

Tracking No. 17090114

**CONTRACT DOCUMENTS**

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

**Annual Supply  
Envelope Supply and Printing  
Bid No. 17-247**

**Nebraska Printing Center  
2145 N. Cotner Blvd.  
Lincoln, NE 68505  
(402) 466-8521**

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

THIS CONTRACT, made and entered into by and between **Nebraska Printing Center, 2145 N. Cotner Blvd., Lincoln, NE 68505**, 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:

**Envelope Supply and Printing, Bid No. 17-247**

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 cost of products or services for County agencies shall not exceed \$25,000.00 during the contract term without approval by the Board of Commissioners. The cost of products or services for City Departments shall not exceed \$25,000.00 during the contract term without approval. The 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 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 November 1, 2017 through October 31, 2018. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year terms.
10. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Accepted Proposal/Response
  3. Addendums 1 and 2
  4. Special Provisions
  5. Specifications
  6. Layout of the #10 Window Envelope
  7. Last Bid Results
  8. Instructions to Bidders
  9. 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.)
  10. Notice to Bidders

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 Supply**  
**Envelope Supply and Printing**  
**Bid No. 17-247**  
**City of Lincoln, Lancaster County and**  
**City of Lincoln-Lancaster County Public Building Commission**  
**Nebraska Printing Center**

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:

Nebraska Printing Center  
Name of Organization

Commercial Printing  
Type of Organization

2145 W. Cotner Blvd  
Address

By: Jeff Maldaner  
Member

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

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

## City of Lincoln Signature Page

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**CONTRACT  
Annual Supply  
Envelope Supply and Printing  
Bid No. 17-247  
City of Lincoln, Lancaster County and  
City of Lincoln-Lancaster County Public Building Commission  
Nebraska Printing Center**

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

ATTEST:

CITY OF LINCOLN, NEBRASKA

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

\_\_\_\_\_  
Finance Director

Approved by Directorial Order No. \_\_\_\_\_

dated \_\_\_\_\_

## Lancaster County Signature Page

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**CONTRACT**  
**Annual Supply**  
**Envelope Supply and Printing**  
**Bid No. 17-247**  
**City of Lincoln, Lancaster County and**  
**City of Lincoln-Lancaster County Public Building Commission**  
**Nebraska Printing Center**

**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 Supply  
Envelope Supply and Printing  
Bid No. 17-247  
City of Lincoln, Lancaster County and  
City of Lincoln-Lancaster County Public Building Commission  
Nebraska Printing Center**

**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	Sharon Mulder Asst Purchasing Agent	Address	Purchasing\City & County	Address
Email	smulder@lincoln.ne.gov		440 S. 8th St.	Contact
Phone	(402) 441-7428		Lincoln, NE 68508	
Fax	(402) 441-6513	Contact	Sharon Mulder, Asst. Purchasing Agent	Department Building
Bid Number	17-247 Addendum 2	Department		
Title	Envelope Supply and Printing	Building		Floor/Room
Bid Type	Bid			Telephone
Issue Date	9/1/2017 11:51 AM (CT)	Floor/Room		Fax
Close Date	9/15/2017 12:00:00 PM (CT)	Telephone	1 (402) 441-7428	Email
		Fax	1 (402) 441-6513	
		Email	smulder@lincoln.ne.gov	

## Supplier Information

Company Nebraska Printing Center  
 Address 2145 N. Cotner Blvd  
  
 Lincoln, NE 68505  
 Contact Jeff Maldaner  
 Department  
 Building  
 Floor/Room  
 Telephone (402) 466-8521  
 Fax  
 Email  
 Submitted 9/15/2017 11:44:44 AM (CT)  
 Total \$160.70

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

Signature Jeff Maldaner

Email jeff@npcenter.com

## 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	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	Annual Requirements	I acknowledge reading and understanding the Annual Requirements.	Yes
5	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
6	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 B) No C) through full contract
7	Renewal is an Option	Contract Extension Renewal is an option.	Yes
8	Bid Submittal	I have completed the requirements of Section 5 in the specifications and included them as an attachment in the Vendors Response Attachment section of the e-bid.	Yes
9	Quarterly Reports	Our company shall 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
10	Paper Stock	Please provide the paper stock of the 24lb. white envelopes you are bidding.	Printmaster envelopes provided by Omaha Paper Company - paper stock is a 24#WW stock
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 (3)three 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
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 24 hours of request. Quick Quotes will be required for quantities that exceed the amounts listed in the Line Item section of the Ebid.	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? If yes, what are they and specify why you are charging this fee.	no setup fees unless agency does NOT provide print ready artwork

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 Content	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: THE PRICE TO INCREASE THE PC RECYCLED CONTENT FOR PAPER WILL INCREASE BY WHAT PERCENTAGE? LIST THE RECYCLE CONTENT AND PERCENTAGE INCREASE AT RIGHT!!	Currently there is no recycled content on the envelopes. There will be an increase in price for up to 30% recycled content at the price increase of 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	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
19	Contact	Name of person submitting this bid:	Jeff Maldaner
20	U.S. Citizenship Attestation	Is your company legally considered an Individual or Sole Proprietor: YES or NO  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: <a href="http://www.sos.ne.gov/business/notary/citizenforminfo.html">http://www.sos.ne.gov/business/notary/citizenforminfo.html</a>  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.	NO
21	Electronic Signature	Please check here for your electronic signature.	Yes
22	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

23 Agreement to Addendum No. 2

Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. Yes

## Line Items

#	Qty	UOM	Description	Response
1	1,000	EA	#10 Plain Envelopes - 24lb. White RETURN ADDRESS PRINTED ON LEFT HAND CORNER IN ONE (1) COLOR	\$0.0415

Item Notes: MINIMUM ORDER WILL BE 1,000

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Price Breaks	Please provide the price breaks up to an order of 10,000; include quantity and price.	41.50/M up to 10M envelopes
2	Two (2) Color	What would the price be if printed in two (2) colors?	45.23/M up to 10M envelopes

2	500	EA	#10 Plain Envelopes - 60lb. White Cougar Offset Opaque Text Paper. RETURN ADDRESS PRINTED IN LEFT HAND CORNER (ONE COLOR)	\$0.093
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Item Notes: MINIMUM ORDER WILL BE 500

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Price Breaks	Please provide the price breaks up to an order of 5,000; include quantity and price.	46.50/M up to 5M envelopes
2	Two (2) Color	What would the price be if printed in two (2) colors?	50.25/M up to 5M envelopes

3	1,000	EA	#10 Window Envelopes - 24lb. White RETURN ADDRESS PRINTED ON LEFT HAND CORNER IN ONE (1) COLOR	\$0.0375
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Item Notes: MINIMUM ORDER WILL BE 1,000. Standard Left Window

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Two (2) Color	What would the price be if printed in two (2) colors?	40.25/M
2	Price Breaks	Please provide the price breaks up to an order of 10,000; include quantity and price.	40.25/M up to 10M envelopes

4	1,000	EA	#9 Plain Envelopes - 24lb. White RETURN ADDRESS PRINTED IN LEFT HAND CORNER (ONE COLOR)	\$0.0352
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Item Notes: MINIMUM ORDER WILL BE 1,000

Supplier Notes:

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Item Attributes: Please review the following and respond where necessary

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#	Name	Note	Response
1	Two (2) Color	What would the price be if printed in two (2) colors?	38.74/M
2	Price Breaks	Please provide the price breaks up to an order of 10,000; include quantity and price.	38.74/M up to 10M envelopes
			Response Total: \$160.70

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**ADDENDUM #1**  
**Issue Date:**  
**09/11/2017**  
**Bid No. 17-247**  
**ENVELOPE SUPPLY AND PRINTNG**

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes to the Specification and bidding documents:

**QUESTIONS**

1. Item 3 is a #10 window envelope. Can you please provide the window size and position (from left and bottom)?
  - a. Attached is the layout of the envelope.
2. The quantities are all small but there is a request for price breaks at larger quantities. Can you provide detail on the estimated total quantities for the year? The amounts you show are they monthly, quarterly, annual usage?
  - a. The annual usage is hard to determine as the usage changes. The quantity shown is the minimum order quantity.
3. Can you provide the results from the last time this was awarded?
  - a. Attached the last bid results.
4. If this is the annual contract how long do you require the pricing to be good for?
  - a. The first year of the contract. There are renewals and if there would be an increase, that would be when we would like to be informed.

**END OF ADDENDA NO. 1**

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Sharon Mulder  
Assistant Purchasing Agent

**ADDENDUM #2**  
**Issue Date:**  
**09/12/2017**  
**Bid No. 17-247**  
**ENVELOPE SUPPLY AND PRINTNG**

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes to the Specification and bidding documents:

**QUESTIONS**

1. Regarding the one (1) color envelopes, will the one (1) color be black or will is vary?  
Typically the one (1) color is blue.

**END OF ADDENDA NO. 2**

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Sharon Mulder  
Assistant Purchasing Agent



**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.

**ENVELOPE SUPPLY AND PRINTING  
CITY OF LINCOLN - LANCASTER COUNTY -  
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 Envelope Supply and Printing for the City of Lincoln, Lancaster County and City of Lincoln - Lancaster County Public Building Commission (hereinafter referred to as "Owners").
  - 1.1.1 Envelopes shall be commercial or business grade as specified in the Line Items. All printing will be done in one color or as requested.
  - 1.1.2 The minimum order for all envelopes will be **500 or 1,000**.
  - 1.1.3 It is estimated that the Owners use 400,000 envelopes per year.
  - 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 below for the lowest cost paper and then another price in the Attribute Section of the ebid listing the percentage of cost increase for paper containing 30% to 100% PC recycled materials.
- 1.2 Bidder shall submit bid documents and all supporting material via the e-bid system.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Sharon Mulder, Asst. Purchasing Agent ([smulder@lincoln.ne.gov](mailto:smulder@lincoln.ne.gov)) or fax:(402)441-6513.
  - 1.3.1 These inquiries and/or responses shall be distributed to prospective proposers 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 (1) one year with the option to renew for (3) three additional (1) one year terms.
- 1.5 Pricing provided in this bid shall be firm for a period of one year from the date of execution.
  - 1.5.1 Any price increases following the one 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.
- 1.6 Price and service will be evaluated in the award of this bid.
  - 1.6.1 It is the intent of this bid to not award to more than one vendor for these services if the requirements listed are met.
- 1.7 Vendor shall return a disk with the artwork used for the envelope printing to the using agency upon completion of the job.

**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.

**3. ACCEPTANCE OF MATERIAL**

- 3.1 Orders will be placed online or via the phone by the agency requesting services on an as-needed basis.
- 3.2 All correspondence, including acknowledgment of receipt of orders, packing lists and invoices, shall carry the contract number assigned by City of Lincoln Purchasing Office.
- 3.3 A final inspection checklist will be completed by City of Lincoln staff prior to payment being made to vendor.

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 and 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. **BIDDER SPECIFICATIONS**

- 5.1 **Bidders shall provide the following information as an attachment to the Response Attachment section of their bid:**
  - 5.1.1 Number of delivery drivers for routes.
  - 5.1.2 How does your company propose to handle orders, deliveries and pickups?
  - 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 print envelopes.
  - 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 software your company uses in your business.
    - 5.1.7.1 Are you willing to purchase the Windows Version of CorelDrawX3 software that is compatible with the City/County/PBC software in order to more easily transfer files back and forth?
  - 5.1.8 Provide a sample Order Sheet which will be used for envelope orders 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 envelope and printing 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?
    - 5.1.12.1 Do you have the capability to set up a website where you would show the various envelopes under contract, allow the department to insert their printed information on a template and verify a receipt of order from that department? If yes, are you willing to show us how the system would work and any additional costs associated with maintaining this type of service. If no, would you consider setting the system up based on our needs?

FINANCE DEPARTMENT  
Purchasing Division  
440 South 8th Street, Suite 200  
Southwest Wing  
Lincoln, NE 68508



Window 4 1/2" wide  
Window 1 1/8" height

— 8 7/8" —

1/2"

Quantity	UOM	Description	Award Response	Award Quantity
1000	EA	PRINTED ON LEFT HAND CORNER IN ONE (1) COLOR  QUANTITY: 1,000 to 2,500	\$0.0303	1000
2500	EA	PRINTED ON LEFT HAND CORNER IN ONE (1) COLOR  QUANTITY: 2,500 to 5,000	\$0.0303	2500
5000	EA	PRINTED ON LEFT HAND CORNER IN ONE (1) COLOR  QUANTITY - 5,000 - 7,500	\$0.0303	5000
7500	EA	#10 Plain Envelopes - 24lb. White RETURN ADDRESS PRINTED ON LEFT HAND CORNER IN ONE (1) COLOR QUANTITY - 7,500 - 10,000	\$0.0303	7500
1000	EA	#10 Plain Envelopes - 60lb. White Cougar Offset Opaque Text Paper.  RETURN ADDRESS PRINTED IN LEFT HAND CORNER (ONE COLOR)  QUANTITY - 1,000 - 2,500	\$0.0355	1000
2500	EA	#10 Plain Envelopes - 60lb. White Cougar Offset Opaque Text Paper.  RETURN ADDRESS PRINTED IN LEFT HAND CORNER (ONE COLOR)  QUANTITY - 2,500 - 5,000	\$0.0355	2500
5000	EA	#10 Plain Envelopes - 60lb. White Cougar Offset Opaque Text Paper.  RETURN ADDRESS PRINTED IN LEFT HAND CORNER (ONE COLOR)  QUANTITY - 5,000 - 7,500	\$0.0355	5000
7500	EA	#10 Plain Envelopes - 60lb. White Cougar Offset Opaque Text Paper.  RETURN ADDRESS PRINTED IN LEFT HAND CORNER (ONE COLOR)  QUANTITY - 7,500 - 10,000	\$0.0355	7500
1000	EA	#10 Window Envelopes - 24lb. White RETURN ADDRESS PRINTED ON LEFT HAND CORNER IN ONE (1) COLOR  QUANTITY - 1,000 - 2,500	\$0.0266	1000
2500	EA	#10 Window Envelopes - 24lb. White  RETURN ADDRESS PRINTED IN LEFT HAND CORNER (ONE COLOR)  QUANTITY - 2,500 - 5,000	\$0.0266	2500
5000	EA	#10 Window Envelopes - 24lb. White  RETURN ADDRESS PRINTED IN LEFT HAND CORNER (ONE COLOR)  QUANTITY - 5,000 - 7,500	\$0.0266	5000
7500	EA	#10 Window Envelopes - 24lb. White  RETURN ADDRESS PRINTED IN LEFT HAND CORNER (ONE COLOR)  QUANTITY - 7,500 - 10,000	\$0.0266	7500
1000	EA	#9 Plain Envelopes - 24lb. White  RETURN ADDRESS PRINTED IN LEFT HAND CORNER (ONE COLOR)  QUANTITY - 1,000 - 2,500	\$0.0242	1000
5000	EA	#9 Plain Envelopes - 24lb. White  RETURN ADDRESS PRINTED IN LEFT HAND CORNER (ONE COLOR)  QUANTITY - 5,000 - 10,000	\$0.0242	5000

10000 EA	#9 Plain Envelopes - 24lb. White  RETURN ADDRESS PRINTED IN LEFT HAND CORNER (ONE COLOR)  QUANTITY - 10,000 - 20,000	\$0.0242	10000
20000 EA	#9 Plain Envelopes - 24lb. White  RETURN ADDRESS PRINTED IN LEFT HAND CORNER (ONE COLOR)  QUANTITY - 20,000 - 25,000	\$0.0242	20000
1000 EA	#9 Window Envelopes - 24lb. White  RETURN ADDRESS PRINTED IN LEFT HAND CORNER (ONE COLOR)  QUANTITY - 1,000 - 2,500	\$0.0299	1000
2500 EA	#9 Window Envelopes - 24lb. White  RETURN ADDRESS PRINTED IN LEFT HAND CORNER (ONE COLOR)  QUANTITY - 2,500 - 5,000	\$0.0299	2500
5000 EA	#9 Window Envelopes - 24lb. White  RETURN ADDRESS PRINTED IN LEFT HAND CORNER (ONE COLOR)  QUANTITY - 5,000 - 10,000	\$0.0299	5000
10000 EA	#9 Window Envelopes - 24lb. White  RETURN ADDRESS PRINTED IN LEFT HAND CORNER (ONE COLOR)  QUANTITY - 10,000 - 25,000	\$0.0299	10000

# 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**  
**Friday, September 1, 2017**  
**Friday, September 8, 2017**

**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, September 15, 2017** for providing the following:

**Annual Supply - Envelope Supply and Printing**  
**Bid No. 17-247**

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)*