

**BOARD OF COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**  
**RESOLUTION AWARDING BID FOR LEGAL PUBLICATIONS**

**2011-060**

11/000464

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 2007), 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 2007), 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 Suburban Newspapers, Inc. for Legal Publications in the amount of \$0.441 per line for first printing and \$0.28 per line for subsequent printings for a one (1) year period with three (3), one (1) year option periods 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 1<sup>st</sup> day of March, 2011.

Moved by Rusty Hike, and seconded by Jim Thompson, that the above Resolution be adopted. Carried.

YEAS: <u>Rusty Hike</u> <u>Jim Wanner</u> <u>Joe Haggerty</u> <u>John Schell</u> <u>Tom Reichert</u>	NAYS: <u>none</u> _____ _____	ABSENT: <u>none</u> _____ _____
		ABSTAIN: <u>none</u> _____ _____

Attest:  
SEAL



Debra J. Houghtaling  
Sarpy County Clerk

## AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and Suburban Newspapers, Inc., hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Legal Publications for Sarpy County; 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 Proposals 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 Legal Publications 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. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

If the Vendor is an individual or sole proprietorship, the following applies:

- 1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at

www.das.state.ne.us.

2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

- E. 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

- F. 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.

## 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 provision held to be invalid.

## SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains 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  
Papillion, NE 68046

Vendor: Shon Barenklau  
Suburban Newspapers, Inc.  
604 Fort Crook Road N.  
Bellevue, NE 68005

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 19 day of March, 2011.

(Seal)

ATTEST:



Debra J. Houghtaling  
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

Tom Michael  
Chairperson 3/1/11  
Sarpy County Board of Commissioners

Approved as to form and content:

Mark White  
Deputy County Attorney

Vendor: Suburban Newspapers  
By: [Signature]  
Title: President / Publisher

Attest:

\_\_\_\_\_  
Witness

# 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: Beth Cunard  
Re: Award of Legal Publications

The Purchasing Department sent four sets of Specifications out for Legal Publications and received one bid. The bidder is our current vendor, Suburban Newspapers. We have not had a price increase in our publications since 2003; however they have proposed a 3% increase in their rate. Fiscal Administration feels this is a reasonable increase.

The Purchasing Department recommends the bid be awarded to the low bidder, Suburban Newspapers, who has a total weekly circulation of 8,492 publications with an estimated actual cost of \$34,186.87. The agreement will be for a one year period with three, one year options.

If you have any questions, please feel free to contact me at 593-4476.

February 16, 2011

A handwritten signature in black ink, appearing to be "BC", is written over a horizontal line.

Beth Cunard

cc: Deb Houghtaling  
Mark Wayne  
Scott Bovick  
Brian Hanson

Legal Publications  
Bid Tabulation

Open Date:  
February 10, 2011  
2:00 p.m.

Vendor	Suburban Newspapers, Inc.
<b>Delinquent Tax List cost per single line</b>	
1st Printing	\$0.441
Subsequent Printing	\$0.280
Est. Cost per Paid Subscription (est 4800 lines per print at 3 printings)	\$0.53
Est cost per issue circulation (est 4800 lines per print at 3 printings)	\$0.57
Est. Actual Cost for publication	\$4,804.80
<b>Tax Foreclosures, etc and all other legal notices, cost per single line</b>	
1st Printing	\$0.441
Subsequent Printing	\$0.280
Est. Cost per Paid Suscription (59,913 lines (85%)-1st print, 15,950 lines (15%) at subsequent)	\$3.46
Est. Cost per issue circulation (59,913 lines (85%)-1st print, 15,950 lines (15%) at subsequent)	\$9.48
Est. Actual cost for 1 year publicatoin	\$29,382.07
<b>Total Estimated Cost for tax list and legal notices</b>	<b>\$34,186.87</b>
<b>Paid Subscriptions weekly</b>	
	8,492
<b>Total Circulation</b>	8,492
<b>Published in County for 52 consecutive weeks</b>	Yes
<b>Deadline for publication</b>	Monday - Noon
<b>Current Rates - Cost Per Line (Suburban Newspapers)</b>	
Tax List - 1st Printing	\$0.428
Tax List -Subsequent Printings	\$0.272
All Other Legal Publs - 1st Printing	\$0.428
All Other Legal Publs - Subsequent Printings	\$0.272

# BID

FOR Sealed Bid- Legal Publications

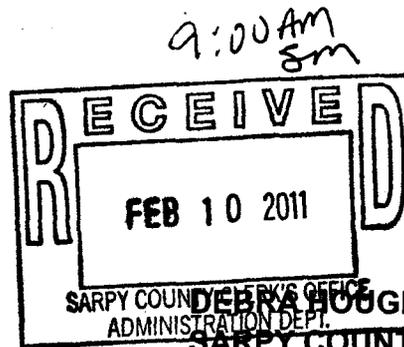
TO BE RECEIVED UNTIL 2 P.M.

DATE Thursday, Feb. 10, 2011

FROM Suburban Newspapers-

Bellevue Leader, Papillion Times,

La Vista Sun, Gretna Breeze



DEBRA HOUGHTALING  
SARPY COUNTY CLERK  
1210 GOLDEN GATE DRIVE  
PAPILLION, NEBRASKA 68046-2895



Suburban Newspapers, Inc.

604 Fort Crook Road N.

Bellevue, NE 68005

Feb. 9, 2011

Sarpy County Government  
c/o Deb Houghtaling  
1210 Golden Gate Drive  
Papillion, NE 68046

*Deb*

Dear Mrs. Houghtaling:

Suburban Newspapers Inc. greatly appreciates its relationship with Sarpy County and wishes to remain the "legal" newspaper for the county.

Suburban Newspapers Inc., which includes the Bellevue Leader, Papillion Times/La Vista Sun/Springfield Monitor and Gretna Breeze, covers Sarpy County news from one end to the other. The newsrooms are housed together at the Bellevue Leader facility so there are many stories that appear in all three publications about life in the county. In addition, the legal notices from Sarpy County and the other governmental and educational agencies in our communities are published in all three publications.

SNI's mission in publishing legal notices is to inform the public about the county's business, which will encourage participation and interest from residents in the fastest growing county in the state.

The deadline for the electronic submission of legal notices will remain noon Mondays with publication of legal notices on Wednesdays in all Suburban Newspapers publications.

SNI will promote the value of legal notices in the newspapers and on-line.

Again, SNI appreciates doing business with Sarpy County and wants to continue that relationship for years to come.

Sincerely,

Shon Barenklau,  
SNI Publisher  
402-660-0089

# **SPECIFICATIONS**

## **Legal Publications For Sarpy County**

### **SARPY COUNTY, NEBRASKA**

**PROPOSALS DUE: 2:00 p.m., Thursday, February 10, 2011**

## General Information

### Notice to Vendors

Sarpy County is seeking proposals for Legal Publications for the Sarpy County. The successful Vendor will enter into a Contract (see attached Exhibit "A") for a period of one (1) year commencing on April 1, 2011 until March 31, 2012, with three (3), one (1) year option periods.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 2:00 p.m., Thursday, February 10, 2011. Bids shall be in a sealed envelope, clearly marked "Sealed Bid - Legal Publications" 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 two (2) copies of the entire Bid Form including attachments.**

**Requests for information and clarification questions must be received by February 3, 2011 at 12:00 P.M. in order for Sarpy County to have time to issue an addendum.**

Bidding criteria must be received from Beth Cunard, Purchaser, 1210 Golden Gate Drive, Papillion, NE 68046, (402) 593-4476, bcunard@sarpy.com or via the internet at www.sarpy.com.

Vendors that obtain specifications from the internet sites 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., Thursday, February 10, 2011.

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. 1210 Golden Gate Drive, Papillion, Nebraska 68046. 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 Beth Cunard, Sarpy County Purchaser along with personnel from Sarpy County 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 [www.sarpy.com](http://www.sarpy.com). 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, judgment, 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, Beth Cunard, 1210 Golden Gate Drive, Papillion, NE 68046 or bcunard@sarpy.com. **Requests must be received by 12:00 p.m., February 3, 2011 in order for Sarpy County to have time to issue an addendum. Requests received after 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.
- c. 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, 2011 until March 31, 2012, with three (3), 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. Any cost changes for the option years is the responsibility of the Vendor. If Sarpy County does not receive any notification of price changes, the prices are to remain the same.

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. Residency Verification:

The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

12. 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.

13. Assignment:

The Vendor may not assign this Contract 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 proposals for Legal Publications. The successful Vendor will enter into a Contract (see attached Exhibit A) for a period of one (1) year commencing on April 1, 2011 to March 31, 2012, with three (3) one (1) year option periods.

Legal Publications consist of all legal notices, delinquent tax lists, tax foreclosures, semiannual reports, election results and all other legal publications.

Publication rates shall be in accordance with Nebraska State Statute §33-141 and shall not exceed those rates which are applicable to pica width and 7 point type as established by the Nebraska Secretary of State, November 9, 1981.

The newspaper shall contain news reporting happenings of recent occurrences of a varied character such as social, moral, religious and other subjects of similar nature local or foreign, intended for the information of the general reader along with the presence of the advertisements not appealing to any particular class, trade or profession. Newspaper shall have a general circulation daily or weekly and shall have been published and/or circulated within Sarpy County for 52 consecutive weeks prior to the publication of such notices.

Submission of Notices:

Please include on a separate sheet of paper the guidelines, including deadlines and means by which publications should be submitted.

Proof of Publication:

The successful Vendor will provide an affidavit containing a certified copy of the each legal notice as published.

Printing Specifications:

Column width for a full column shall be not less than 12 pica width with horizontal rules between notices. Half column line format will be paid at one-half rate.

Type shall be 7 point.

Headings shall be in all bold. All other verbiage shall be caps and lower case letters.

Please notify submitting office of any mistakes that might need changed before making changes.

**Company Information:**

Vendor will provide the following company information on bid form:

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

**References:**

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

**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.

**Exceptions:**

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

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. no exceptions
2. all publications have been published for more than 52 consecutive weeks
3. Bellevue Leader's circulation - 4,629
4. Papillion Time's circulation - 2,688
5. Gretna Breeze's circulation - 1,175
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

COMPANY NAME: Suburban Newspapers Inc.

Sarpy County, Nebraska  
Legal Publications  
Bid Form

Name of Publications: Bellevue Leader, Papillion Times / La Vista Sun / Spring ~~Field~~ Monitor,  
Gretna Breeze

Price

**Delinquent Tax List cost per single line:**

1 <sup>st</sup> Printing	\$ <u>.441</u>
Subsequent Printing	\$ <u>.280</u>

**Tax Foreclosures, Semi-annual Reports, all other legal notices, cost per single line:**

1 <sup>st</sup> Printing	\$ <u>.441</u>
Subsequent Printing	\$ <u>.280</u>

Paid Subscriptions weekly 8,492

Total Weekly Circulation of above named publication: 8,492

Published in the County for 52 consecutive weeks: Yes X No     

Deadline - day and time - for publication: Monday - noon

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

**Company Information:**

Years in business:

Bellevue Leader - 38 years  
Papillion Times - 137 years  
Gretna Breeze - 53 years } all consecutive

# of employees

46

Total sales last 3 years

\$ 8,944,781

**References:**

Company Name: Sarpy County Government  
 Address: 1210 Golden Gate Drive Papillion, NE 68046  
 Contact Name: Deb Houghtaling Phone Number: 402-593-2105  
 Fax Number: 402-593-4471 Date of Purchase: 1993-2011

Company Name: Alegent - Midlands Hospital  
 Address: 1111 S. 84th St. Papillion NE 68046  
 Contact Name: Carol Maguire Phone Number: 402-593-3113  
 Fax Number: cmaguire@alegent.org Date of Purchase: 1993-2011  
 E-mail:

Company Name: Bellevue Chamber of Commerce  
 Address: 1102 Galvin Road South Bellevue NE 68005  
 Contact Name: Megan Lucas Phone Number: 402-898-3000  
 Fax Number: megan@Bellevue Nebraska.com Date of Purchase:  
 E-mail:

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 \_\_\_\_\_

Suburban Newspapers Inc.  
 Company Name

[Signature]  
 Authorized Signature

604 Fort Crook Road N.  
 Address

Bellevue NE 68005  
 City, State & Zip

Shon Barenklau  
 Company Representative (Please print)

402-660-0089  
 Telephone Number

402-733-9116  
 Fax Number

shon.barenklau@papilliontimes.com  
 E-Mail Address

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

**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 hereinafter "County", and \_\_\_\_\_, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Legal Publications for Sarpy County; 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 Proposals 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 Legal Publications 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. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

If the Vendor is an individual or sole proprietorship, the following applies:

- 1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).