF PROPOSALS

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

1. Cost Proposal

Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder. Information obtained from any Vendor Performance Report (See Terms & Conditions, Section 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 contractor, 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 contractor, 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 proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the ITB cover page under "Contractor 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 contractor 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 contractor from consideration of the preference.

Q. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The State may determine that oral interviews/presentations and/or demonstrations are required. Every contractor may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select contractors to present/give oral interviews. The evaluations from the oral interviews/presentations and/or demonstrations will be combined with the previous evaluations if there were previous evaluations. The presentation process will allow the contractors to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Contractors' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting contractor will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the contractor, but the State reserves the right to refuse or not consider the offered materials. Contractors shall not be allowed to alter or amend their proposals.

Once the oral interviews/presentations and/or demonstrations have been completed, the State reserves the right to make an award without any further discussion with the contractors regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the contractor and will not be compensated by the State.

R. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the contractor, they will be evaluated (using the stated BAFO criteria) and ranked by the Evaluation Committee. The State reserves the right to conduct more than one BAFO. The award will then be granted to the lowest responsible contractor. However, a contractor should provide its best offer in its original proposal. Contractors should not expect that the State will request a BAFO.

S. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this solicitation, the contractor grants to the State the right to contact or arrange a visit in person with any or all of the contractor's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

T. AWARD

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's solicitation process and in contractor proposals that are not material, do not compromise the solicitation process or a contractor's proposal, and do not improve a contractor's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the solicitation;
7. Elect to rebid the solicitation;
8. Award single lines or multiple lines to one or more contractors; or,
9. Award one or more all-inclusive contracts.

The State of Nebraska may consider, but is not limited to considering, one or more of the following award criteria:

1. Price;
2. Location;
3. Quality;
4. Delivery time;
5. Contractor qualifications and capabilities;
6. State contract management requirements and/or costs; and,
7. Award may be based on the following line numbers:

a. **Virgin Paper Bid Sheet** (ATTACHMENT A): 2, 3, 7, 8, 18, 28, 34, 35, 36, 38, 39, 88, 89
b. **Recycled Paper Bid Sheet** (ATTACHMENT B): 173, 174, 178, 179, 189, 199, 205, 206, 207, 209, 210, 259, 260

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:
http://das.nebraska.gov/materiel/purchasing.html

Any protests must be filed by a contractor within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at:
http://das.nebraska.gov/materiel/purchasing.html

U. SPECIFICATIONS

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The Materiel Administrator will be the sole judge of equivalency. The Contractor may offer any brands which meets or exceeds the specification. When a specific product is required, the solicitation will so state. Any item proposal 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.

V. SAMPLES

When requested, samples should be furnished at the Contractor's expense prior to the opening of the proposal, unless another time is specified. Each sample should be labeled clearly, and identify the Contractor's name, the ITB number, item number, and the brand and model number, if applicable. Samples submitted must be the commodities or equipment which would be delivered if awarded the proposal. The State reserves the right to request samples even though this may not have been set forth in the solicitation. Samples may be destroyed in testing. If a sample is not destroyed in testing and a Contractor wishes to have the sample returned, it will be returned at the Contractor's expense upon request. The sample will not be returned until thirty (30) calendar days after any proposal protest or, the execution of a contract. The Contractor shall have ten (10) calendar days to arrange for the return of the sample to the Contractor following any of the above dates. If no request from the Contractor is received within the above dates, the State reserves the right to use, donate, or surplus the samples in accordance with the State's policies.

W. ALTERNATE/EQUIVALENT PROPOSALS

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

X. LUMP SUM OR "ALL OR NONE" PROPOSALS

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

Y. EMAIL SUBMISSIONS

SPB will not accept proposals by email, voice, or telephone proposals **except** for one-time purchases under $50,000.00.

Z. PROPOSAL TABULATIONS

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

AA. REJECTION OF PROPOSALS

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

BB. RESIDENT BIDDER

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

II. TERMS AND CONDITIONS

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

The Contractor should submit with their proposal any license, user agreement, service level agreement, or similar documents that the Contractor wants incorporated in the Contract. Upon notice of Intent to Award, the Contractor 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 Contractor's proposal. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

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

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

A. GENERAL

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

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

1. Invitation to Bid and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal response;
5. The executed Contract and any Addenda, if applicable, and properly submitted documents; and,
6. Amendments to the Contract

These documents constitute the entirety of the contract.

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

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

B. NOTIFICATION

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

Contractor 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 or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

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

C. NOTICE (POC)

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 Contractor will be provided 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 (Statutory)

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

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

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the 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 Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor 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 Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

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

In the event any product 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.

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

H. VENDOR PERFORMANCE REPORT(S)

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

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, 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

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

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

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

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

K. NON-WAIVER OF BREACH

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

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

L. SEVERABILITY

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

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

M. INDEMNIFICATION

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

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

2. **INTELLECTUAL PROPERTY**
The Contractor 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 Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor 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 Contractor has indemnified the State, the Contractor shall, at the Contractor'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 Contractor, and the State may receive the remedies provided under this solicitation.

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

N. ATTORNEY'S FEES

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

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

O. ASSIGNMENT, SALE, OR MERGER

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

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

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

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

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

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

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

Q. FORCE MAJEURE

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

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or 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 granted the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event.

R. CONFIDENTIALITY

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

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

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

S. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.

2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract immediately for the following reasons:

   a. if directed to do so by statute;
   b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
   c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
   d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
   e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
   f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
   g. Contractor intentionally discloses confidential information;
   h. Contractor has or announces it will discontinue support of the deliverable; and,
   i. In the event funding is no longer available.

T. CONTRACT CLOSEOUT

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

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

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor 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 Contractor to surrender intellectual property, real or person property, or information or data owned by the Contractor for which the State has no legal claim.

II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

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

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

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

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

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. 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 proposal. 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 contractor, 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 proposal form, once accepted by the State, shall remain fixed for the first year of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum

of 30 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. COST CLARIFICATION

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

H. PERMITS, REGULATIONS, LAWS

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

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

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor 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. Contractor 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.

J. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

K. ANTITRUST

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

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

L. CONFLICT OF INTEREST

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

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder 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, bidder shall provide with its proposal 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 bid evaluation.

M. ADVERTISING

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods and 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.

N. DISASTER RECOVERY/BACK UP PLAN

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

The Contractor 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.

O. DRUG POLICY

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

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

P. WARRANTY

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

Despite any clause to the contrary, the Contractor 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 Contract. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor 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.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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 (Statutory)

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

C. INVOICES

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

D. INSPECTION AND APPROVAL

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

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

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

E. PAYMENT (Statutory)

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 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 goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

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

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

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract.

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

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

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-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. SCOPE OF WORK

The Contractor must provide the following information in response to this solicitation.

A. SCOPE

It is the intent of this proposal invitation to establish a contract to supply (**NEBRASKAland Magazine, Subscription and/or Advertising Cards, Lift-Outs and Special Issue**) per the attached specifications from date of award for a period of one (1) year with the option to renew for an additional four (4), one (1)-year periods when mutually agreeable to the contractor and the State. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the contractor and the State.

All necessary materials for satisfactory performance of the supplies shall be incorporated into the NEBRASKAland Magazine, Subscription and /or Advertising Cards, Lift-Outs and Special Issue whether or not they may be specifically mentioned below.

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

VI. TECHNICAL SPECIFICATIONS

A. CONTRACTOR INSTRUCTIONS

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

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

"NO" response means the Contractor 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 Contractor'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 Contractor's alternative is an acceptable alternative.

B. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to solicitation response. Any noncompliance may void your proposal. Non-compliance to any single specification can void your proposal.
			2. It is the responsibility of Contractors 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 Contractor.
			3. No interpretation related to the meaning of solicitation specifications or other pre-proposal documents will be made orally to any Contractor by the State. Any solicitation interpretation must be put in writing by the Contractor to: the State Purchasing Bureau, E-mail questions to SPB. as.materielpurchasing@nebraska.gov by the last day to submit written questions per the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
NOTES/COMMENTS:			

C. TECHNICAL SPECIFICATIONS: FACILITY REQUIREMENTS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Contractor is required to have a six-unit or larger offset web press capable of printing with four-color process available throughout, with full bleed.
			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 white section so the UV coating is not printed there. The white area is left uncoated for the mailing labels to adhere.
			3. Contractor must provide four-color process throughout the issue. Full bleed and exact registration throughout.
			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.
			5. List the press equipment make and model within the printing facility where production of NEBRASKAland Magazine will occur: Make: _____ Model: _____
NOTES/COMMENTS:			

D. TECHNICAL SPECIFICATIONS: PREPARATION

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

E. TECHNICAL SPECIFICATION: PRODUCTION SCHEDULE

YES	NO	NO & PROVIDE ALTERNATIVE	
			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.
			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 SPECIFICATION: PRESS CHECKS AND GEOGRAPHIC LOCATION

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. NEBRASKAland Magazine staff will be on hand to check and approve all press runs. Therefore, geographical location of the printing plant will be a consideration in awarding this bid. Contractors located more than 200 miles from Lincoln must provide mileage reimbursement or pay the cost of all travel expenses, meals and lodging for up to two (2) NEBRASKAland Magazine employees for press checks. Contractors located more than 300 miles from Lincoln, Nebraska may not be considered for this bid. Distance from Lincoln, NE_____
			2. The printer will provide 48-hour notice prior to the start of press runs for all printing done on this contract**.**
			3. A point of contact will be given once the contract is established.
NOTES/COMMENTS:			

G. TECHNICAL SPECIFICATION: PROOFS

YES	NO	NO & PROVIDE ALTERNATIVE	
			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.
			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 SPECIFICATION: PAPER INVENTORY

YES	NO	NO & PROVIDE ALTERNATIVE	
			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 of magazine.
			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 SPECIFICATION: PRINT ORDERS – QUANTITY VARIATIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. NEBRASKAland Magazine will provide Contractor with print order for each item.
			2. Quantity variations for all items bid will be as follows: **a.** No underruns allowed. **b.** 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 10 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 page magazine, (**listed page numbers include the cover**) and trim, and saddle stitched with 3 staples.
			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
			6. Bidder should provide an 8.5 inch X 11 inch sample of the 80# white gloss text that is being bid for **covers**. 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.
			7. Bidder should provide an 8.5 inch X 11 inch sample of the 60# white gloss text that is being bid for **inside pages**.. Paper may be Recycled or Virgin. NOTE: Only one (1) award will be made to either Recycled or Virgin. **60# Gloss TEXT (inside pages):** Recycled Brand and Brightness:_____ Virgin Brand and Brightness:_____ Please mark sample accordingly.
			8. Bid shall include cost of paper, plate-making, press work, ink, bindery, and any other materials and labor required to produce the magazine.
NOTES/COMMENTS:			

K. TECHNICAL SPECIFICATIONS: LIFT OUTS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Lift outs may be produced as part of standard magazine or as a standalone brochure. **One press run, two different stocks:** a) Lift out pages printed on 60# gloss text will saddle stitch into/with the standard magazine (3 staples) b) 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.
			2. Lift-outs or standalone may be produced as determined by NGPC. Artwork to be provided at the same time as the standard issue.
			3. Lift outs to be produced as 4, 8, 12, 16 or 20 pages. Will print 4 color 4/4 with bleed. The lift-outs may be identified as page # LO1 through page #LO20.
			4. Bid shall include cost of paper, plate-making, press work, ink, bindery, and any other materials and labor required to produce the lift-outs.
			5. Lift-outs inserted with magazine to be printed on 60# gloss white text #3 web stock or equivalent.
			6. Lift-outs NOT inserted into magazine to be printed on 70# white gloss text #3 web stock or equivalent.
			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. Paper may be Recycled or Virgin. NOTE: Only one (1) award will be made to either Recycled or Virgin. **60# Gloss TEXT (Lift-outs):** Recycled Brand and Brightness_____ Virgin Brand and Brightness:_____ Please mark sample accordingly.
			8. Bidder should provide an 8.5 inch X 11 inch sample of the 70# white gloss text that is being bid for lift-outs NOT inserted into the standard magazine. Paper may be Recycled or Virgin. NOTE: Only one (1) award will be made to either Recycled or Virgin. **70# Gloss TEXT (lift-outs, Not inserted into the standard magazine):** Recycled Brand and Brightness:_____ Virgin Brand and Brightness:_____ Please mark sample accordingly.

			9. Final trim size must be 8-1/8" wide x 10-7/8" high
NOTES/COMMENTS:			

L. TECHNICAL SPECIFICATIONS: GATEFOLD COVER OR CENTER PAGES

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Contractor may produce a six (6) page gatefold cover or center gatefold pages as determined by NGPC.
			2. Gatefold cover or center gatefold to measure 24.25"x10-7/8". to bind with the magazine (3 staples) on issues as determined by NGPC.
			3. Gatefold will print 4 color 4/4 with bleed
			4. Fold with a score, to be 8" and folded into the cover or into the center.
			5. Gatefold cover to be printed on 80# white gloss text number 3 web stock or equivalent.
			6. Inside Center Gatefold to be printed on 60# white gloss text number 3 web stock or equivalent.
			7. Bidder should provide an 8.5 inch X 11 inch sample of the 80# white gloss text that is being bid for the **Gatefold cover**. 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:_____
			8. Bidder should provide an 8.5X11 sample of the 60# white gloss text that is being bid for the **inside gatefold center pages.** Paper may be Recycled or Virgin. NOTE: Only one (1) award will be made to either Recycled or Virgin. **60# Gloss TEXT (inside pages):** Recycled Brand and Brightness: _____ Virgin Brand and Brightness:_____
			9. Bid shall include cost of paper, plate-making, press work, ink, bindery, and any other materials and labor required to produce the gatefolds.
NOTES/COMMENTS:			

M. TECHNICAL SPECIFICATIONS: SUBSCRIPTION / ADVERTISING CARDS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. NEBRASKAland Magazine will order subscription and/or advertising cards in the following ways: a. Estimated 200,000 of the 4" x 12.25" subscription cards (described in VI.M.4.A.), up to one-year supply b. 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 a. and b. above
			2. Contractor must print all cards using 4-color over 4-color process (4/4), no bleed
			3. Subscription / Advertising Cards to be printed on 7pt. white uncoated cover stock.
			4. Bidder should provide an 8.5 inch X 11 inch sample of the 7pt. cover stock being bid. 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.
			5. NEBRASKAland Magazine will order Subscription/Advertising Cards in the following formats: **A. 4" x 12.25" Cards** a. Subscription / Advertising Cards to be a flat size of 4"x12.25" b. Will fold and perforated 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 insert and saddle stitch cards into each issue. Bid shall include all costs to produce the 4"X12.25 cards with the exception of Inserting. Inserting costs to be separate.
			B. 6" x 10 -3/8" Cards a. Cards to be a flat size of 6"x10-3/8" b. Contractor to vertically perforate at 7/16" ON FOLD. Two (2) horizontal perforations at 3.46" from top and 3.46" from bottom

			(dividing 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. Bid shall include all costs to produce the 6" X 10 3/8" cards with the exception of Inserting. Inserting costs to be separate.
			C. 3.75" x 5.75" Blow-in / Tip-in Cards a. Contractor to blow-in or tip-in the 3.75" x 5.75" cards into each saddle stitched issue. Cards may be blown into special perfect bound issue. Contractor will determine where in the issue the cards will be inserted/blown-in. Bid shall include all costs to produce the 3.785" x 5.75" cards with the exception of Inserting. Inserting costs to be separate.
			6. Inserting costs for A&B (above) to include: setting up machinery, inserting and stitching. .
			7. Inserting costs for C (above) to include: setting up machinery and tipping or blowing in subscription/advertising cards listed above in section C.
			8. At least one style will be included in the NEBRASKAland Magazine. **OR** Up to three (3) subscription/advertising cards may be inserted into one (1) issue located in different sections of the publication. NGPC to determine the location of the cards.
NOTES/COMMENTS:			

N. TECHNICAL SPECIFICATIONS: COVER WRAPS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Cover Wraps, Flat size of 10-7/8" x 16.25" with an issue. Estimated 20,000-50,000 increments, to bind with the magazine (3 staples) on issues as determined by NGPC.
			2. Contractor must print Cover Wraps using 4-color process with bleed. (4/4)
			3. Contractor must score prior to folding. Fold to be with the grain.
			4. Cover Wraps to be printed on 7pt. white uncoated cover stock.
			5. Bidder should provide an 8.5 inch X 11 inch sample of the 7 pt. white recycled or virgin, uncoated cover stock being bid for the cover wraps. Paper may be Recycled or Virgin. NOTE: Only one (1) award will be made to either Recycled or Virgin

			7pt. Cover Stock: Recycled Brand and Brightness: _____ Virgin Brand and Brightness: _____
			6. Bid shall include cost of paper, plate-making, press work, ink, bindery, and any other materials and labor required to produce the cover wraps.
NOTES/COMMENTS:			

O. TECHNICAL SPECIFICATIONS: Polybag

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. As needed, enclose issues into clear 2 mil poly bags, 9" x 12". Estimated 15,000-40,000 increments.
			2. Poly bag must be USPS approved.
			3. Poly bag must include the total cost of set-up, inserting and sealing.
NOTES/COMMENTS:			

P. TECHNICAL SPECIFICATIONS: PERFECT BOUND SPECIAL ISSUE

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Special issues will be ordered as needed.
			2. NEBRASKAland Magazine Special Issue(s) are a 60-184 page magazine, (including the cover) with a perfect bound spine, published as needed in place of Standard Issue. **NOTE: Special Issue requires different weight paper than Standard Issue(s)** 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.
			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.

			4. Contractor must provide four-color process 4/4 throughout the issue. Full bleed and exact registration required throughout.
			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.
			6. Bidder should provide an 8.5X11 sample of the 8 pt. (138 lbs.) number 2 white gloss cover stock being bid for the cover. Paper may be Recycled or Virgin. NOTE: Only one (1) award will be made to either Recycled or Virgin **COVER: 8 pt. (138 lbs.) number 2 gloss COVER** Recycled Brand and Brightness:_____ Virgin Brand and Brightness:_____ Please mark sample accordingly.
			7. Bidder should provide an 8.5X11 sample of the 70# white gloss text being bid for inside pages, Paper may be Recycled or Virgin. NOTE: Only one (1) award will be made to either Recycled or Virgin **INSIDE PAGES: 70# Gloss TEXT** Recycled Brand and Brightness:_____ Virgin Brand and Brightness:_____ Please mark sample accordingly.
			8. Contractor guarantees there will be no splices from the press run in any finished product.
			9. Contractor must produce issues trimmed to 8 1/8” wide x 10 7/8” high.
			10. Contractor must produce a perfect bound issue, trimmed three sides, cover hinged, scored with side glue.
			11. 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:			

Q. ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Contractor shall not impose minimum order requirements.
			a. NEBRASKAland Standard Issues – approximately 20,000 Magazines printed 10 times per year
			b. NEBRASKAland Blow-In Card (As Needed approximately 20,000 per issue)
			c. NEBRASKAland Tip-In Card (As Needed approximately 20,000 per issue)
			d. NEBRASKAland 3-Up Card (As Needed approximately 20,000 per issue)
			e. NEBRASKAland Cover Wrap (As Needed approximately 20,000 per issue)
			f. NEBRASKAland Special Issue – 30,000 (As Needed)

R. USAGE REPORT

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

S. DELIVERY ARO

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. 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. 2. Contractor will be required to generate postal reports and statements as required by the U.S. Postal Service. 3. NEBRASKAland will furnish downloaded zip files for conversion for mailing purposes. Contractor shall produce mailing labels and mail magazines. 4. Second Class postal account is to be maintained by the publisher, NEBRASKAland Magazine.

NOTES/COMMENTS:			

T. DELIVERY LOCATIONS / INSTRUCTIONS (CONTRACTOR AGREES THAT THEY CAN MEET THE DELIVERY LOCATIONS/INSTRUCTIONS)

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Contractor must ship to news dealer(s). 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.
			2. 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.
NOTES/COMMENTS:			

U. PACKAGING

YES	NO	NO & PROVIDE ALTERNATIVE	
			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:			

V. ORDERS

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

NOTES/COMMENTS:

W. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. 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.
			2. A guarantee of satisfactory performance by the contractor and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this proposal invitation.
			3. 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.
			4. 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.
			5. Vendor will not substitute any item that has been awarded without prior written approval of State Purchasing Bureau.
NOTES/COMMENTS:			

X. SAMPLES

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Samples of materials proposed may be required prior to an award, or at any time during the term of the contract.
			2. Samples of materials proposal may be required prior to an award. Samples may be included with the proposal. If samples are not included with proposal, Contractor will have five (5) business days to provide the samples upon the State's request.
			3. Failure to provide samples or samples not meeting the specifications may void the proposal or constitute a breach of the contract resulting from this proposal invitation.
NOTES/COMMENTS:			

Form A
Contractor Contact Sheet
Invitation To Bid Number 6301 OF

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

Preparation of Solicitation Contact Information	
Contractor Name:	
Contractor Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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

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