

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

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), 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 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for this matter have been solicited and reviewed pursuant to applicable Nebraska State Statutes; 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 low bid of Cornhusker State Industries for Printed Office Stationary for various prices as identified on the attached Bid Form 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.

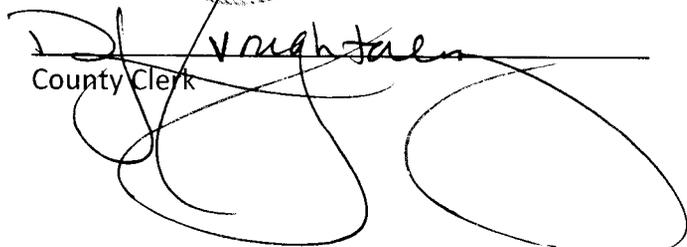
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 10th day of March, 2015.


Sarpy County Board Chairman

Attest:

SEAL




County Clerk

Product	Estimated # of Units	# in Unit	Interstate Printing		Standard Printing Co.		Omaha Print		KM Printing LLC	
			Price per Unit	Extended Price	Price per Unit	Extended Price	Price per Unit	Extended Price	Price per Unit	Extended Price
Letterhead	1	500	\$59.60	\$59.60	\$56.00	\$56.00	\$144.50	\$144.50		
Letterhead	4	1000	\$76.90	\$307.60	\$72.00	\$288.00	\$189.00	\$756.00		
Letterhead	4	5000	\$236.90	\$947.60	\$200.00	\$800.00	\$545.00	\$2,180.00		
#6 3/4" Regular Envelope	1	500	\$120.64	\$120.64	\$60.00	\$60.00	\$150.00	\$150.00		
#9 Regular Envelope	3	500	\$115.31	\$345.93	\$60.00	\$180.00	\$150.00	\$450.00		
#10 Regular Envelope	1	500	\$115.31	\$115.31	\$60.00	\$60.00	\$160.00	\$160.00		
#10 Regular Envelope	13	1000	\$137.09	\$1,782.17	\$75.00	\$975.00	\$160.00	\$2,080.00		
#10 Regular Envelope	6	5000	\$272.03	\$1,632.18	\$195.00	\$1,170.00	\$220.00	\$1,320.00		
#10 Regular Envelope	4	10000	\$387.27	\$1,549.08	\$346.00	\$1,384.00	\$330.00	\$1,320.00		
#10 Window Envelope - Left Handed	1	500	\$116.61	\$116.61	\$62.00	\$62.00	\$150.00	\$150.00		
#10 Window Envelope - Left Handed	8	1000	\$139.69	\$1,117.52	\$79.00	\$632.00	\$160.00	\$1,280.00		
#10 Window Envelope - Left Handed	3	5000	\$285.03	\$855.09	\$213.00	\$639.00	\$225.00	\$675.00		
#10 Window Envelope - Left Handed	3	10000	\$416.27	\$1,248.81	\$382.00	\$1,146.00	\$330.00	\$990.00		
#10 Window Envelope - Right Handed	1	500	\$121.03	\$121.03	\$64.00	\$64.00	\$187.50	\$187.50		
#10 Window Envelope - Right Handed	1	1000	\$144.11	\$144.11	\$84.00	\$84.00	\$200.00	\$200.00		
#10 Window Envelope - Right Handed	1	5000	\$307.13	\$307.13	\$237.00	\$237.00	\$281.25	\$281.25		
#10 Window Envelope - Right Handed	1	10000	\$457.47	\$457.47	\$428.00	\$428.00	\$450.00	\$450.00		
#11 Regular Envelope	1	500	\$136.34	\$136.34	\$72.00	\$72.00	\$150.00	\$150.00		
#12 Regular Envelope	1	500	\$160.00	\$160.00	\$79.00	\$79.00	\$150.00	\$150.00		
#28 9" x 12" White Wove Self-Seal Envelope	1	500	\$270.49	\$270.49	\$145.00	\$145.00		\$0.00		
#28 Kraft Self-Seal Envelope	1	500	\$266.08	\$266.08	\$147.00	\$147.00	\$175.00	\$175.00		
Business Cards	13	500	\$45.25	\$588.25	\$35.00	\$455.00	\$75.00	\$975.00		
Total Extended Price				\$12,649.04		\$9,163.00		\$14,224.25		Incomplete Bid

Product	Estimated # of Units	# in Unit	Regal Print		Cornhusker State Industries		Design Four Inc.	
			Price per Unit	Extended Price	Price per Unit	Extended Price	Price per Unit	Extended Price
Letterhead	1	500	\$122.51	\$122.51	\$50.78	\$50.78	\$42.00	\$42.00
Letterhead	4	1000	\$163.36	\$653.44	\$69.31	\$277.24	\$78.00	\$312.00
Letterhead	4	5000	\$269.65	\$1,078.60	\$217.56	\$870.24	\$270.00	\$1,080.00
#6 1/2" Regular Envelope	1	500	\$83.08	\$83.08	\$72.41	\$72.41	\$84.00	\$84.00
#9 Regular Envelope	3	500	\$83.63	\$250.89	\$72.19	\$216.57	\$78.00	\$234.00
#10 Regular Envelope	1	500	\$82.94	\$82.94	\$72.19	\$72.19	\$82.80	\$82.80
#10 Regular Envelope	13	1000	\$118.54	\$1,541.02	\$81.33	\$1,057.29	\$162.00	\$2,106.00
#10 Regular Envelope	6	5000	\$307.21	\$1,843.26	\$145.36	\$872.16	\$426.00	\$2,556.00
#10 Regular Envelope	4	10000	\$573.73	\$2,294.92	\$290.80	\$1,163.20	\$558.00	\$2,232.00
#10 Window Envelope - Left Handed	1	500	\$84.46	\$84.46	\$74.01	\$74.01	\$94.80	\$94.80
#10 Window Envelope - Left Handed	8	1000	\$121.57	\$972.56	\$84.98	\$679.84	\$186.00	\$1,488.00
#10 Window Envelope - Left Handed	3	5000	\$322.39	\$967.17	\$192.68	\$578.04	\$474.00	\$1,422.00
#10 Window Envelope - Left Handed	3	10000	\$604.09	\$1,812.27	\$306.30	\$918.90	\$642.00	\$1,926.00
#10 Window Envelope - Right Handed	1	500	\$84.46	\$84.46	\$74.01	\$74.01	\$118.80	\$118.80
#10 Window Envelope - Right Handed	1	1000	\$121.57	\$121.57	\$84.98	\$84.98	\$224.40	\$224.40
#10 Window Envelope - Right Handed	1	5000	\$322.39	\$322.39	\$192.68	\$192.68	\$662.40	\$662.40
#10 Window Envelope - Right Handed	1	10000	\$604.09	\$604.09	\$327.30	\$327.30	\$964.80	\$964.80
#11 Regular Envelope	1	500	\$105.96	\$105.96	\$78.81	\$78.81	\$117.60	\$117.60
#12 Regular Envelope	1	500	\$111.96	\$111.96	\$89.93	\$89.93	\$138.00	\$138.00
#28 9" x 12" White Wove Self-Seal Envelope	1	500	\$342.56	\$342.56	\$142.47	\$142.47	\$162.00	\$162.00
#28 Kraft Self-Seal Envelope	1	500	\$342.56	\$342.56	\$106.87	\$106.87	\$198.00	\$198.00
Business Cards	13	500	\$103.45	\$1,344.85	\$24.00	\$312.00	\$26.00	\$338.00
Total Extended Price				\$15,167.52		\$8,311.92		\$16,583.60

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE, SUITE 1220
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Purchasing/Contract Administrator
(402) 593-4476

MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Printed Office Stationary Bid Award

On February 26, 2015, seven (7) bids were opened for Printed Office Stationary. After reviewing the bids, it is recommended the bid be awarded to the low bidder, Cornhusker State Industries for the various prices as listed on the attached Bid Form. The County has worked with Cornhusker State Industries for several years and they have proven to provide an excellent product and good customer service.

One of the bids received, KM Printing LLC, completed the original bid form instead of the updated bid form that was distributed and posted online with Addendum #1. The updated bid form added additional envelopes making their bid not comparable to the other submitted bids. Therefore, their bid was considered incomplete.

Please feel free to contact me at bgarber@sarpy.com with any questions.

March 4, 2015


Beth Garber

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson

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 Cornhusker State Industries, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Printed Office Stationary for the 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 Printed Office Stationary in conformity with each and every term, condition, specification, and requirements 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 the ordering office.
- 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.

IV. 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.

V. 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 Suite 1250
Papillion, NE 68046

Vendor: Mr. Mitch Salomons
800 Pioneers Blvd.
Lincoln, NE 68502

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 10th day of March, 2015.

(Seal)

ATTEST



Sarpy County Clerk

Approved as to Form:

Attest:

Witness

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

Chairperson

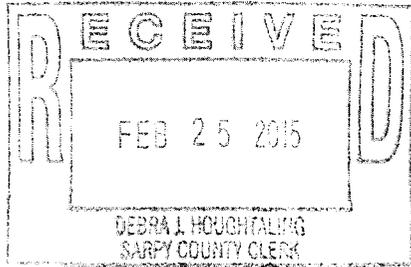
Sarpy County Board of Commissioners

Vendor:

By: Jeremy Elder

Title: Assistant Administrator,
Cornhusker State Industries

**CORNHUSKER STATE INDUSTRIES
MITCH SALOMONS
PRINT SHOP # 23
800 PIONEERS BLVD.
LINCOLN, NE 68502**



**Deb Houghtaling
Sarpy County Clerk's Office
1210 Golden Gate Drive, Suite 1250
Papillion, NE 68046**

SEALED BID
Printed Office

Sarpy County, Nebraska
Printed Office Stationary
UPDATED Bid Form

Product	Estimated # of Units*	# in Unit	Price per Unit	Extended Price
Letterhead 8 ½ x 11	1	500	\$ 50.78	\$ 50.78
Letterhead 8 ½ x 11	4	1000	\$ 69.31	\$ 277.24
Letterhead 8 ½ x 11	4	5000	\$ 217.56	\$ 870.24
#6 ¾" Regular Envelope	1	500	\$ 72.41	\$ 72.41
#9 Regular Envelope	3	500	\$ 72.19	\$ 216.57
#10 Regular Envelope	1	500	\$ 72.19	\$ 72.19
#10 Regular Envelope	13	1000	\$ 81.33	\$ 1,057.29
#10 Regular Envelope	6	5000	\$ 145.36	\$ 872.15
#10 Regular Envelope	4	10000	\$ 290.80	\$ 1,163.20
#10 Window Envelope – Left Handed	1	500	\$ 74.01	\$ 74.01
#10 Window Envelope – Left Handed	8	1000	\$ 84.98	\$ 679.84
#10 Window Envelope – Left Handed	3	5000	\$ 192.68	\$ 578.04
#10 Window Envelope – Left Handed	3	10000	\$ 306.30	\$ 918.90
#10 Window Envelope – Right Handed	1	500	\$ 74.01	\$ 74.01
#10 Window Envelope – Right Handed	1	1000	\$ 84.98	\$ 84.98
#10 Window Envelope – Right Handed	1	5000	\$ 192.68	\$ 192.68
#10 Window Envelope – Right Handed	1	10000	\$ 327.30	\$ 327.30
#11 Regular Envelope	1	500	\$ 78.81	\$ 78.81
#12 Regular Envelope	1	500	\$ 89.93	\$ 89.93
#28 9" x 12" White Wove Self-Seal Envelope	1	500	\$ 142.47	\$ 142.47
#28 Kraft Self-Seal Envelope	1	500	\$ 106.87	\$ 106.87
Business Cards	13	500	\$ 24.00	\$ 312.00

* Estimate only based on 2014 usage.

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

Describe ordering and delivery procedures:

Orders can be emailed to dcs.csiprintshop@nebraska.gov or faxed to the CSI Print Shop on a as needed basis. Once rec'd Print Shop will send a confirmation email notifying of the receipt of the order. We make a sales order with cost, delivery address, contact person purchase order number and quantity. All this information is translated onto a delivery ticket so you know what you are signing for when it is delivered. Once job is complete it gets sent to the CSI warehouse for delivery. CSI makes deliveries to the Sarpy County area once per week. All pricing includes standard delivery.

Company Information

Years in business: 30

of employees 18

Total sales last 3 years FY 2012-384,994
FY 2013-407,173
FY 2014-446,321

References

Company Name: Department of Correctional Service-All Institutions
Address: Folsom & West Prospector Pl. Bldg. 1 Lincoln NE
Contact Name: Diane Poppert Phone Number: 402-479-5980
Date of Purchase: Year Round purchase Email: diane.poppert@nebraska.gov

Company Name: Nebraska Department of Motor Vehicles
Address: 301 Centennial Mall So. Mall Level, Lincoln NE
Contact Name: Sharol Murrell Phone Number: 402-471-2534
Date of Purchase: Year Round purchase Email: sharol.murrell@nebraska.gov

Company Name: Elmwood-Murdock Public Schools
Address: 300 Wyoming St. Murdock NE
Contact Name: Tyche Stander Phone Number: 402-867-2341
Date of Purchase: School year purchase Email: _____

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

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

Addendum #1 Yes we did. MJS
Addendum #2 _____

Cornhusker State Industries

Company Name

 Jeremy Elder

Authorized Signature

800 Pioneers Blvd

Address

Lincoln, NE 68502

City, State & Zip

Mitch Salomons

Company Representative (Please print)

402-479-6200

Telephone Number

402-479-6220

Fax Number

mitch.salomons@nebraska.gov

E-Mail Address

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

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. Prices Includes initial set up cost for both Envelope and Letterhead
2. As long as there is no changes after initial run deduct set up cost.
3. We bid the exact paper specification on letterhead and Envelope
4. We do offer Thermography services(raise print) for extra cost.
5. For additional colors on top of the Black it is a \$7.75 per color.
6. The State of Nebraska will not indemnify and save harmless
7. Sarpy County as stated in Terms & Conditions #16, page 7. This
8. provision is contrary to Article XIII, §1 of the Nebraska constitution
9. and the State Tort Claims Act, §§81-8,209 through 81-8,235 (2014).
10.

SARPY COUNTY, NEBRASKA

REQUEST FOR PROPOSALS

Printed Office Stationary

For

Sarpy County

PROPOSALS DUE:

2:00 p.m., Thursday February 26, 2015

General Information

Notice to Vendors

Sarpy County is seeking proposals for Printed Office Stationary for Sarpy County. The successful Vendor will enter into a Contract that incorporates both the RFP along with the submitted proposal for a period of one (1) years commencing April 1, 2015 until March 31, 2016 with three (3), one (1) year options.

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 26, 2015. 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.**

Requests for information and clarification questions must be received by February 19, 2015 at 12:00 p.m. in order for Sarpy County to have time to issue an addendum.

Bidding criteria must be received from Beth Garber, Purchaser, 1210 Golden Gate Drive, Suite 1220, Papillion, NE 68046, (402) 593-4476, bgarber@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 Clerk's Office
1210 Golden Gate Drive, Suite 1250
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 26, 2015.

All bids submitted shall be valid for a period of ninety (90) 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. Destination, freight prepaid, Sarpy County, 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

Evaluation will be done by Beth Garber, Sarpy County Purchaser along with personnel from the Sarpy County. 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. The Commissioners award the bid by majority vote.

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

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.

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.

No interpretation of the meaning of the specifications, or other bidding documents, or correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.

Every request for such interpretation or correction should be in writing, addressed to the Sarpy County Purchaser, Beth Garber, 1210 Golden Gate Drive, Suite 1220, Papillion, NE 68046 or bgarber@sarpy.com. **Requests must be received by February 19, 2015 at 12:00 p.m. 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

All addenda will become part of this RFP and must be responded to by each Vendor.

All addenda must be acknowledged in writing in the bid submitted by the Vendor.

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. **Pricing information is not considered financial information and therefore is not considered Confidential.** Please note: even if Vendor believes pricing information is confidential and includes it in a separate, sealed envelope, such information will be read aloud and entered into record during the public bid opening. For all other appropriately identified proprietary, trade secret, or confidential commercial or financial information, 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 upon request.

4. Non-Discrimination Clause

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 2009), 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 2010), 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 2012), 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 an itemized invoice for payment for each order with a description of the print order for each department. 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, 2015 until March 31, 2016 with three (3), one (1) year options. 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:

The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

- a) 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.
- b) 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.

17. 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.

18. 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.

19. Company Information

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

- a. Years in business;
- b. Number of employees; and,
- c. Total sales for last three (3) years.

20. References

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

Technical Specifications

Sarpy County is seeking services for printed office stationary (letterhead and various envelopes) for all County Offices.

Any reference to brand names and/or number in the Request for Proposal is intended to be descriptive, but not restrictive, unless otherwise specified. Other brands, of approved equal quality, may be considered for award. In the event of substitution, your proposal must clearly describe the article and the proposal must state the brand name and product number of the substitution offered. The determination of the Sarpy County Purchasing Department, in consultation with the ordering office, shall be final and conclusive in determining the equality of alternates.

Vendor shall not add charges of any kind including fuel surcharges and fees.

Vendor will describe ordering and delivery procedures on bid form, attach additional pages if necessary.

The individual departments will email print orders to successful bidder.

Each initial order of various letterheads and/or envelopes will require a proof copy to be emailed to the appropriate Sarpy County office for approval. The office will approve proof copy or make changes. If changes are required, another proof copy must be emailed for final approval.

Each printing order shall be delivered no more than five (5) business days after final approval copy or order request date. **Initial setup or artwork fees must be listed on the bid form (if any).**

Contract prices shall include delivery F.O.B., Sarpy County Courthouse, 1210 Golden Gate Drive, Papillion, Nebraska. All orders will be delivered to the Facilities Management dock, located at the northeast corner of the Sarpy County Courthouse.

Quantities listed on Bid Form are estimates and are not to be construed as firm delivery quantities. Actual purchase of office stationary 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 Stationary:

Letterhead will be ordered by the various offices. Letterhead will be printed on laser print paper, 24lb., GE 98, using black ink. Printing on letterhead will consist of, but not limited to: office/department name, employee name(s), title(s), address, telephone number(s), fax number, email address(s) and County seal.

Business Envelopes:

Business envelopes will be ordered by individual offices. Various envelope sizes are #6-3/4", #9, #10 regular, #10 window (left & right), #11 and #12, using black ink. 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. Printing on envelopes will consist of, but not limited to: office/department name, elected official's name, address, County seal and any other required printing.

Self-Seal Catalog Envelopes:

Self-seal envelopes: 9" X 12", 28# white wove and 9" X 12", 28# self-seal kraft. Using black ink, 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 self-seal type. Printing on envelopes will consist of, but not limited to: office/department name, elected official's name, address, County seal and any other required printing.

Business Cards:

Business cards shall be white 80# cover, B.C. size of 2 x 3 ½ using black ink without thermography. Printing on cards may consist of, but is not limited to: name, office/department, address, email, phone number and County Seal.

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 Cornhusker State Industries, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Printed Office Stationary for the 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 Printed Office Stationary in conformity with each and every term, condition, specification, and requirements 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 the ordering office.
- 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.

IV. 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.

V. 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 Suite 1250
Papillion, NE 68046

Vendor: Cornhusker State Industries
800 Pioneers Blvd
Lincoln, NE 68502

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this _____ day of _____, 2015.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Sarpy County Clerk

Chairperson
Sarpy County Board of Commissioners

Vendor: _____

By: _____

Title: _____

Attest:

Witness

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE, SUITE 1220
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Purchasing/Contract Administrator
(402) 593-4476

Addendum #1

Printed Office Stationary
For
Sarpy County

Clarification #1: An updated bid form has been attached clarifying the #10 Window Envelopes. The updated bid form should be used when submitting a bid.

**All other terms and conditions remain unchanged.
Addendum shall be acknowledged on the Bid Form.**