Tracking	No.	18050007

CONTRACT DOCUMENTS

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

Business Card and Letterhead Printing Bid No. 18-082 (Business Cards only)

> Firespring 1201 Infinity Court Lincoln, NE 68512 402-437-0000

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

THIS CONTRACT, made and entered into by and between Firespring, 1201 Infinity Court, Lincoln, NE 68512, 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:

Business Card and Letterhead Printing, Bid No. 18-082 (Business Cards only)

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 line items 17 through 27 of Contractor's Supplier Response 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 \$5,000.00 during the contract term without approval by the City. The estimated cost of products or services for County Agencies shall not exceed \$3,500.00 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 \$300.00 during the contract term without approval by the Board of the Public Building Commission.

- 3. <u>Equal Employment Opportunity</u>. 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. <u>E-Verify</u>. 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) <u>Termination for Convenience.</u> 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. <u>Independent Contractor</u>. 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. <u>Audit Provision</u>: The Contractor 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. <u>Period of Performance</u>. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a 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. Addendum No. 1
 - 4. Special Provisions
 - 5. Specifications
 - 6. Insurance Requirements
 - 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 Business Card and Letterhead Printing Bid No. 18-082 (Business Cards only) City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission Firespring

EXECUTION BY CONTRACTOR

IF A CORPORATION:		Financia Pint To
Attest:		Name of Corporation
Secretary	Seal	Name of Corporation 1201 Jufinity Court, Lincoln, Ne Address 68512
		By: Suhr Suhr Duly Authorized Official
		Legal Title of Official
IF OTHER TYPE OF ORGANIZATION:		
		Name of Organization
		Type of Organization
		Address
		By: Member
		By:
IF AN INDIVIDUAL:		
		Name
		Address
		Signature

City of Lincoln Signature Page

CONTRACT
Business Card and Letterhead Printing
Bid No. 18-082
(Business Cards only)
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Firespring

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:	
City Clerk	
	CITY OF LINCOLN, NEBRASKA
	Finance Director
	Approved by Directorial Order No
	dated

Lancaster County Signature Page

CONTRACT
Business Card and Letterhead Printing
Bid No. 18-082
(Business Cards only)
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Firespring

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

CONTRACT
Business Card and Letterhead Printing
Bid No. 18-082
(Business Cards only)
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Firespring

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	on	Contact Info	nation Ship to Information		
Bid Creator Email Phone Fax Bid Number Title Bid Type Issue Date Close Date	Robert Walla Purchasing Agent rwalla@lincoln.ne.gov 1 (402) 441-8309 x 1 (402) 441-6513 x 18-082 Addendum 1 Business Card and Letterhead Printing Bid 3/17/2018 02:00 PM (CT) 4/2/2018 12:00:00 PM (CT)	Address Contact Department Building Floor/Room Telephone Fax Email	Purchasing\City & Address County 440 S. 8th St. Lincoln, NE 68508 Contact Robert Walla - Purchasing Agent Department Building nent Floor/Room Telephone Fax		
Supplier Infor	mation				
Company Address	Firespring 1201 Infinity Court				
Contact Department Building Floor/Room Telephone Fax Email Submitted Total	Lincoln, NE 68512 ct Patti Wenzel tment ng Room none (402) 437-0000 (402) 437-0101 patti.wenzel@firespring.com				
By submitting	your response, you certify that y	ou are authori	zed to represent and bind	your company.	
Signature Pa	atti Wenzel		Email patti.v	venzel@firespring.com	
Supplier Note	es .			<u>-</u>	
	n companies with a Web-Based tions for additional requirements		em will be considered.		
PIG VORAIIG2					
Bid Messages	5			330°	

	Attributes ase review the following and respond wh	nere necessary	
#	Name	Note	Response
1	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 1 Information. Vendors must provide insurance that meets the requirements as shown in the Bid Attachment section upon award of a contract. The bid has been extended to 12:00pm on Monday April 2, 2018.	Yes
2	Insurance Requirements and Endorsements	Vendor agrees to provide insurance coverage for each checked box on the insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements. Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.	Yes
		,	
		Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.	
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Electronic Signature	Please check here for your electronic signature.	Yes
5	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
6	Contact	Name of person submitting this bid:	Patti Wenzel
7	Annual Requirements	I acknowledge reading and understanding the Annual Requirements.	Yes
8	City/County Specialty Letterhead	List the additional cost for letterhead with colored or specialty paper and/or additional logos and print from the Standard Design.	Cost would increase based on the price of the specialty paper selected, and will be quoted on a case by case basis.
9	Raised Lettering and Logos	List the additional cost to the standard business card and standard letterhead if the customer chooses raised lettering or a raised gold stamp.	Additional Cost for Thermography Business Cards will be a Minimum of 500 cards at 61.25, and 1,000 at \$80.16. Production Time on these would be 10 business days, Thermography Letterhead will be an additional cost with a 500 Minimum of \$165.00, and 1,000 at \$263.00. Production time on the Letterhead would be 10 Business Days. Foil Stamping of Business Cards will have additional charges of \$150.00 for a Foil Stamping Die, Plus Stamping Charges for 500 cards \$75.00, and 1,000 \$263.00. Production Time on these would be 1-15 business days.
10	Online Ordering Requirement	How many years have you been serving customers with an online ordering system as listed in the Specifications?	25 Years

11	References	List the company name, contact name, address and phone number for at least 2 companies that have utilized your online ordering system in the last 2 years.	City of Lincoln, Building and Safety Department, Tracy Domgard, 555 South 10th Street, Lincoln, NE 68508, 402-441-6455, T.O. Haas Co, Fred Knight Box 81067, Lincoln, NE 68508, 402-323-4223, Crete Carrier Corporation, Debra Jicha 400 NW 56th Street, Lincoln, NE 68528, 800-998-4095.
12	Custom Orders	Will your company provide quantity pricing to the departments, and include that pricing in the department's online system, as listed in the Line Items below for custom Letterhead and Business Cards?	No
13	Emergency Card Orders	Do you have a process in place which allows departments to order small quantities of cards prior to receiving a printed order of 500? YES or NO If yes, what is the cost per card for 50 cards using standard paper and PMS-286 blue ink?	Yes, \$9.00 per 50 Cards
14	Layout and Design Fee - Business Cards	What is the cost per hour for layout and design of business cards? How much time does it take to layout and design a standard business card?	\$ 40.00 per hour is our Design Charge, A typical card will take 15- 30 minutes, but is also based on the number of changes, revisions by the client. Pricing is based on time required.
15	Layout and Design Fee - Letterhead	What is the cost per hour for layout and design of letterhead? How long does it normally take for the layout and design of standard letterhead?	\$ 40.00 per hour is our Design Charge, A typical letterhead will take 15-30 minutes, but is also based on the number of changes, revisions by the client.
16	Orders Below Minimum Order Penalty Fee	What is the penalty fee for agencies ordering cards or letterhead prior to the minimum order being met?	Business Card Fee will be \$ 15.00, and the Letterhead Fee will be \$ 20.00 Additional.
17	Double-Sided Business Cards	List the per unit cost of a business card if the customer orders a card with printing on both sides. Pricing based on a minimum order of 250.	.072 per piece for 250, .04 per piece for 500 Cards
18	Foldable Business Cards	List the per unit cost of a business card if the customer orders a foldable card with information printed on all 4 sides. Pricing based on a minimum order of 250.	.13 per piece for 250,.086 per piece for 500 Cards
19	Additional Line - Standard Card	Please provide the price for an additional line on the Standard Cards for the listing of a Department Name and/or Division Name. See Bid Attachment for Public Works example	\$ 9.50

	ne Item			
#	Qty	UOM	Description	Response
1	1	Per 100	8.5"x11" Standard City Letterhead YOU MUST BID PER SHEET (PAPER & PRINTING) BID QUANTITY - 100 - 500 SHEETS	\$0.28
	Item N	mu 500	be printed on 60# Text White Exact Offset Opaque paper or equivalent. One color (PN st include delivery to locations throughout the City of Lincoln. Letterhead will be shrink to or less. Minimum order shall be 100 sheets. A disk will be provided with page layout encies.	wrapped in bundles of
	Suppli	er Notes: All	etterhead will be placed via Email, or a Phone Call. Letterhead will not be put on the Po	ortal.
2	1	Per 500	8.5"x11" Standard City Letterhead YOU MUST BID PER SHEET (PAPER & PRINTING) BID QUANTITY - 501 - 2000 SHEETS	\$0.11
	Item N	mu 500	be printed on 60# Text White Exact Offset Opaque paper or equivalent. One color (PM st include delivery to locations throughout the City of Lincoln. Letterhead will be shrink to or less. Minimum order shall be 500 sheets. A disk will be provided with page layout encies.	wrapped in bundles of
	Suppli	er Notes:		
3	1	Per 2000	8.5"x11" Standard City Letterhead YOU MUST BID PER SHEET (PAPER & PRINTING) BID QUANTITY - 2,001 - 5,000 SHEETS	\$0.04
	Item N	mu	be printed on 60# Text White Exact Offset Opaque paper or equivalent. One color (PNst include delivery to locations throughout the City of Lincoln. Letterhead will be shrink with the City of Lincoln. Letterhead will be shrink with the City of Lincoln. Letterhead will be shrink with the color of the colo	wrapped in bundles of
	Suppli	er Notes:		
4	1	Per 5000	8.5"x11" Standard City Letterhead YOU MUST BID PER SHEET (PAPER & PRINTING) BID QUANTITY - 5,001 - 10,000 SHEETS	\$0.03
	must		be printed on 60# Text White Exact Offset Opaque paper or equivalent. One color (PNst include delivery to locations throughout the City of Lincoln. Letterhead will be shrink with the City of Lincoln. Letterhead will be shrink with the City of Lincoln. Letterhead will be shrink with the color of the colo	wrapped in bundles of
	Suppli	er Notes:		
5	1	Per 5000	8.5"x11" Standard City Letterhead YOU MUST BID PER SHEET (PAPER & PRINTING) BID QUANTITY - 10,001 - 20,000 SHEETS	\$0.029
	Item N	mu	be printed on 60# Text White Exact Offset Opaque paper or equivalent. One color (PNst include delivery to locations throughout the City of Lincoln. Letterhead will be shrink to Minimum order shall be 5001 sheets. A disk will be provided with page layout and lo	wrapped in bundles of

Supplier Notes:

6 1 Per 100 8.5"x11" Standard County Letterhead - Horizontal Printing

YOU MUST BID PER SHEET (PAPER & PRINTING)

BID QUANTITY 100-500

Item Notes:

To be printed on 60# Text White Exact Offset Opaque paper or equivalent. One color (PMS-286 blue ink. Price must include delivery to locations throughout Lancaster County. Letterhead will be shrink wrapped in bundles of 500 or less. Minimum order shall be 100 sheets. A disk will be provided with page layout and locations of agencies.

Supplier Notes:

7 1 Per 500

8.5"x11" Standard County Letterhead - Horizontal Printing

YOU MUST BID PER SHEET (PAPER & PRINTING)

BID QUANTITY 501 - 2,000

Item Notes:

To be printed on 60# Text White Exact Offset Opaque paper or equivalent. One color (PMS-286 blue ink. Price must include delivery to locations throughout Lancaster County. Letterhead will be shrink wrapped in bundles of 500. Minimum order shall be 500 sheets. A disk will be provided with page layout and locations of agencies.

Supplier Notes:

8 1 Per 2000 8.5"x11" Standard County Letterhead - Horizontal Printing

\$0.04 YOU MUST BID PER SHEET (PAPER & PRINTING)

BID QUANTITY 2,001 - 5,000

Item Notes: To be printed on 60# Text White Exact Offset Opaque paper or equivalent. One color (PMS-286 blue ink). Price

must include delivery to locations throughout Lancaster County. Letterhead will be shrink wrapped in bundles of 500. Minimum order shall be 2000 sheets. A disk will be provided with page layout and locations of agencies,

Supplier Notes:

9 1 Per 5000 8.5"x11" Standard County Letterhead - Horizontal Printing

YOU MUST BID PER SHEET (PAPER & PRINTING)

BID QUANTITY 5,001 - 10,000

Item Notes: To be printed on 60# Text White Exact Offset Opaque paper or equivalent. One color (PMS-286 blue ink). Price

must include delivery to locations throughout Lancaster County. Letterhead will be shrink wrapped in bundles of 500. Minimum order shall be 5000 sheets. A disk will be provided with page layout and locations of agencies.

Supplier Notes:

10 1 Per 5000 8.5"x11" Standard County Letterhead

YOU MUST BID PER SHEET (PAPER & PRINTING)

BID QUANTITY - 10,001 - 20,000 SHEETS

Item Notes: To be printed on 60# Text White Exact Offset Opaque paper or equivalent. One color (PMS-286 blue ink). Price

must include delivery to locations throughout the City of Lincoln. Letterhead will be shrink wrapped in bundles of 500. Minimum order shall be 5001 sheets. A disk will be provided with page layout and locations of all agencies.

Supplier Notes:

\$0.28

\$0.11

\$0.029

\$0.029

11 1 Per 500 8.5"x11" County Sheriff Letterhead \$0.11 YOU MUST BID PER Qty of 500 (PAPER & PRINTING) **BID QUANTITY 500 - 1,000** Item Notes: To be printed on 60# Text Tan Exact Offset Opaque paper or equivalent. Price must include delivery to Lancaster County Sheriff. Letterhead will be shrink wrapped in bundles of 500 or less. Minimum order shall be 500 sheets. Supplier Notes: 12 1 Per 500 8.5"x11" County Treasurer Letterhead \$0.11 YOU MUST BID PER Qty of 500 (PAPER & PRINTING) BID QUANTITY 500 - 1,000 Item Notes: To be printed on 60# Text Tan Exact Offset Opaque paper or equivalent. Price must include delivery to Lancaster County Treasurer. Letterhead will be shrink wrapped in bundles of 500 or less. Minimum order shall be 500 sheets. Supplier Notes: 13 1 Per 500 8.5"x11" City Council Letterhead \$0.17 YOU MUST BID PER Qty of 500 (PAPER & PRINTING) **BID QUANTITY 500 - 1,000** Item Notes: To be printed on 60# Text White Exact Offset Opaque paper or equivalent. Price must include delivery to City Council Office. Letterhead will be shrink wrapped in bundles of 500 or less. Minimum order shall be 500 sheets. Supplier Notes: This is bid for a PMS 280 Blue, and Black Ink, with Bleeds on 3 sides Per 500 8.5"x11" County Clerk Letterhead \$0.11 YOU MUST BID PER Qty of 500 (PAPER & PRINTING) BID QUANTITY 500 - 1,000

Item Notes:

To be printed on 60# Text White Exact Offset Opaque paper or equivalent. Price must include delivery to Lancaster County Clerk. Letterhead will be shrink wrapped in bundles of 500 or less. Minimum order shall be 500 sheets.

Supplier Notes:

15 1 Per 500 8.5"x11" City Parking Letterhead

YOU MUST BID PER Qty of 500 (PAPER & PRINTING)

BID QUANTITY 500 - 1,000

Item Notes: To be printed on 60# Text White Exact Offset Opaque paper or equivalent. Price must include delivery to City

Parking Office. Letterhead will be shrink wrapped in bundles of 500 or less. Minimum order shall be 500 sheets.

Supplier Notes: This is for a 1 Color Letterhead, PMS Blue, and PMS Orange, No Bleeds

\$0.17

8.5"x11" County Commissioner Letterhead \$0.11 YOU MUST BID PER Qty of 500 (PAPER & PRINTING) **BID QUANTITY 500 - 1,000** Item Notes: To be printed on 60# Text White Exact Offset Opaque paper or equivalent. Price must include delivery to Lancaster County Commissioner. Letterhead will be shrink wrapped in bundles of 500 or less. Minimum order shall be 500 sheets. Supplier Notes: Per 500 City of Lincoln Standard Business Card 17 1 \$0.04 Blue PMS-286 Ink - Provide unit price for order of 500 Item Notes: Supplier Notes: This will be an online order through the current portal . 18 1 Per 500 Lancaster County Standard Business Card \$0.04 Blue PMS-286 Ink - Provide unit price for order of 500 Item Notes: Supplier Notes: This will be an online order through the current portal. 19 1 Per 250 City of Lincoln Police Department - Custom Business Card \$0.07 Provide unit price for order of 250 Item Notes: See Bid Attachment Supplier Notes: This will be an online order through the current portal. 20 1 Per 500 City of Lincoln Fire Department Business Card \$0.07 Double Sided - PMS 286 Blue Ink Provide unit price for order of 500 Item Notes: Supplier Notes: This will be an online order through the current portal. \$0.07 21 Per 250 Lancaster County Sheriff Department Business Card 1 Tan Paper - Black Ink - Double Sided Bid per unit based on order of 250 Item Notes: See Attachment Supplier Notes: The current card Firespring is printing is on White Stock, with Black, and Gold Ink. Price based on these specifications provided. This will be an online order through the current portal.

1

16

Per 500

22	1	Per 500	Lancaster County Commissioners Business Card Tan Paper & gold seal Bid per unit price based on order of 500	\$0.07
	Item Note	s: See	upper left photo on attachment	
	Supplier N	Notes:		
23	1	Per 500	Lincoln/Lancaster County Planning Commission Business Card multi-colored Bid per unit price based on order of 500	\$0.028
	Item Note	s: See	middle left photo on attachment	
	Supplier N	Notes:		
 24	1	Per 500	Lancaster County Treasurer Business Card Tan Paper Bid per unit price based on order of 500	\$0.04
	Item Note	s: See	middle right photo on attachment	
	Supplier N	Notes:		
25	1	Per 500	City Council Business Card Bid per unit price based on order of 500	\$0.028
	Item Note	s: See	lower left photo on attachment	
	Supplier N	Notes:		
 26	1	Per 500	City of Lincoln Parking Division - Custom Business Card Provide unit price for order of 500	\$0,035
	Item Note	s: See	Attachment	
	Supplier N	Notes: The	se will print in 2 Colors, PMS Blue, and PMS Orange	
—— 27	1	Per 250	City of Lincoln Public Works Special Card NOTICE OF CLAIM Blue PMS-286 Ink - Provide unit price for order of 250	\$0.028
	Item Note	s: See	Bid Attachment for example	
	Supplier N	Notes:		
			Response Total:	\$2.276

Philadelphia Indemnity Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number: PH	PK1677538				A	
Agent # 342 ☑ See Supplemental Schedule						
\$ 2, \$ 1, \$ 1,	000,000 Genera 000,000 Produc 000,000 Persor 000,000 Each C	al Aggregate Lim tts/Completed O nal and Advertisi Occurrence Limit d To You Limit (A al Expense Limit	perations Ag ng Injury Lim : Any One Prei	igregate Limit nit (Any One Pe mises)		•
FORM OF BUSINE						
	escription: Integra	_	•	EE SCHEDULI	E ATTACHED	
AUDIT PERIOD, A	NNUAL, UNLESS	OTHERWISE ST	TATED: This	s policy is not	t subject to pr	emium audit.
Classifications	Code No.	Premium Basis	Prem./ Ops.	rtes Prod./ Comp. Ops	Advance Prem./ Ops.	Premiums Prod./ Comp. Ops.
SEE SCHEDULE						
ТО	TAL PREMIUM FO	R THIS COVER	AGE PART:		\$ 1,902.00	\$
RETROACTIVE DA This insurance does occurs before the re	s not apply to "Bodi	ly Ínjury", "Prope	erty Damage'	", or "Personal	and Advertising	ı İnjury" which
Retroactive Date: _	NONE					
FORM (S) AND EN	DORSEMENT (S)	APPLICABLE T	O THIS COV	/ERAGE PAR	T: <u>Refer To Fo</u>	rms Schedule

Authorized Representative

Countersignature Date

Philadelphia Indemnity Insurance Company

Form Schedule – General Liability

Policy Number: PHPK1677538

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	0413	Commercial General Liability Coverage Form
CG2106	0514	Excl-Access/Disclosure-With Ltd Bodily Injury Except
CG2147	1207	Employment-Related Practices Exclusion
CG2167	1204	Fungi or Bacteria Exclusion
CG2170	0115	Cap On Losses From Certified Acts Of Terrorism
CG2402	1204	Binding Arbitration
PI-GL-001	0894	Exclusion - Lead Liability
PI-GL-002	0894	Exclusion - Asbestos Liability
PI-MANU-1	0100	GENERAL LIABILITY DELUXE ENDORSEMENT: INTEGRATED TECHNOLOGY
PI-MANU-2	0100	ELECTROMAGNETIC FORCE EXCLUSION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

						(-)				
PRODUCER NA					CONTACT Cheryl Talbott					
UNICO Group, Inc.				PHONE (402)434-7200 FAX (A/C, No): (402)434-7272 E-MAIL ctalbott@unicogroup.com						
1128 Lincoln Mall				E-MAIL ADDRESS: ctalbott@unicogroup.com						
Suit	e 200				INSURER(S) AFFORDING COVERAGE			NAIC #		
Lincoln NE 68508				INSURER A: Philadelphia Indemnity				18058		
INSU	RED				INSURE	A = =! =l = == 4	Fund Insurance	ce Co.		10166
	Firespring Print, Inc.				INSURE					
	1201 Infinity Ct.				INSURE					
	,									
	Lincoln			NE 68512-9340	INSURER E :					
CO		TIFIC	ΔTF	NUMBER: CL185154800	INSURER F: 09 REVISION NUMBER:					
_	HIS IS TO CERTIFY THAT THE POLICIES OF			TTO MID ETT.		O TO THE INSU			RIOD	
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR LTR	TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	COMMERCIAL GENERAL LIABILITY	III	1			(11111)	(11111)	EACH OCCURRENCE	s 1,00	0,000
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	s 300,	000
	OB TIME IN THE COURT							MED EXP (Any one person)	s 10,0	00
Α		Υ		PHPK1677538		07/01/2017	07/01/2018	PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000	
	PRO-							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	OTHER:							Multimedia Liability	\$ 1,000,000	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	X ANY AUTO				07/01/2017			BODILY INJURY (Per person)	\$	
Α	OWNED SCHEDULED	Y		PHPK1677538		07/01/2017	07/01/2018	BODILY INJURY (Per accident)	\$	
	AUTOS ONLY AUTOS NON-OWNED							PROPERTY DAMAGE	\$	
	AUTOS ONLY AUTOS ONLY						(Per accident) Underinsured motorist BI	\$ incl w/UM		
	➤ UMBRELLA LIAB OCCUR	<u> </u>							_	0,000
Α	EXCESS LIAB OCCUR		PHUB591073		07/01/201	07/01/2017	07/01/2018	EACH OCCURRENCE	φ .	0,000
	CLAIMS-MADE	1			0.70.720.7	0.70.720.0	AGGREGATE	Ψ .	-,	
	DED X RETENTION \$ 10,000 WORKERS COMPENSATION		A Y WCV6113892					➤ PER STATUTE OTH-	\$	
	AND EMPLOYERS' LIABILITY Y/N	N/A		07	07/01/2017	07/01/2018	<u> </u>	s 500,	000	
В	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 500,000		
	If yes, describe under						E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 500,000		
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
Α	Network Security Privacy Injury			PHPK1677549		07/01/2017	07/01/2018	Each Claim	\$250	0.000
, ,				111111111111111111111111111111111111111		01/01/2011	07/01/2010	Aggregate		0.000
DES	 CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	FS (A	CORD 1	101 Additional Remarks Schedule	may he a	ttached if more s	nace is required)		ΨΖΟ	5,000
	of Lincoln, Lancaster County and Lincoln/ I				-					
	Auto. A Waiver of subrogation is included of							leral Liability		
CERTIFICATE HOLDER CANCELLATION										
CEI	RTIFICATE HOLDER			i	CANC	ELLATION				
City of Lincoln, Lancaster County Lincoln/Lancaster County Public 555. So. 10th Street				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE						
Lincoln NE 68508										

POLICY NUMBER: PHPK1677538

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations			
City of Lincoln, Lancaster County				
Lincoln/Lancaster County				
Public Building Commission				
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law: and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Firespring Print, Inc.

Endorsement Effective Date: 05/07/2018

SCHEDULE

Name Of Person(s) Or Organization(s): City of Lincoln, Lancaster County

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

CITY OF LINCOLN LANCASTER COUNTY LINCOLN/LANCASTER

COUNTY PUBLIC BUILDING COMMISSION 555 SO 10TH STREET LINCOLN NE 68508

ANY WRITTERN CONTRACT REQUIRIN ENDORSEMENT FROM OUR INSURED 1201 INFINITY CT LINCOLN NE 68512

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2017 Insured FIRESPRING PRINT INC

Policy No. WCV 6113892

Endorsement No. 002

Premium \$ 27,905.00

Insurance Company ACCIDENT FUND INS CO OF AMER

Countersigned by ___

NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement is used to add Item F. Notification to Others to Part Six of the policy and reads as follows:

Item F. Notification to Others of Cancellation or Nonrenewal

- 1. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or nonrenewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- 2. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- 3. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- 4. If notice as described in Paragraphs 1., 2., or 3 of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE				
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:			
CITY OF LINCOLN LANCASTER COUNTY				
LINCOLN/LANCASTER COUNTY PUBLIC BUILDING COMMISSION	30			
555 SO 10 TH STREET				
LINCOLN NE 68508				

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy No. WCV6113903

Endorsoment No

LINGUISEMENT LINECTIVE 05/01/2010	1 Olicy 140. VVC VO 1 13032	Lituoisement No.
Insured FIRESPRING PRINT INC		Premium \$27,905
		. ,
Insurance Company Accident Fund Insurance	Company of America	Countersigned by
, ,	• •	÷ ,

Endorsoment Effective 05/07/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTICE TO SCHEDULED ADDITIONAL INSURED OR CERTIFICATE HOLDER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PROFESSIONAL LIABILITY COVERAGE PART COMMERCIAL CRIME COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART COMMERCIAL PROPERTY COVERAGE PART COMMERCIAL AUTOMOBILE COVERAGE PART

POLICY NUMBER: PHPK1677538

SCHEDULE OF ADDITIONAL INSUREDS OR CERTIFICATE HOLDERS

Al or CH	Additional Insured or Certificate Holder	Address			
IA	City of Lincoln, Lancaster County	Building Commission 555 S 10th			
	Lincoln/Lancaster County Public	Lincoln, NE 68508			

The following is added to **A. CANCELLATION** of the Common Policy Conditions of the above applicable coverage part:

- A. In the event we cancel the policy in accordance with the policy's terms and conditions, we will endeavor to mail written notice of cancellation to Additional Insureds or Certificate Holders, shown in the above SCHEDULE within the time frame listed below. However, failure to mail such notice shall impose no obligation of any kind upon us, our agents or representatives.
 - 1. <u>30</u> days before the effective date of cancellation if we cancel for any reason other than for non payment of premium.

As respects Additional Insureds, the above cancellation provision applies only when the Additional Insured shown in the above **SCHEDULE** is added to the policy by a separate additional insured endorsement as the **CANCELLATION NOTICE TO ADDITIONAL INSURED OR CERTIFICATE HOLDER** does not provide additional insured coverage.

SPECIFICATIONS BUSINESS CARD AND LETTERHEAD PRINTING

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 The City of Lincoln and Lancaster County, hereinafter referred to as Owners are requesting bids for the printing and delivery of business cards and letterhead.
- 1.2 Bid price shall include the entire cost of printing and delivering business cards and letterhead to all City of Lincoln and Lancaster County agencies and departments, including labor, materials, accessories and any other expenses.
- 1.3 Only vendors who can provide a proven online ordering system will be considered.
- 1.4 Vendor shall submit bid documents and all supporting material via e-bid.
- 1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) Or Fax:(402)441-6513.
 - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.5.2 The City/County Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
- 1.6 Award for this bid will not be based on price alone.
 - 1.6.1 System functionality and ease of use will be evaluated when making award.
- 1.7 The term of the contract will be for one (1) year with the option to renew for (3) three additional (1) one year periods.
 - 1.7.1 The Owners prefer a contract with a firm fixed price for the initial term of the contract.

2. ONLINE ORDERING REQUIREMENTS

- Vendor must have a web-based online ordering system that has been utilized by other customers for at least one year.
- 2.2 System requirements shall include, but not be limited to, the following functions:
 - 2.2.1 Easy to read instructions and prompts from one screen to the next.
 - 2.2.2 Numerous logins and passwords for departments based on style and type of card used.
 - 2.2.3 Ability to enter Name, 1-3 Phone Numbers, Email Address, Title and Website into template for each employee.
 - 2.2.4 Ability to enter the number of cards for purchase.
 - 2.2.5 Ability to track card order via website or directly to one individual at vendor location.
 - 2.2.6 Security options available to protect against unauthorized orders.
 - 2.2.7 Ability to proof card while online before giving approval for printing.
 - 2.2.8 A standard or customized card template for each department or agency that has been approved by a City/County representative.
 - 2.2.9 Price for cards will appear on the proof sheet based on the quantity and style of card ordered.
 - 2.2.10 Other capabilities that may be available which would be a benefit to the City and County.
- 2.3 Vendor must be able to demonstrate their system upon request by the City/County Purchasing office.

3. BUSINESS CARD PRINTING REQUIREMENTS

- 3.1 It is estimated the Owners have approximately 1.800 business card users.
- 3.2 There are standard cards for most City and County use and specialized cards for certain departments.
- 3.3 Standard cards use 80 lb Cover Exact Offset Opaque or Equivalent white paper with Blue PMS-286 lnk.
 - 3.3.1 All other cards shall be 80 lb Cover paper with various colored paper and ink.
 - 3.3.2 Vendor will provide pricing in their Ebid response for various types of cards ordered.
- 3.4 There are no bleeds in the standard business cards.
- 3.5 Current files for most cards may be made available to the selected vendor in the form of a Corel Draw file or PDF.
 - 3.5.1 Vendor must have the ability to layout and design cards that currently do not have a file.
 - 3.5.2 Vendor shall provide a cost per card for layout and design in their Ebid response.
- 3.6 No agency or individual will be allowed to change, alter or totally revise any cards without the consent and approval of the City and/or County representative.
- 3.7 Business cards shall have a minimum of 10% recycled content paper.

- 3.8 Business cards will be quoted based on an order of 250 or 500 cards.
 - 3.8.1 Vendor may provide quotes to departments for other quantities as requested.
- 3.9 Vendor shall have a process in place to print or copy cards for new employees to use until their new order is complete.
 - 3.9.1 Vendor shall provide a quote for these cards which will be used on an as-needed basis.

4. LETTERHEAD PRINTING REQUIREMENTS

- 4.1 It is estimated that the Owners have approximately 50 different letterhead designs.
- 4.2 There are standard letterhead for City and County use with specialized letterhead for certain departments.
- 4.3 Standard letterhead uses 60 lb Exact Offset Opaque or Equivalent white paper with Blue PMS-286 lnk.
 - 4.3.1 All other letterhead shall be 60 lb paper with various colored paper and ink.
 - 4.3.2 Vendor will provide pricing in their Ebid response for various types and quantities of letterhead ordered.
- 4.4 Current files for some letterhead will be made available to the selected vendor in the form of a Corel Draw file or PDF.
 - 4.4.1 Vendor must have the ability to layout and design letterhead that currently do not have a file.
 - 4.4.2 Vendor shall provide a cost per letterhead for layout and design in their Ebid response.
- 4.5 No agency or individual will be allowed to change, alter or totally revise any letterhead without the consent and approval of the City and/or County representative.
- 4.6 Letterhead shall have a minimum of 10% recycled content paper.

5. ORDERS AND DELIVERY

- 5.1 City and County agencies shall order cards and letterhead from the online ordering program in various quantities at a price which will be listed in the Vendors Ebid response.
- 5.2 The total combined minimum order for the best pricing available shall be a total of 2,000 cards or letterhead.
 - 5.2.1 Agencies who wish to order before the combined minimum quantity is met shall have the option to pay an additional fee for cards or letterhead.
- 5.3 Vendor shall provide desktop delivery to all City and County agencies within the Lincoln City Limits.

6. VENDOR REQUIREMENTS

- 6.1 A primary contact person will be designated by the Vendor upon award of contract in order for the departments to request information or assistance in the ordering process.
- 6.2 Vendor may be required to make visits to agencies to demonstrate the ordering process to staff or resolve any issues related to the ordering process.
- 6.3 Vendor must provide an insurance Certificate of Accord meeting the insurance requirements as outlined in the Insurance Requirement document attached to the Bid Attachments section of the Ebid.

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 <u>kindred items</u>. 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 <u>Escalation/De-escalation Clause:</u> 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.



Lincoln/Lancaster County
Human Services
1115 K Street, Suite 100
Lincoln, NE 68508
www.lincoln.gov

NAME Title Phone

Fax: Fax

email@lancaster.ne.gov

NAME Title DEPARTMENT Address

City, STATE Zip

Phone 1

Phone 2

email@lincoln.ne.gov



lincoln.ne.gov



Gwen Thorpe

Deputy Chief Administrative Officer

555 South 10th Street, Suite IIO Lincoln, NE 68508 Office: (402) 441-7496 Fax: (402) 44I-630I Email: gthorpe@lancaster.ne.gov www.lancaster.ne.gov



LINCOLN POLICE DEPARTMENT

JIM PESCHONG

Chief of Police

575 So. 10th Street Lincoln, Nebraska 68508 (402) 441-7237 Fax: (402) 441-7010 Dispatch: (402) 441-7245 **EMERGENCY CALL 911**

Lincoln/Lancaster County **Planning Department**

555 S. 10th St. #213 • Lincoln NE 68508

402-441-7491 **NEBRASKA**





Planning Dept. website

www.lincoln.ne.gov/city/plan/index.htm

555 S. 10th St., Ste. 102 Lincoln, NE 68508



Phone (402) 441-8843 Fax (402) 441-8841

LANCASTER COUNTY TREASURER'S OFFICE

CANDACE MEREDITH Real Estate Supervisor cmeredith@lancaster.ne.gov

CITY COUNCIL OF LINCOLN NEBRASKA



DiAnna R. Schimek CITY COUNCIL MEMBER AT LARGE

Lincoln City Council 555 South 10th Street Lincoln, NE 68508 402 441-7515 / fax: 402 441-6533 DSchimek@lincoln.ne.gov

LANCASTER COUNTY SHERIFF'S OFFICE

575 S. 10th St. Lincoln, NE 68508



CHIEF DEPUTY JEFF BLIEMEISTER

ibliemeister@lancaster.ne.gov

Phone (402) 441-6500 Fax (402) 441-8320 lancaster.ne.gov/sheriff

Terry T. Wagner - Sheriff

LANCASTER COUNTY SHERIFF'S OFFICE 575 S. 10th St. Lincoln, NE 68508



John Vik Captain

jvik@lancaster.ne.gov

Terry T. Wagner - Sheriff

Phone 402-441-6500 Fax 402-441-8320 lancaster.ne.gov/sheriff

Case #	
County Attorney (Protection Orders)	402-441-7321
Victim Witness	402-441-7181
Crime Stoppers	402-475-3600
Jail	402-441-1900
County Court Clerk	402-441-7291
District Court Clerk	402-441-7328
Voices of Hope	402-475-7273
Child/Adult Abuse Crisis Line	800-652-1999
Social Services	402-471-7000
EMERGENCY	Dial 911

ALBERT TRAN Technical Engineer Republic Parking System

atran@lincoln.ne.gov

URBAN DEVELOPMENT Parking Services Division

850 "Q" Street Lincoln. NE 68508

402-441-6481 cell: 402-416-5110

fax: 402-441-6476





lincoln.ne.gov



PUBLIC WORKS & UTILITIES DEPARTMENT Lincoln Wastewater System

2400 Theresa Street Lincoln, Nebraska 68521 402-441-7961 Imeeln ne.gov

GERARDO MARTINEZ, CHCM Safety and Training Specialist

gmartinez@lincoln.ne.gov

PUBLIC WORKS AND UTILITIES 2400 Theresa Street Lincoln NE 68521 402-441-5927 cell: 402-416-1051



lincoln.ne.gov

FILING A NOTICE OF CLAIM

Go To: Lincoln.ne.gov

Type In: CLAIM at the keyword search box



lincoln.ne.gov

555 S. 10th St., Ste 102 Lincoln, NE 68508



Phone (402) 441-8843 Fax (402) 441-8841

LANCASTER COUNTY TREASURER'S OFFICE

CANDACE MEREDITH Chief Deputy cmeredith@lancaster.ne.gov

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 <u>Builder's Risk Insurance</u>

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 at 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. <u>Umbrella or Excess Liability</u>

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. <u>Indemnification</u>

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.

Advertise 2 times Saturday, March 17, 2018 Friday, March 23, 2018

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, March 30, 2018 for providing the following:

Business Card and Letterhead Printing Bid No. 18-082

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 (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