

**BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AWARDING BID FOR PRINTED OFFICE
STATIONARY FOR SARPY COUNTY OFFICES**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 1997), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 1997), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for this matter have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:

- (1) The bid of Business Printing for the Printed Office Stationary for the unit prices as stated on their attached bid, for an approximate annual amount of \$5,845.23, is accepted, ratified, and confirmed.
- (2) This Board's Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

Dated this ^{31st}~~30th~~ day of March, 2009.

Moved by Rusty Hike, and seconded by Rich Jansen, that the above Resolution be adopted. Carried.

YEAS:

Rusty Hike

Rich Jansen

Don Jones

Tom Richard

Catrick J. Thomas

NAYS:

none

ABSENT:

none

ABSTAIN:

none



Attest:

Debra J. Houghtaling

Sarpy County Clerk

Approved as to form:

[Signature]

Deputy County Attorney

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
SUITE 1129
PAPILLION, NE 68046-2845
FAX (402) 593-4304



Brian E. Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Assistant Purchasing Agent
(402) 593-4164
Beth Cunard, Purchaser/Contract Specialist
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

MEMO

To: Sarpy County Board of Commissioners
From: Lois A. Spethman, Purchaser
Re: Bid Award of Printed Office Stationary

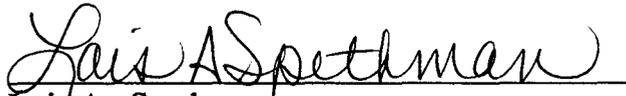
Recently the Purchasing Department received and opened six (6) bids for Printed Office Stationary (bid tab attached). The contract is for a one year period, April 1, 2009 through March 31, 2010 with two (2) one (1) year options.

Purchasing and Fiscal Administration reviewed the bids. Performance Group, Inc. was low bidder, but they bid Hammermill Laser paper and not the specified 25% cotton bond.

It is recommended that Business Printing be awarded the Printed Office Stationary contract, they were the next lowest bidder. Business Printing is the County's current vendor.

If you have any questions, please feel free to contact me at 593-2102.

March 27, 2009


Lois A. Spethman

cc: Deb Houghtaling
Mark Wayne
Brian Hanson
Scott Bovick

2009 PRINTED OFFICE STATIONARY BID TAB

March 26, 2009

Sarpy County, Nebraska

VENDOR			Performance Group Inc.	Business Printing	Envelops & Printing Products, Inc.
Product (Brand of Letterhead)	Estimated Usage	Unit Amount	Laser paper included (NOT 25% Cotton Bond)	Capitol 25% Cotton Bond	Neenah 24# 25% Cotton Bond
Letterhead	7	500	\$214.55	\$273.70	\$273.00
	3	1,000	\$184.80	\$174.30	\$177.00
	2	1,500	\$184.50	\$155.40	\$158.00
	0	2,000	\$0.00	\$0.00	\$0.00
	2	2,500	(no bid)	\$237.62	\$238.00
	1	5,000	\$308.00	\$205.91	\$214.00
	0	10,000	\$0.00	\$0.00	\$0.00
#10 Legal Regular Env.	1	500	\$9.14	\$32.75	\$34.00
	2	1,000	\$36.56	\$92.90	\$96.00
	1	1,500	\$27.42	\$69.70	\$69.00
	13	2,500	\$594.10	\$1,112.15	\$1,144.00
	0	3,000	\$0.00	\$0.00	\$0.00
	1	5,000	\$91.40	\$149.95	\$156.00
	0	7,500	\$0.00	\$0.00	\$0.00
	3	10,000	\$548.40	\$833.10	\$870.00
	1	25,000	\$457.00	\$623.70	\$700.00
#10 Legal Window Env. (right side)	6	2,500	\$51.75	\$90.80	\$564.00
	0	3,000	\$0.00	\$0.00	\$0.00
	0	5,000	\$0.00	\$0.00	\$0.00
	1	10,000	\$207.00	\$298.85	\$310.00
#10 Legal Window Env. (left side)	2	2,500	\$103.50	\$181.60	\$188.00
#11 Legal Regular Env.	0	1,000	\$0.00	\$0.00	\$0.00
#12 Legal Regular Env.	1	27,500	\$1,109.35	\$1,220.30	\$1,485.00
9" x 12" Booklet Env., top flap, white wove (equivalent: WEV CO620)	1	1,000	\$93.34	\$92.50	\$99.00
TOTAL			\$4,220.81	\$5,845.23	\$6,775.00

2009 PRINTED OFFICE STATIONARY BID TAB

March 26, 2009

Sarpy County, Nebraska

VENDOR			Journal Printing	Cornerstone Printing	Creative Press & Design
Product (Brand of Letterhead)	Estimated Usage	Unit Amount	Royal 25% Cotton	Neutech 25% Cotton Bond, 24#	Nekoosa Bond 24#
Letterhead	7	500	\$334.67	\$536.90	\$497.00
	3	1,000	\$191.25	\$311.64	\$249.00
	2	1,500	\$159.38	\$263.92	\$190.00
	0	2,000	\$0.00	\$0.00	\$0.00
	2	2,500	\$223.12	\$372.80	\$236.00
	1	5,000	\$150.35	\$321.82	\$203.00
	0	10,000	\$0.00	\$0.00	\$0.00
#10 Legal Regular Env.	1	500	\$55.05	\$63.07	\$92.00
	2	1,000	\$138.66	\$153.70	\$258.00
	1	1,500	\$83.28	\$91.54	\$165.00
	13	2,500	\$1,445.34	\$119.28	\$3,198.00
	0	3,000	\$0.00	\$0.00	\$0.00
	1	5,000	\$163.63	\$188.04	\$461.00
	0	7,500	\$0.00	\$0.00	\$0.00
	3	10,000	\$961.05	\$968.88	\$2,721.00
	1	25,000	\$738.70	\$722.70	\$2,078.00
#10 Legal Window Env. (right side)	6	2,500	\$720.78	\$1,580.70	\$756.00
	0	3,000	\$0.00	\$0.00	\$0.00
	0	5,000	\$0.00	\$0.00	\$0.00
	1	10,000	\$356.20	\$829.97	\$456.00
#10 Legal Window Env. (left side)	2	2,500	\$240.26	\$245.80	\$230.00
#11 Legal Regular Env.	0	1,000	\$0.00	\$0.00	\$0.00
#12 Legal Regular Env.	1	27,500	\$1,784.69	\$2,252.71	\$1,442.00
9" x 12" Booklet Env., top flap, white wove (equivalent: WEV CO620)	1	1,000	\$172.85	\$122.18	\$145.00
TOTAL			\$7,919.26	\$9,145.65	\$13,377.00

Acknowledgment of Receipt
for the
Printed Office Stationary Specifications

Please take a moment to acknowledge receipt of the attached bid documents. Your compliance with this request will assist us in maintaining proper bid follow-up procedures while ensuring that all vendors have the opportunity to bid.

Date Specifications Released: March 12, 2009

Date Specifications Received: 3 / 16 / 09

Do you plan on submitting a proposal? Yes No

If no, please explain: _____

Company: Business Printing
Contact Person: Jonathan (Bob) / Bob Hui
Email: jonathan@busprinting.com
Phone Number: 733-5353
Fax Number: 733-6795
Address: 4012 S. 24th St.
Omaha, NE 68107

**Note: Acknowledgments can be faxed or emailed to Lois Spethman
at:
402-593-4304 (fax)
lspethman@sarpy.com**

IMPORTANT: DO NOT FAX BIDS

All bid documentation can be found online at:
www.sarpy.com

*Prices are to be F.O.B. - 1210 Golden Gate Drive, Papillion, NE 68046

START DATE: _____

Company Information:

Years in business: _____ 62

of employees _____ 13

Total sales last 3 years _____ 1.4 MM
_____ 1.6 MM
_____ 1.3 MM

References:

Company Name: Garland Saw

Address: 11516 Nicholas Street

Contact Name: Guy Garland Phone Number: 330-7000

Fax Number: 330-7058 Date of Purchase: 2008

Company Name: Lincoln Chamber of Commerce

Address: 1135 M Street, Ste 700

Contact Name: Judi Grogger Phone Number: 402-436-2350

Fax Number: _____ Date of Purchase: 2008

Company Name: ME Children's Home

Address: 4939 South 118th Street

Contact Name: Jenni Jensen Phone Number: 451-0787

Fax Number: 898-7750 Date of Purchase: 2008

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 _____
Addendum #2 _____

Attachments: **Sample of 24# Cotton Bond Paper**

Business Printing, Inc.
Company Name

Jonathan Rich
Company Representative (Please print)

Jonathan Rich
Authorized Signature

402-733-5957
Telephone Number

4012 S. 24th Street
Mailing Address

402-733-6795
Fax Number

Omaha, NE 68107
City, State & Zip

jonathan@busprinting.com
E-Mail Address

Cell Phone Number

**NOTE: Sarpy County is tax exempt and will provide the proper form upon request.*

**Sarpy County, Nebraska
Printed Office Stationary
Bid Form**

Product	Estimated Quantities	Unit Amount	Unit Price	Extended Price
Letterhead	7	500	39.10	273.70
	3	1,000	58.10	174.30
	2	1,500	77.20	155.40
	0	2,000	95.05	95.05
	2	2,500	112.80	227.60
	1	5,000	205.90	205.90
	0	10,000	369.60	369.60
#10 Legal Regular Envelopes	1	500	32.75	32.75
	2	1,000	46.45	92.90
	1	1,500	69.70	69.70
	13	2,500	85.55	1112.15
	0	3,000	102.65	102.65
	1	5,000	149.95	149.95
	0	7,500	213.60	213.60
	3	10,000	277.70	833.10
	1	25,000	623.70	623.70
#10 Legal Window Envelopes (right side)	6	2,500	90.80	544.80
	0	3,000	109.00	109.00
	0	5,000	160.50	160.50
	1	10,000	298.85	298.85
#10 Legal Window Envelopes (left side)	2	2,500	90.80	181.60
#11 Legal Regular Envelopes	0	1,000	64.95	64.95
#12 Legal Regular Envelopes	1	27,500	1221.30	1221.30
9" x 12" Booklet Envelope, top flap, white wove (equivalent: WEV CO620)	1	1,000	92.50	92.50



Office of the County Attorney

Hall of Justice • 1210 Golden Gate Drive • Suite 3147
Papillion, NE 68046-2889
(402) 593-2230 • FAX: (402) 593-4359

L. Kenneth Polikov
Sarpy County Attorney

SAMPLE

Exhibit "A"
AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and herein after "County", and Business Printing hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Printed Office Stationary for the all Sarpy County offices; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Bid prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR:

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for office stationary (letterhead and envelopes) in conformity with each and every term, condition, specification, and requirement of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Deb Houghtaling, County Clerk
Sarpy County Courthouse
1210 Golden Gate Drive
Papillion, NE 68046

- E. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY:

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this Agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice the County may, at its option, terminate this Agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

VI. SAVINGS CLAUSE:

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provisions held to be invalid.

V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contain the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive, Suite 1116
Papillion, NE 68046

Vendor: Business Printing
4012 S. 24 St
Omaha NE 68107

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 7 day of April, 2009.

(Seal)



COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Debra Houghtaling
Debra Houghtaling
Sarpy County Clerk

Gene Jones 3/31/09
Chairman
Sarpy County Board Of Commissioners

Approved as to form and content:

Miss [Signature]
Deputy County Attorney

Vendor: Business Printing

By: [Signature] 4/7/09
Title: President

Attest:

[Signature]
Witness

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/9/2009

PRODUCER License # KIA# 181757553 (402) 397-5050
Grace/Mayer Insurance Agency, Inc.
10050 Regency Circle, #300
Omaha, NE 68114-3722

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Business Printing Service Inc
4012 S 24th St
Omaha, NE 68107

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: General Casualty Co. of Wisconsin

INSURER B: Regent Ins Co

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$	
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CBA0310583	6/1/2008	6/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
B		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE: <input checked="" type="checkbox"/> RETENTION \$ 10,000	CCI0310583	6/1/2008	6/1/2009	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A		OTHER Business Auto	CBA0310583	6/1/2008	6/1/2009	Hired Auto Physical Dmg 25,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Sarpy County Courthouse
Deb Houghtaling, County Clerk
1210 Golden Gate Drive
Papillion, NE 68046-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Don R M...g

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SPECIFICATIONS

Printed Office Stationary For All Sarpy County Offices

SARPY COUNTY, NEBRASKA

PROPOSALS DUE: 2:00 p.m., March 26, 2009

General Information

Notice to Vendors

Sarpy County is seeking proposals for Printed Office Stationary for the All Sarpy County Offices. The successful Vendor will enter into a contract (see attached Exhibit "A") for a period of one (1) year commencing on April 1, 2009 through March 31, 2010, with two (2) one (1) year option periods. Sarpy County reserves the right to award the contract to more than one Vendor.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 2:00 p.m., March 26, 2009. Bids shall be in a sealed envelope, clearly marked "Sealed Bid - Printed Office Stationary" and shall have the name of the Vendor, and the time and date of the bid opening. **Do not fax bids, only sealed bids will be accepted.**

Submit one (1) original and three (3) copies of the entire proposal including attachments.

Requests for information and clarification questions must be received by March 19, 2009 at 12:00 P.M. in order for Sarpy County to have time to issue an addendum.

Bidding criteria must be received from Lois Spethman, Purchaser, 1210 Golden Gate Drive, Papillion, NE 68046, (402) 593-2102, lspethman@sarpy.com or via the internet at www.sarpy.com.

Vendors that obtain specifications from the internet site are responsible for obtaining any addenda that may be added at a later time.

Bids must be sent to:

Deb Houghtaling
Sarpy County Board Business Office
1210 Golden Gate Drive
Papillion, NE 68046

Bids not addressed and delivered to the above person will not be considered. Bids received after the above stated time and date will not be considered.

Bid opening will be a public opening to be held in the Sarpy County Administrative Conference Room at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 2:00 p.m., March 26, 2009.

All bids submitted shall be valid for a period of sixty (60) days following the final date for submission of bids.

Sarpy County will not be liable for costs incurred by Vendors for proposal preparation, printing, demonstration, or any other costs associated with or incurred in reliance on proposal creation. All such costs shall be the responsibility of the Vendor.

The bids shall include all charges and applicable taxes, F.O.B., Papillion, Nebraska. The Vendor need not include sales tax in the bid. Sarpy County will, upon request, furnish the successful Vendor with a completed State of Nebraska Tax Exempt Form 13 upon acceptance of the successful Vendor's proposal.

The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.

In the event of conflict between unit price and extended price, unit price shall prevail.

Procedures for Evaluation and Awarding of Bid:

1. Evaluation will be done by Sarpy County Purchasing Department and Fiscal Administration. After evaluation the Purchaser will make a recommendation to the County Board of Commissioners for award. This recommendation and pending award will be made at a public meeting of the Board of Commissioners. Agendas are available each Friday afternoon on our internet site. The Commissioners award the bid by majority vote.
2. The following factors will be used to consider the award of the bid, where applicable:
 - a. Compliance with all requirements.
 - b. Price.
 - c. The ability, capability, and skills of the Vendor to perform.
 - d. The character, integrity, reputation, judgement, experience, and efficiency of the Vendor.
 - e. The quality of previous performance.
 - f. Whether the Vendor can perform within the time specified.
 - g. The previous and existing compliance of the supplier with laws.
 - h. The life-cost of the personal property or services in relation to the purchase price and specified use.
 - I. The performance of the personal property or service taking into consideration any commonly accepted tests and standards of product, service, usability and user requirements.
 - j. The energy efficiency ratio as stated by the supplier.
 - k. The life-cycle costs between alternatives for all classes of equipment, the evidence of expected life, the repair and maintenance costs, and the energy consumption on a per year basis.
 - l. Such other information as may be secured having a bearing on the decision.

Terms and Conditions:

1. Information, Discussion, and Disclosures:

- a. Any information provided by Sarpy County to any Vendor prior to the release of this Request for Proposal ("RFP"), verbally or in writing, is considered preliminary and is not binding on Sarpy County.
- b. The Vendor must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of Sarpy County from the date of issuance of this RFP until the contract award has been announced, unless allowed by the Sarpy County Purchasing Department in writing for the purpose of clarification or evaluation.
- c. No interpretation of the meaning of the specifications, or other bidding documents, nor correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.
- d. Every request for such interpretation or correction should be in writing, addressed to the Sarpy County Purchaser, Lois Spethman, 1210 Golden Gate Drive, Papillion, NE 68046, voice (402) 593-2102, or Fax (402) 593-4304. **Requests must be received 96 hours before proposals are due in order for Sarpy County to have time to issue an addendum. Requests received after the 96 hour deadline may not be considered.** In case Sarpy County finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Vendors at the respective addresses furnished for such purpose.

2. Addenda:

- a. All addenda will become part of this RFP and must be responded to by each Vendor.
- b. All addenda must be acknowledged in writing in the bid submitted by the Vendor.
 - a. This RFP, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

3. Confidentiality of Documents:

Sarpy County considers all information, documentation and other materials requested to be submitted in response to this proposal to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under Neb. Rev. Stat. §84-712.05(3).

Vendors are hereby notified that Sarpy County strictly adheres to all statutes, court decisions, and opinions of the Nebraska Attorney General with respect to disclosure of RFP information.

Any “proprietary, trade secret, or confidential commercial or financial” information must be clearly identified, in a separate sealed envelope, at the time of bid/proposal submission. The Vendor will be required to fully defend, in all forums, Sarpy County’s refusal to produce such information; otherwise, Sarpy County will make such information public.

4. Non-Discrimination Clause:

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 1996), Vendor declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq. (Reissue 2004), in that there shall be no discrimination against any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

5. Conflict of Interest Clause:

Pursuant to Neb Rev. Stat. §23-3113 (Reissue 1997), the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this contract, or the performing of services pursuant to this contract, shall participate in any decision relating to this contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this contract or the proceeds thereof.

6. Payment Terms:

The successful Vendor shall submit a monthly itemized invoice for payment. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice and satisfactory delivery.

7. Supplemental Terms and Conditions/Modifications:

Any supplemental terms, conditions, modifications, or waiver of these terms and conditions must be in writing and signed by the Sarpy County Board Chairman and the Vendor.

8. Term:

The Contract will be for a one (1) year period commencing on April 1, 2009 through March 31, 2010, with two (2) one (1) year option periods. The cost for the option years

will be provided in writing to the County sixty (60) days prior to the expiration date of the current contract year.

9. Renewal:

The Contract shall automatically renew for each option year unless the County notifies Vendor in writing thirty (30) days prior to expiration of current contract period of the intent not to renew.

10. Termination:

Either party may terminate the contract with ninety (90) days' written notice to the other.

11. Breach:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

12. Insurance Requirements:

The Vendor shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.

Vendor shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Vendor allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees.

Worker's Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000.

Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident.

Certificate of Insurance

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give the County at least thirty (30) days' written notice in the event of cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the Vendor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

The Vendor shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Vendor in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

Insurance Company

All insurance coverages herein required of the Vendor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Vendor shall furnish evidence that the insurance company or companies being used by the Vendor meet the minimum requirements listed in this section.

Upon request by the County, the Vendor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the Vendor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Vendor is required to notify the County thirty (30) days of any deviations from the minimum

requirements presented in this section.

13. Assignment:

The Vendor may not assign this agreement without the prior written consent of the County.

14. Subcontracting:

Vendor may not subcontract the work to be performed, without prior written consent of the County. If such consent is granted, Vendor will retain responsibility for all work associated with the Contract. The Vendor must identify any subcontractors it intends to use in the execution of this Contract. The Vendor must identify subcontractors in writing within the proposal.

15. Independent Contractor:

The Vendor shall in the performance of the Contract at all times be an independent contractor and not an employee or agent of the County. The Vendor, its officers, employees and agents shall at no time represent the Vendor to be other than an independent contractor or represent themselves to be other than employees of the Vendor.

16. Indemnity:

The Vendor shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Vendor or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this contract.

Specifications:

Sarpy County is seeking services for printed office stationary for all County offices. Printing orders will be faxed or emailed to successful bidder with a department Purchase Order number. Describe ordering and delivery procedures on bid form, attach additional pages if necessary.

Each initial order of letterhead and various envelopes will require a proof copy to be faxed or emailed to Sarpy County Purchasing Department for approval. Purchasing will make necessary changes or initial to approve proof copy. If changes are required, another proof copy must be faxed or email for approval.

Each printing order shall be delivered no more than five (5) working days after final approval copy or order request date. Indicate on bid form what the initial setup printing costs are (if any).

Contract prices shall include delivery F.O.B., Sarpy County Courthouse, 1210 Golden Gate

Drive, Papillion, Nebraska. Deliveries will be delivered to the Facilities Management dock, NE corner of Courthouse.

Quantities listed on Bid Form are estimates and are based on the past 12-months usage and are not to be construed as firm delivery quantities. Actual purchase of office stationery will be in various quantities based on actual requirements. Sarpy County reserves the right to order more or less quantities than those estimates listed.

Letterhead Stationery:

Letterhead will be ordered by Sarpy County Purchasing for all County offices. Letterhead will be printed using black ink on 24# Neenah paper (or equivalent). **Attach sample of 24# paper that will be used.** Print on the letterhead will consist of, but not limited to: County Seal, office/department name, person's name(s), title(s), address, telephone number(s), fax number and email address(s).

Business Envelopes:

Envelopes will be ordered by Sarpy County Purchasing for all County offices. Envelopes will be #10 regular, #10 window, #11 & #12 regular legal envelopes, 24# white wove. Return address shall be printed in the upper left-hand corner of the envelope. Printing of "RETURN SERVICE REQUESTED" is required below the return address on all printed envelopes. The opening for insertion and flap for sealing shall be a sealant that is dry and will seal envelope when moistened.

Other Envelopes:

Purchasing BID envelope is a booklet type with top flap opening, 9 x 12, white wove (equivalent to WEV CO620). The same printing requirements apply as indicated above.

1. Company Information:

Vendor will provide the following company information on the bid form:

1. Years in business;
2. Number of employees; and,
3. Total sales for last three (3) years.

2. References:

Each Vendor must include with its proposal a list of no less than three (3) references that have purchased the specified product or service within the last two (2) years. The list must include the name of the company, and the name and phone number of a contact person for each company.

3. Literature:

Vendor shall attach three (3) sets of detailed specifications or advertising literature of systems to the bid form. Any information necessary to show compliance with these requirements not given on the attached advertised data sheets shall be supplied in writing and attached to the bid proposal. Lack of sufficient information supplied with a proposal is cause for automatic rejection of such bid.

4. Deviations:

Once the bid has been accepted by Sarpy County, no deviations from the specifications will be accepted without prior written approval of Sarpy County.

5. Exceptions:

These specifications are minimum acceptable specifications. You may bid other than what is specified if it is of higher specification than what is requested. Vendor must list any exceptions to the bid specifications on the bid form.

6. Warranty:

A copy of all manufacturer's warranties shall be included in Vendor's proposal.

The Vendor shall warrant all materials, workmanship and equipment against defects for a period of one year beginning on the date of substantial completion except that certain equipment shall be warranted for longer periods as described in manufacturer's warranties.

The above specifications are minimum acceptable specifications. You may bid other than what is specified if it is higher than what is requested. Any bid that does not meet the minimum specifications may not be considered.

EXCEPTIONS/CLARIFICATIONS/COMMENTS

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____