

Tracking No. 17060240

CONTRACT DOCUMENTS

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

ANNUAL SERVICE

**Publishing Legal Notices and all Other Verbiage Necessary
to Conduct City/County/Public Building Commission Business
Bid No. 17-150**

**Lincoln Journal Star (Lee Enterprises, Incorporated)
926 P Street
Lincoln, NE 68808
(402) 473-7448**

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

THIS CONTRACT, made and entered into by and between **Lincoln Journal Star (Lee Enterprises, Incorporated), 926 P Street, Lincoln, NE 68508**, 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:

Publishing Legal Notices and all Other Verbiage Necessary to Conduct City/County/Public Building Commission Business, Bid No. 17-150

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 full 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:

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 estimated cost of products or services for City Departments shall not exceed \$32,000.00 during the contract term without approval. The estimated cost of products or services for County agencies shall not exceed \$30,000.00 during the contract term without approval by the Board of Commissioners. The estimated cost of products or services for the Public Building Commission shall not exceed \$3,000.00 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.

8. Audit Provision: The Lincoln Journal Star (Lee Enterprises, Incorporated) 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 beginning June 9, 2017 through June 8, 2018 with the option for three (3) additional one (1) year renewals.
10. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Response
 3. Special Provisions
 4. Specifications
 5. Instructions to Bidders
 6. 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 - 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 SERVICE
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Bid No. 17-150
City of Lincoln, Lancaster County
Lincoln-Lancaster County Public Building Commission
Lincoln Journal Star (Lee Enterprises, Incorporated)

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

U Boone Seal
Secretary



Lincoln Journal Star
Name of Corporation
926 P St. Lincoln, NE 68508
Address
By: Natalia White
Duly Authorized Official
VP of Sales
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address
By: _____
Member
By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Lancaster County Signature Page

**Contract
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Lincoln Journal Star (Lee Enterprises, Incorporated)**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Sharon Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	smulder@lincoln.ne.gov	Contact	Sharon Mulder Asst. Purchasing Agent	Contact
Phone	(402) 441-7428			
Fax	(402) 441-6513			
Bid Number	17-150	Department	Purchasing	Department
Title	Annual Requirements for Publishing Legal Notices and all Other Verbiage Necessary to Conduct City/County/Public Building Commission Business	Building	Suite 200	Building
		Floor/Room		Floor/Room
		Telephone	(402) 441-7428	Telephone
		Fax	(402) 441-6513	Fax
		Email	smulder@lincoln.ne.gov	Email
Bid Type	Bid			
Issue Date	5/5/2017 01:00 PM (CT)			
Close Date	5/19/2017 12:00:00 PM (CT)			

Supplier Information

Company	Lincoln Journal Star (Lee Enterprises, Incorporated)
Address	926 P St. Lincoln, NE 68508
Contact	Barbara Chesnut
Department	
Building	
Floor/Room	
Telephone	(402) 473-7448
Fax	(402) 473-7466
Email	Legals@journalstar.com
Submitted	5/18/2017 10:03:36 AM (CT)
Total	\$2.676

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

Signature Jill Aerni

Email JAerni@JournalStar.com

Supplier Notes

Bid Notes

If you need assistance in preparing your bid, 1) Click the "Help" button in the upper right hand corner of any screen; 2) Contact our office at 402-441-7417 to set up a training session in Purchasing or assistance over the phone.

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Renewal is an Option	Contract Extension Renewal is an option.	Yes
5	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
6	Contract Term	I understand and acknowledge that the term for this contract will be for one (1) year with three (3) additional one (1) year renewals.	Yes
7	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
8	Rates	I acknowledge understanding the Rates will reflect the legal rates set by the State of Nebraska?	Yes
9	Column Width	Please state your Column Width, Point Type and Type Style i.e. Column Width, 11 Pica, Point type 5.5, Type Style, Futura:	Column Width 1.556, Point Type 6, Type Style Helvetica
10	Cost of Personnel Notices	Please state the Costs of Personnel Notices:	\$8.57 per line per Sunday insertion for Classified Employment Advertisement unless otherwise stated on contract or given discount for frequency/volume/size.
11	Cost of Electronic Employment Advertisements	Please state the Costs of Electronic Employment Advertisements:	Monster.com Posting for 30 Days is \$487.00, Monster Posting for 7 Days is \$198, LincolnJobs.com Posting for 30 Days is \$200.00, JournalStar.com Posting for 30 Days is \$200.00
12	Contact	Name of person submitting this bid:	Jill Aerni

13 U.S. Citizenship Attestation

Is your company legally considered an Individual or Sole Proprietor: YES or NO Yes

As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at:
<http://www.sos.ne.gov/business/notary/citizenforminfo.html>

All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.

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

Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.

14 Electronic Signature

Please check here for your electronic signature. Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Cost per Line for First Insertion	\$0.565
			Item Notes:	
			Supplier Notes:	
2	1	EA	Cost per Line of Second Insertion	\$0.49
			Item Notes:	
			Supplier Notes:	
3	1	EA	Cost per Line of Third Insertion	\$0.49
			Item Notes:	
			Supplier Notes:	
4	1	EA	Cost per Insertion of City Council Agenda	\$0.001
			Item Notes:	
			Supplier Notes: Free, entering .001 as a placeholder for this field.	
5	1	EA	Cost per Insertion of County Board Agenda	\$0.565
			Item Notes:	
			Supplier Notes:	
6	1	EA	Cost per Insertion of Public Building Commission Meeting	\$0.565
			Item Notes:	
			Supplier Notes:	
			Response Total:	\$2.676
