

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN, NEBRASKA,  
LANCASTER COUNTY,  
CITY OF LINCOLN - LANCASTER COUNTY  
PUBLIC BUILDING COMMISSION**

**ANNUAL SERVICE  
Offset Printing, Design Services, and Related Services  
Bid No. 19-141**

**Cornhusker State Industries (Department of Corrections)  
NDCS Accounts Payable  
P.O. Box 94661  
Lincoln, NE 68509  
402-479-5701**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and  
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Cornhusker State Industries (Department of Corrections, NDCS Accounts Payable, P.O. Box 94661, Lincoln, NE 68509)**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

**Annual Requirements – Offset Printing, Design Services, and Related Services, Bid No. 19-141**

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

**Agreement to All Lines of Contractor's Proposal**

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

"Contracted Vendors" shall mean all vendors who contract or who have contracted with the Owners pursuant to Bid No. 19-141 for Offset Printing, Design Services, and Related Services.

"Contracts" shall mean the collective contracts entered into between the Owners and the Contracted Vendors pursuant to Bid No. 19-141 for Offset Printing, Design Services, and Related Services.

**The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as-needed basis for the duration of the contract. The cost**

**of products or services for City Departments shall not exceed \$450,000.00 for Contracts during the contract term without approval by the City of Lincoln. The cost of products or services for County Agencies shall not exceed \$90,000.00 for Contracts during the contract term without approval by the Board of Commissioners. The cost of products or services for the Public Building Commission shall not exceed \$45,000.00 for Contracts during the contract term without approval by the Board of the Public Building Commission.**

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise 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 a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements,

bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., “the City” or “the County” or “Building Commission”) it shall mean the “Owners” encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission. Notwithstanding the foregoing, the duties and obligations of the City, the County, and the Building Commission pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the City, the County, or the Building Commission shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.

8. Audit Provision: The Service Provider shall be subject to an audit and shall, upon request, make available to the Public Building Commission or a contract auditor hired by the Public Service Commission, copies of all financial and performance related records and materials related to this Agreement, as allowed by law.
9. Period of Performance. This Contract shall be effective July 14, 2019 through July 13, 2022. The term of the Contract will be for three (3) years with the option to renew for one (1) additional three (3) year period upon mutual consent of both parties.
10. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Accepted Proposal/Response
  3. Special Provisions
  4. Specifications
  5. Insurance Requirements
  6. Certificate of Insurance and Endorsements
  7. Protection of Proprietary Information and Trade Secrets
  8. Instructions to Bidders
  9. Notice to Bidders
  10. Sales Tax Exemption Form 13  
(Note: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.)

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: [lincoln.ne.gov](http://lincoln.ne.gov) - Keyword: Bid - Awarded or Closed bids.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract upon completion of signatures on:

Vendor Signature Page  
City of Lincoln Signature Page  
Lancaster County Signature Page  
City of Lincoln-Lancaster County Public Building Commission Signature Page

**Vendor Signature Page**

**CONTRACT  
Annual Requirements  
Offset Printing, Design Services, and Related Services  
Bid No. 19-141  
City of Lincoln, Nebraska, Lancaster County,  
City of Lincoln - Lancaster County Public Building Commission  
Cornhusker State Industries (Department of Corrections)**

**EXECUTION BY CONTRACTOR**

**IF A CORPORATION:**

Attest:

\_\_\_\_\_  
Secretary Seal

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Duly Authorized Official

\_\_\_\_\_  
Legal Title of Official

**IF OTHER TYPE OF ORGANIZATION:**

CORNHUSKER STATE INDUSTRIES  
Name of Organization

GOVERNMENT, STATE  
Type of Organization

800 PIONEERS BLVD  
Address

By: JEREMY ELDER *John*  
Member

By: \_\_\_\_\_  
Member

**IF AN INDIVIDUAL:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

**City of Lincoln Signature Page**

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**CONTRACT  
Annual Service  
Offset Printing, Design Services, and Related Services  
Bid No. 19-141  
City of Lincoln, Nebraska, Lancaster County,  
City of Lincoln - Lancaster County Public Building Commission  
Cornhusker State Industries (Department of Corrections)**

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
Leirion Gaylor Baird, Mayor

Approved by Executive Order No. \_\_\_\_\_

dated \_\_\_\_\_

**Lancaster County Signature Page**

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**CONTRACT  
Annual Service  
Offset Printing, Design Services, and Related Services  
Bid No. 19-141  
City of Lincoln, Nebraska, Lancaster County,  
City of Lincoln - Lancaster County Public Building Commission  
Cornhusker State Industries (Department of Corrections)**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

dated \_\_\_\_\_

**Lincoln-Lancaster County Public Building Commission  
Signature Page**

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**CONTRACT  
Annual Service  
Offset Printing, Design Services, and Related Services  
Bid No. 19-141  
City of Lincoln, Nebraska, Lancaster County,  
City of Lincoln - Lancaster County Public Building Commission  
Cornhusker State Industries (Department of Corrections)**

**EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

ATTEST:

\_\_\_\_\_  
Public Building Commission Attorney

\_\_\_\_\_  
Chairperson, Public Building Commission

dated \_\_\_\_\_



# City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Purchasing Agent	Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov			Contact
Phone	1 (402) 441-8309	Contact	Robert Walla Asst. Purchasing Agent	Department
Fax	1 (402) 441-6513			Building
Bid Number	19-141	Department		Floor/Room
Title	Annual Requirements - Offset Printing, Design Services, and Related Services	Building		Telephone
Bid Type	Bid	Floor/Room		Fax
Issue Date	4/22/2019 02:46 PM (CT)	Telephone	1 (402) 441-8309	Email
Close Date	5/10/2019 01:25:00 PM (CT)	Fax	1 (402) 441-6513	
		Email	rwalla@lincoln.ne.gov	

## Supplier Information

Company	CORNHUSKER STATE INDUSTRIES (DEPARTMENT OF CORRECTIONS)		
Address	NDCS ACCOUNTS PAYABLE PO BOX 94661 LINCOLN, NE 68509-4661		
Contact			
Department			
Building			
Floor/Room			
Telephone	(402) 479-5701		
Fax	(402) 479-5821		
Email			
Submitted	5/10/2019 10:19:12 AM (CT)		
Total	\$2,946.44		

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Jessie Ball

Email jessica.ball@nebraska.gov

## Supplier Notes

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## Bid Notes

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## Bid Activities

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## Bid Messages

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**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Electronic Signature	Please check here for your electronic signature.	Yes
4	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
5	Contact	Name of person submitting this bid:	Jessie Ball
6	Annual Requirements	I acknowledge reading and understanding the Annual Requirements.	Yes
7	Term Clause of Contract	(a) Bid prices firm for the full contract period. YES or NO  (b) Bid prices subject to escalation/de-escalation YES or NO  (c) If (b), state period for which prices will remain firm: through _____	a) yes
8	Proposal Submittals	I have completed the requirements of Section 5 and included them as an attachment (Response Attachment) to this document.	Yes
9	Confidential Information	Our company will have procedures in place to ensure that any and all documents reproduced by the Vendor will remain confidential throughout the printing process. Failure to comply may result in immediate termination of this contract.	Yes
10	Quarterly Reports	Our company shall have the capability to provide detailed reports on a quarterly basis, or more often if requested, showing the activities of all agencies using the services described in the contract.	Yes
11	Desktop Delivery	Our company will provide desktop pickup and delivery as needed to locations throughout the City of Lincoln, NE.	Yes
12	Contractor References	If you have not held a contract with the Owners for the last 3 years for similar projects you must provide (2)two references for contracts similar in nature to the work required in this project.  Each reference must include the following:  Owner:  Street Address:  City: State: Zip:  Name Owners Representative: Phone:  Contract Amount:  INFORMATION SHALL BE ATTACHED TO THE RESPONSE ATTACHMENT SECTION OF YOUR EBID.	YES

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|----|------------------------|--|-----|
| 13 | Quick Quotes           | We agree to provide the requesting agency or the City/County Purchasing department with "Quick Quotes" for all projects as requested. Quick Quotes are due back to the requesting agency or department within 1-24 hours of request.   | Yes |
| 14 | Fees For File Changes  | If an agency provides a disk with print files, will there be any set-up or change-order fees?<br><br>If yes, what are they and specify why you are charging this fee.  | No  |
| 15 | Reprint Fees           | If your company produces a print job for an agency, will you charge a set-up fee on the following order if no changes are made to the file? Indicate with YES or NO. If YES, what is the charge?   | No  |
| 16 | Recycled Paper         | I have bid the lowest price paper on the Line Items for each product without consideration for recycling content. The Recycled content of the paper being bid on all Line Items is:<br><br>THE PRICE TO INCREASE THE PC RECYCLED CONTENT FOR PAPER WILL INCREASE BY WHAT PERCENTAGE?<br><br>LIST THE RECYCLE CONTENT AND PERCENTAGE INCREASE AT RIGHT!!  | 30% |
| 17 | Kindred Items          | In the event an order is made for a product or service not listed specifically in this contract, will you offer pricing comparable to the items listed?  | Yes |
| 18 | Subcontractor Services | Does your company subcontract out print jobs or other service which are described or specified in this bid? YES or NO<br><br>If YES, what do you subcontract out?<br><br>Do you agree to inform the ordering department that you are using subcontractor for their print job at time of order? YES or NO<br>If you subcontract out work for any type of project, will you mark up the price? YES or NO<br><br>If YES, how much is your markup? | No  |

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## Line Items

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#	Qty	UOM	Description	Response
1	1	PKG	OFFSET PRINTING PRICING - 8.5x11 Paper QUANTITIES FOR TOTAL OF 1,000	\$200.5

Item Notes:

Supplier Notes:

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Package Line Items:

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#	Qty	UOM	Description	Response
1.1	1	M	8.5x11 - 20# Bond White Paper - 1 color/1 side BID PER THOUSAND!	24.90

Supplier  
Notes:

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1.2	1	M	8.5x11 - 20# Bond White Paper - 1 color/2 side BID PER THOUSAND!	29.90
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Supplier  
Notes:

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1.3	1	M	8.5x11 - 20# Bond Colored Paper - 1 color/1 side BID PER THOUSAND!	26.75
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Supplier  
Notes:

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1.4	1	M	8.5x11 - 20# Bond Colored Paper - 1 color/2 side BID PER THOUSAND!	31.75
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Supplier  
Notes:

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1.5	1	M	8.5"x11 - 20# Bond Paper - Full Color/1 side BID PER THOUSAND!	41.10
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Supplier  
Notes:

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1.6	1	M	8.5"x11 - 20# Bond Paper - Full Color/2 side BID PER THOUSAND!	46.10
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Supplier  
Notes:

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2	1	PKG	OFFSET PRINTING PRICING - 8.5x14 Paper QUANTITIES FOR TOTAL OF 1,000	\$223.2
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Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
2.1	1	M	8.5x14 - 20# Bond White Paper - 1 color/1 side BID PER THOUSAND!	27.90

Supplier  
Notes:

2.2	1	M	8.5x14 - 20# Bond White Paper - 1 color/2 side BID PER THOUSAND!	32.90
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Supplier  
Notes:

2.3	1	M	8.5x14 - 20# Bond Colored Paper - 1 color/1 side BID PER THOUSAND!	30.00
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Supplier  
Notes:

2.4	1	M	8.5x14 - 20# Bond Colored Paper - 1 color/2 side BID PER THOUSAND!	35.00
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Supplier  
Notes:

2.5	1	M	8.5"x14 - 20# Bond Paper - Full Color/1 side BID PER THOUSAND!	46.20
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Supplier  
Notes:

2.6	1	M	8.5"x14 - 20# Bond Paper - Full Color/2 side BID PER THOUSAND!	51.20
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Supplier  
Notes:

3	1	PKG	OFFSET PRINTING PRICING - 11x17 Paper QUANTITIES FOR TOTAL OF 1,000	\$265.9
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Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
3.1	1	M	11x17 - 20# Bond White Paper - 1 color/1 side BID PER THOUSAND!	34.25

Supplier  
Notes:

3.2	1	M	11x17 - 20# Bond White Paper - 1 color/2 side BID PER THOUSAND!	39.25
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Supplier

Notes:

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3.3	1	M	11x17 - 20# Bond Colored Paper - 1 color/1 side BID PER THOUSAND!	37.50
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Supplier  
Notes:

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3.4	1	M	11x17 - 20# Bond Colored Paper - 1 color/2 side BID PER THOUSAND!	42.50
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Supplier  
Notes:

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3.5	1	M	11x17 - 20# Bond Paper - Full Color/1 side BID PER THOUSAND!	53.70
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Supplier  
Notes:

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3.6	1	M	11x17 - 20# Bond Paper - Full Color/2 side BID PER THOUSAND!	58.70
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Supplier  
Notes:

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4	1	PKG	OFFSET PRINTING PRICING - 8.5x11 Paper QUANTITIES FOR TOTAL OF 5,000	\$585.3
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Item Notes: LARGER QUANTITY PRICING

Supplier Notes:

Package Line Items:

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#	Qty	UOM	Description	Response
4.1	5	M	8.5x11 - 20# Bond White Paper - 1 color/1 side BID PER THOUSAND!	15.32

Supplier  
Notes:

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4.2	5	M	8.5x11 - 20# Bond White Paper - 1 color/2 side BID PER THOUSAND!	20.32
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Supplier  
Notes:

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4.3	5	M	8.5x11 - 20# Bond Colored Paper - 1 color/1 side BID PER THOUSAND!	17.15
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Supplier  
Notes:

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4.4	5	M	8.5x11 - 20# Bond Colored Paper - 1 color/2 side BID PER THOUSAND!	22.15
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Supplier  
Notes:

4.5	5	M	8.5"x11 - 20# Bond Paper - Full Color/1 side BID PER THOUSAND!	18.56
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Supplier  
Notes:

4.6	5	M	8.5"x11 - 20# Bond Paper - Full Color/2 side BID PER THOUSAND!	23.56
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Supplier  
Notes:

5	1	PKG	OFFSET PRINTING PRICING - 8.5x14 Paper QUANTITIES FOR TOTAL OF 5,000	\$678.8
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Item Notes: LARGER QUANTITY PRICING

Supplier Notes:

Package Line Items:				
#	Qty	UOM	Description	Response

5.1	5	M	8.5x14 - 20# Bond White Paper - 1 color/1 side BID PER THOUSAND!	18.36
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Supplier  
Notes:

5.2	5	M	8.5x14 - 20# Bond White Paper - 1 color/2 side BID PER THOUSAND!	23.36
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Supplier  
Notes:

5.3	5	M	8.5x14 - 20# Bond Colored Paper - 1 color/1 side BID PER THOUSAND!	20.42
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Supplier  
Notes:

5.4	5	M	8.5x14 - 20# Bond Colored Paper - 1 color/2 side BID PER THOUSAND!	25.42
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Supplier  
Notes:

5.5	5	M	8.5"x14 - 20# Bond Paper - Full Color/1 side BID PER THOUSAND!	21.60
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Supplier  
Notes:

5.6	5	M	8.5"x14 - 20# Bond Paper - Full Color/2 side BID PER THOUSAND!	26.60
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Supplier  
Notes:

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6 1 PKG OFFSET PRINTING PRICING - 11x17 Paper QUANTITIES FOR TOTAL OF 5,000 \$859.3

Item Notes: LARGER QUANTITY PRICING

Supplier Notes:

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Package Line Items:

#	Qty	UOM	Description	Response
6.1	5	M	11x17 - 20# Bond White Paper - 1 color/1 side BID PER THOUSAND!	24.65

Supplier  
Notes:

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6.2	5	M	11x17 - 20# Bond White Paper - 1 color/2 side BID PER THOUSAND!	25.65
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Supplier  
Notes:

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6.3	5	M	11x17 - 20# Bond Colored Paper - 1 color/1 side BID PER THOUSAND!	27.90
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Supplier  
Notes:

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6.4	5	M	11x17 - 20# Bond Colored Paper - 1 color/2 side BID PER THOUSAND!	32.90
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Supplier  
Notes:

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6.5	5	M	11x17 - 20# Bond Paper - Full Color/1 side BID PER THOUSAND!	27.88
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Supplier  
Notes:

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6.6	5	M	11x17 - 20# Bond Paper - Full Color/2 side BID PER THOUSAND!	32.88
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Supplier  
Notes:

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7 1 PKG BINDING AND FINISHING SERVICES \$60.04

Item Notes:

Supplier Notes:

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Package Line Items:

#	Qty	UOM	Description	Response
7.1	1	EA	Plastic Comb w/Cardstock Covers	No Bid

Supplier



Notes:

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7.2	1	EA	Plastic Comb w/Vinyl Covers	No Bid
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Supplier  
Notes:

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7.3	1	EA	Coil Bind w/Cardstock Covers	0.50
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Supplier  
Notes:

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7.4	1	EA	Coil Bind w/Vinyl Covers	0.50
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Supplier  
Notes:

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7.5	1	EA	Machine Folding	3.60
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Supplier  
Notes: Pricing is per 1,000

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7.6	1	EA	Hand Folding	12.00
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Supplier  
Notes: Pricing is per 1,000

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7.7	1	EA	Hand Stapling Price per Set	3.00
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Supplier  
Notes: Pricing is per 1,000

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7.8	1	EA	Machine Stapling Price per Set	10.25
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Supplier  
Notes: Pricing per 1,000 for 2 staples, will be \$3.00 for 1 staple

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7.9	1	EA	Hand Collating	3.60
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Supplier  
Notes: Pricing per sheet, \$1.50 per set of 100

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7.10	1	EA	Hand Inserting	12.00
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Supplier  
Notes: Price per 1/2 hour

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7.11	1	EA	Pouch Lamination (8.5x11)<3 mil. thick>	0.03
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Supplier  
Notes: Minimum \$10 per order

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7.12	1	EA	Pouch Lamination (11x17)<3 mil. thick>	0.06
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Supplier Notes: Minimum \$10 per order

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7.13	1	EA	Cutting Fee BID PER 1000	1.20
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Supplier Notes:

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7.14	1	EA	Drilling Fee BID PER 1000	2.10
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Supplier Notes:

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7.15	1	EA	Scratch Pads Cost Per 500 Sheets of Scratch Pad	11.20
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Supplier Notes:

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8	1	PKG	DIGITAL RIP FEES	\$50.9
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Item Notes:

Supplier Notes:

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Package Line Items:

#	Qty	UOM	Description	Response
8.1	1	EA	Digital RIP Fee (Non-PDF or Std File)	22.50

Supplier Notes:

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8.2	1	EA	Digital RIP Fee (PDF or Std File)	14.00
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Supplier Notes:

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8.3	1	HR	Document Creation/Manipulation - Cost Per Hour	14.40
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Supplier Notes:

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9	1	Hour	Design Services - Document & Form Development Provide Hourly Rate	\$22.5
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Item Notes: Note any other charges and fees in the Supplier Notes section or other document attached to bid.

Supplier Notes:

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Response Total: \$2,946.44

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**SPECIAL PROVISIONS  
FOR  
TERM CONTRACTS**

**PURCHASING DEPARTMENT  
CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA**

**1. ESTIMATED QUANTITIES**

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

**2. CONTRACT PERIOD**

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

**3. BID PRICES**

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
  1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
  2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
  3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
  4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
  5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
  6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.
9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

**4. CONTRACT ADMINISTRATION**

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

**5. QUARTERLY REPORT**

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
  1. Each ordering department.
  2. Items and quantities purchased by department.
  3. Total dollar amount of purchases by department.

# SPECIFICATIONS

## ANNUAL REQUIREMENTS - OFFSET PRINTING, DESIGN SERVICES, AND RELATED SERVICES CITY OF LINCOLN - LANCASTER COUNTY - PUBLIC BUILDING COMMISSION

### 1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for Offset Printing, Design Services, and other Related Services for the City of Lincoln, Lancaster County, and Public Building Commission (hereinafter referred to as "Owners").
  - 1.1.1 Offset Printing projects are those documents which can be reproduced on offset printing presses in large quantities, specialized colors or other print requirements.
  - 1.1.2 Offset Printing orders will normally be for more than 1,000 documents.
  - 1.1.3 It is estimated that the Owners spend approximately \$220,000.00 per year on these services.
    - 1.1.3.1 The Owners do not guarantee any amount of business to awarded Vendors during the term of the contract.
  - 1.1.4 Where practical and depending on the overall cost, the Owners will make an effort to utilize recycled products.
    - 1.1.4.1 Vendor shall provide a unit price on the Line Items in the ebid response for the **lowest cost paper**.
    - 1.1.4.2 Vendor shall list the recycled content of the paper being bid in the Supplier Notes section of each Line Item.
    - 1.1.4.2 Information shall be provided in the Attribute Section of the ebid listing the percentage of cost increase for paper containing various amounts of PC recycled materials.
  - 1.1.5 Design Services are those services associated with designing documents and forms for owner departments and divisions.
- 1.2 Vendor shall submit bid documents and all supporting material via the Ebid system.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Bob Walla, Asst. Purchasing Agent ([rwalla@lincoln.ne.gov](mailto:rwalla@lincoln.ne.gov)) .
  - 1.3.1 These inquiries and/or responses shall be distributed to prospective Vendors electronically as an addenda.
  - 1.3.2 The Owners shall only reply to written inquiries received within five (5) calendar days of bid opening.
- 1.4 The term of the contract will be for three (3) years with the option to renew for one (1) additional three (3) year period upon mutual consent of both parties.
- 1.5 Pricing provided in this bid shall be firm for at least a period of one year from the date of execution.
  - 1.5.1 Any price increases following the first-year term must be submitted to the City Purchasing office within 30 days of the increase with detailed justification of the increase.
    - 1.5.1.1 Detailed information includes invoices from manufacturers showing the exact price and product being charged compared to earlier invoices for same product.
    - 1.5.1.2 Vendors will be required to submit a new pricing sheet for all Line Items when a price increase is initiated showing the new pricing in place of the original bid price.
    - 1.5.1.3 Any increases associated with labor or other personnel benefits must be tied to a performance indicator such as CPI or PPI for the Midwest region.

- 1.6 Price and ability to meet service requirements will be evaluated in the award of this bid.
  - 1.6.1 It is likely that more than one Vendor will be chosen for these services if each meets the requirements listed and the pricing is among the lowest submitted.
- 1.7 The Owners reserve the right to utilize the State of Nebraska Print Shop for any print jobs if they are found to be the lowest cost without sacrificing quality.
  - 1.7.1 The State of Nebraska Print Shop is a contracted Vendor for Offset Printing services but is not required to submit a bid for this service due to State Statute.
- 1.8 The City will not be able to utilize any contract awarded for the purchase of printing under this bid for Federal Grant funded purchases.

## 2. WARRANTY

- 2.1 Vendor shall warrant all work to be done properly and to the complete satisfaction of the using agency.
  - 2.1.1 Any product deemed unsatisfactory by the using agency will be picked up and replaced within 48 hours or sooner of the initial call to the selected Vendor.
  - 2.1.2 It is strongly recommended that Vendors provide a color or b/w proof cut to finish size to the Owners prior to printing the job in order to avoid reprints.

## 3. ACCEPTANCE OF MATERIAL

- 3.1 Orders will be placed online or via the phone by the agency requesting services.
- 3.2 All correspondence, including acknowledgment of receipt of orders, packing list, and invoices, shall carry the contract number assigned by City/County Purchasing Office.
- 3.3 A Final Inspection Checklist will be completed by staff prior to payment being made to Vendor.
- 3.4 **All print jobs performed by the Vendor are property of the specific Owners department and a CD with the print material and/or artwork used for the creation of print jobs must be given to the using agency upon completion of the job as requested by the department.**

## 4. DELIVERY

- 4.1 Unit bid prices shall include all delivery costs to locations in the City of Lincoln and Lancaster County.
- 4.2 Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., CDT, on normal City of Lincoln - Lancaster County - Public Building Commission working days.
- 4.3 **Only companies providing desktop pickup and deliveries from/to City/County/PBC agencies will be considered for this bid.**

## 5. SUBMITTALS

- 5.1 **Bidder shall provide the following information as an attachment in the Response Attachment section of their ebid:**
  - 5.1.1 Number of delivery drivers for routes.
  - 5.1.2 Delivery and Pickup schedule for routes.
  - 5.1.3 Provide the name, address and phone number of the primary contact person in charge of the City/County/PBC account.
  - 5.1.4 How will your company handle emergency requests?
  - 5.1.5 Provide a complete list of the equipment in your facility/s that will be used to provide printing, design, and related services.

- 5.1.6 Will you be subcontracting out any of the work you are given by the City/County/PBC? If yes, what will be subbed out and to whom?
- 5.1.7 Provide a complete list of artwork/printing layout software your company uses in your business.
- 5.1.8 Provide a sample Order Sheet which will be used for print jobs by the agencies.
- 5.1.9 Will you provide technical assistance if requested by an agency?
  - 5.1.9.1 If yes, who would provide that service?
- 5.1.10 Provide a brief company outline which includes your company structure and number of years in the offset printing services and/or design services business.
- 5.1.11 Provide a list of any "value added" services provided by your company which will be of benefit to the City/County/PBC.
- 5.1.12 Do you currently have an on-line ordering system in place? If not, how do you propose orders be made by departments?

**6. OTHER OWNER REQUIREMENTS**

- 6.1 A "Vendor Fair" will be held sometime after the award of this contract and at least one other time during the term of this contract.
  - 6.1.1 Vendor will participate in this activity and provide a complete description of the services that have been awarded to your company to City/County/PBC employees.
- 6.2 Vendor will assist all departments with questions regarding orders to ensure that they are receiving a quality product.

**7. AWARD EVALUATION CRITERIA**

- 7.1 The Owners intend to award one or more contracts to qualified vendors who have provided information, as required herein, which demonstrates the equipment, skills, and ability to complete work according to the needs of the owners.
- 7.2 The Owners shall evaluate the prices submitted to determine if pricing is fair and reasonable and award to those vendors who have been deemed as such.
- 7.3 The owners reserve the right to reject any bid which does not include information as requested or is submitted by a vendor who is deemed not responsible, or responsive.
- 7.4 See Instructions to Bidders for further evaluation criteria.

## Protection of Proprietary Information and Trade Secrets

Data contained in any bid (hereinafter "Submission") and all documentation provided therein, become the property of the City of Lincoln/Lancaster County. Upon receipt of any Submission by the City of Lincoln/Lancaster County, all data and documentation becomes a public record and is subject to disclosure by the City of Lincoln/Lancaster County to any party initiating a public records request under Nebraska Revised Statutes § 84-712 et seq. In response to a public records request, the City of Lincoln/Lancaster County may include the entire response. The City of Lincoln/Lancaster County has no duty to protect proprietary or commercial information and/or trade secrets.

If the Bidder wishes to have any information withheld from a public records request, such information must fall within the definition of "proprietary or commercial information" contained within Nebraska Public Records Statutes as defined by Nebraska Revised Statute § 84-712.05(3) and/or must be considered "trade secrets" as defined by Nebraska Revised Statutes §§ 87-501 to 87-507. Any and all information the Bidder wishes the City of Lincoln/Lancaster County to withhold from public disclosure must be submitted in the City/County E-bid system as a Response Attachment with the following information:

- 1) Is clearly marked "*proprietary or commercial information*" and/or "*trade secrets*" on the title of the document and the file attached;
- 2) Individually identifies each separate page as confidential;
- 3) Contains supporting documentation specifically enumerating why the information in such documents are marked and qualify as proprietary or commercial information/trade secrets. Under Nebraska law, in order for such information to be protected, the information, if released, would give competitors an advantage *and* serve no public purpose.

**FAILURE TO STRICTLY COMPLY WITH THESE INSTRUCTIONS WILL RESULT IN DISCLOSURE OF INFORMATION DECLARED BY THE BIDDER TO BE PROPRIETARY OR COMMERCIAL INFORMATION AND/OR TRADE SECRETS.  
NO NOTICE OF FAILURE TO COMPLY WILL BE PROVIDED.**

If the instructions above for designating proprietary or commercial information and/or trade secrets are strictly followed, the City of Lincoln/Lancaster County will provide the bidder with reasonable notice that a public records request has been made that may include the information designated as proprietary and commercial or a trade secret. It is the sole responsibility of the Bidder to take actions necessary to protect the information claimed as proprietary or commercial, or a trade secret.

Bidders may not mark their entire Submission as *proprietary or commercial information and/or trade secrets*. Bid pricing may not be marked as proprietary or commercial information/trade secrets, and are deemed to be a public record in the State of Nebraska. Failure of the Bidder to follow the instructions for submitting proprietary or commercial information/trade secrets may result in the material being viewed by other bidders and/or the public.

"Proprietary or commercial information" is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose. (see Neb. Rev. Stat. § 84-712.05(3)).

"Trade Secrets" is defined as information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that:  
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 Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.  
(See Neb. Rev. Stat. § 87-502 (4)(a)(b))

In accordance with the Nebraska Attorney General Opinions 92068 and 97033, Bidders submitting information as proprietary or commercial information/trade secrets may be required to prove specific competitor(s) by name who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

## **INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS**

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln     Lancaster County     Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

**THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN,  
LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION.  
FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY  
INCLUDE THE ENTITY ISSUING THE CONTRACT.**

**FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO  
OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS  
IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE  
REQUIREMENTS SET FORTH BELOW.**

### **Insurance; Coverage Information**

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

### **Certificates**

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.



**1. Commercial General Liability**

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

**1.1 Additional Insured (Requires an Endorsement Form)**

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

**1.2 Automobile Liability**

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

**1.3 Garage Keepers / Garage Liability**

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

**1.4 Workers' Compensation; Employers' Liability**

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

**1.5 Builder's Risk Insurance**

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

**1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights**

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

**1.6 Pollution Liability**

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

**1.7 Errors and Omissions; Professional Liability**

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

**1.8 Railroad Contractual Liability Insurance**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

**1.8.1 Railroad Protective Liability**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

**1.9 Cyber Insurance**

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

**2. Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

**3. Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

**4. Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

**5. Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

**6. Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss

or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

**7. Reservation of Rights**

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

**8. Sovereign Immunity**

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

**9. Further Contact**

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.

## Protection of Proprietary Information and Trade Secrets

Data contained in any bid (hereinafter "Submission") and all documentation provided therein, become the property of the City of Lincoln/Lancaster County. Upon receipt of any Submission by the City of Lincoln/Lancaster County, all data and documentation becomes a public record and is subject to disclosure by the City of Lincoln/Lancaster County to any party initiating a public records request under Nebraska Revised Statutes § 84-712 et seq. In response to a public records request, the City of Lincoln/Lancaster County may include the entire response. The City of Lincoln/Lancaster County has no duty to protect proprietary or commercial information and/or trade secrets.

If the Bidder wishes to have any information withheld from a public records request, such information must fall within the definition of "proprietary or commercial information" contained within Nebraska Public Records Statutes as defined by Nebraska Revised Statute § 84-712.05(3) and/or must be considered "trade secrets" as defined by Nebraska Revised Statutes §§ 87-501 to 87-507. Any and all information the Bidder wishes the City of Lincoln/Lancaster County to withhold from public disclosure must be submitted in the City/County E-bid system as a Response Attachment with the following information:

- 1) Is clearly marked "*proprietary or commercial information*" and/or "*trade secrets*" on the title of the document and the file attached;
- 2) Individually identifies each separate page as confidential;
- 3) Contains supporting documentation specifically enumerating why the information in such documents are marked and qualify as proprietary or commercial information/trade secrets. Under Nebraska law, in order for such information to be protected, the information, if released, would give competitors an advantage *and* serve no public purpose.

**FAILURE TO STRICTLY COMPLY WITH THESE INSTRUCTIONS WILL RESULT IN DISCLOSURE OF INFORMATION DECLARED BY THE BIDDER TO BE PROPRIETARY OR COMMERCIAL INFORMATION AND/OR TRADE SECRETS.  
NO NOTICE OF FAILURE TO COMPLY WILL BE PROVIDED.**

If the instructions above for designating proprietary or commercial information and/or trade secrets are strictly followed, the City of Lincoln/Lancaster County will provide the bidder with reasonable notice that a public records request has been made that may include the information designated as proprietary and commercial or a trade secret. It is the sole responsibility of the Bidder to take actions necessary to protect the information claimed as proprietary or commercial, or a trade secret.

Bidders may not mark their entire Submission as *proprietary or commercial information and/or trade secrets*. Bid pricing may not be marked as proprietary or commercial information/trade secrets, and are deemed to be a public record in the State of Nebraska. Failure of the Bidder to follow the instructions for submitting proprietary or commercial information/trade secrets may result in the material being viewed by other bidders and/or the public.

"Proprietary or commercial information" is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose. (see Neb. Rev. Stat. § 84-712.05(3)).

"Trade Secrets" is defined as information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that:  
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 Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.  
(See Neb. Rev. Stat. § 87-502 (4)(a)(b))

In accordance with the Nebraska Attorney General Opinions 92068 and 97033, Bidders submitting information as proprietary or commercial information/trade secrets may be required to prove specific competitor(s) by name who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

# INSTRUCTIONS TO BIDDERS

## City of Lincoln, Nebraska, County of Lancaster, Public Building Commission

E-Bid

### 1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8<sup>th</sup> St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, Lancaster County and Building Commission, hereafter referred to as "Owners" the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2011 shall apply.
  - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
  - 1.7.2 Said document can be reviewed at Design Engineering or the office of the Purchasing Division.
  - 1.7.3 Said document is available on the web site.  
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm>

### 2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
  - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8<sup>th</sup> St., Ste. 200, Lincoln, NE 68508 to be received within three (3) days of bid closing.
  - 2.1.2 If bid security is not received in the Office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the Owners.
  - 2.4.2 For all other contracts: upon approval by the Owners of the executed contract and bonds.
- 2.5 Owners shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the Owners as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

### 3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

**4. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the specification documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owners; and Bidders shall not rely upon such interpretations or changes.

**5. ADDENDA**

- 5.1 Addenda are instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

**6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

**7. ANTI-LOBBYING PROVISION**

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City or County staff or officers except in the course of Owner sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

**8. BRAND NAMES**

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Owners that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the specification document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the Owners' bidding documents.

**9. DEMONSTRATIONS/SAMPLES**

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owners.
- 9.2 Such demonstration can be at the Owners delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the Owners of acceptable goods. The Bidder must indicate how samples are to be returned.

**10. DELIVERY (Non-Construction)**

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The Owners reserve the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the Owners at the location specified by the Owners, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Owner employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.



**11. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
  - 11.1.1 Manufacturer's warranties and/or guarantees.
  - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the Owners, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the Owners. Replacement parts of defective components shall be shipped at no cost to the Owners. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

**12. ACCEPTANCE OF MATERIAL**

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
  - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the Owners; and
  - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, the Owners reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Owner, as required by the specification documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

**13. BID EVALUATION AND AWARD**

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the Owners, and as the Owners deem will best serve the requirements and interests of the Owners.
- 13.5 The Owners reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the Owners.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the Owners. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The Owners reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

**14. INDEMNIFICATION**

- 14.1 The Bidder shall indemnify and hold harmless the Owners from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.
- 14.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

**15. TERMS OF PAYMENT**

15.1 Unless stated otherwise, the Owners will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

**16. LAWS**

16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this proposal and any contract reached as a result of this process.

16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

**17. EQUIPMENT TAX ASSESSMENT**

17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes Section 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

**18. AFFIRMATIVE ACTION**

18.1 The City of Lincoln-Lancaster County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

**19. INSURANCE**

19.1 All Bidders shall take special notice of the insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for City, County, Building Commission*).

**20. EXECUTION OF AGREEMENT**

20.1 Depending on the type of service and commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

a. **PURCHASE ORDER**, unless otherwise noted.

1. This Contract shall consist of a City of Lincoln, Lancaster County and City-County Public Building Commission Purchase Order.
2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.

b. **CONTRACT**, unless otherwise noted.

1. City, County and City-County Public Building Commission will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
3. The City, County and City-County Public Building Commission will sign and date the Contract.
4. Upon approval and signature, the City, County and City-County Public Building Commission will return one copy to the successful Bidder.

**21. TAXES AND TAX EXEMPTION CERTIFICATE**

21.1 The Owners are generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

**22. CITY AUDIT ADVISORY BOARD**

22.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

**23. E-VERIFY**

23.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise 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 a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to [www.uscis.gov/everify](http://www.uscis.gov/everify).

**Advertise 2 times**  
**Thursday, April 25, 2019**  
**Wednesday, May 1, 2019**

**City of Lincoln/Lancaster County**  
**Purchasing Division**  
**NOTICE TO BIDDERS**

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: **12:00 pm, Friday, May 10, 2019** for providing the following:

**Annual Requirements- Offset Printing,**  
**Design Services, and Related Services**  
**Bid No. 19-141**

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To register go to: [lincoln.ne.gov](http://lincoln.ne.gov) (type: e-bid - in search box, then click "Supplier Registration").

Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8103 or [purchasing@lincoln.ne.gov](mailto:purchasing@lincoln.ne.gov).