

***CONTRACT DOCUMENTS***

***City of Lincoln  
Nebraska***

**Request for Proposal  
Printing and Mailing of "Living Well" Magazine  
Bid No. 12-119**

**Moore Wallace North America, Inc.  
dba R.R. Donnelly  
2435 S. 130<sup>th</sup> Circle  
Omaha, NE 68144  
402-778-7639**

## City of Lincoln, Nebraska Contract Agreement

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between **Moore Wallace North America, Inc., dba R. R. Donnelly, 2435 S. 130<sup>th</sup> Circle, Omaha, NE 68144** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

**Request for Proposal for Printing and Mailing of "Living Well" Magazine, Bid No. 12-119**  
and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

**Agreement to full proposal, and "Attachment A - Cost Proposal/Price list" Best and Final Offer**

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

**The City will pay for products/services, according to "Attachment A - Cost Proposal/Price list" Best and Final Offer, a copy thereof being attached to and made a part of this Contract for an approximate amount of \$370.48 per M (\$27,415.52 annually).**

3. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-VERIFY: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. INDEPENDENT CONTRACTOR: It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a two (2) year term, with option to renew for an additional two (2) year term. The work included in this Contract shall begin as soon as possible from date of executed contract. Project completion shall be in accordance with the established quarterly deadlines.
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Agreements
  2. Accepted Proposal
  3. Attachment A - Best and Final Offer
  4. Addendums Nos. 1 and 2
  5. Special Provisions
  6. Specifications
  7. Instructions to Bidders
  8. Insurance Requirements
  9. Sales Tax Exemption Forms 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

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

**ATTEST:**

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

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
Chris Beutler, Mayor

**Approved by:**

Resolution Order No. \_\_\_\_\_

Dated \_\_\_\_\_

**EXECUTION BY CONTRACTOR**

**IF A CORPORATION:**

**ATTEST:**

\_\_\_\_\_  
Secretary (SEAL)

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Duly Authorized Official

\_\_\_\_\_  
Legal Title of Official

**IF OTHER TYPE OF ORGANIZATION:**

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
Address

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

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

**IF AN INDIVIDUAL:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

# City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Suzanne Siemer Asst. Purchasing Agent	Address	Purchasing\City & County	Address
Email	ssiemer@lincoln.ne.gov		440 S. 8th St.	Contact
Phone	(402) 441-7414		Lincoln, NE 68508	
Fax	(402) 441-6513	Contact	Suzanne Siemer Asst. Purchasing Agent	Department Building
Bid Number	12-119 Addendum 3	Department		
Title	Printing and Mailing of "Living Well" Magazine	Building		Floor/Room
Bid Type	RFP			Telephone
Issue Date	11/21/2012	Floor/Room		Fax
Close Date	12/12/2012 12:00:00 PM CST	Telephone	(402) 441-7414	Email
Need by Date		Fax	(402) 441-6513	
		Email	ssiemer@lincoln.ne.gov	

## Supplier Information

Company	Moore Wallace North America, Inc.
Address	2435 S 130th Circle
	Omaha, NE 68144-2528
Contact	Tim Vandenberghe
Department	
Building	
Floor/Room	
Telephone	1 (402) 778 7639
Fax	1 (402) 330 0118
Email	tim.j.vandenberghe@rrd.com
Submitted	12/12/2012 11:21:34 AM CST
Total	\$0.00

Signature \_\_\_\_\_

## Supplier Notes

## Bid Notes

This is to notify you that RFP 12-119 for (Printing and Mailing - Living Well Magazine) for (Aging Partners) is available. Please prepare your written response and return your proposals as instructed in the RFP according to the specifications. Respond to the Attribute section of this electronic bid and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions, call 402-441-7417.

## Bid Activities

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Specifications	I acknowledge reading and understanding the Specifications.	Yes
2	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See the Attachment section of the e-bid for information on the Addendum.	Yes
3	Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See the Attachment section of the e-bid for information on the Addendum.	Yes
4	Agreement to Addendum No. 3	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See the Attachment section of the e-bid, the "Instructions to Bidders" Attachment has been removed and has been replaced with a new Attachment called "Instructions to Proposers".	Yes
5	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
6	Sample Cover	I have viewed the sample cover and understand that if awarded this contract I must verify address placement with Aging Partners prior to addressing the magazine.	Yes
7	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
8	Federal Bidding Documents and Compliance	I have read and understand the Federal Forms attached to this bid and hereby agree to comply with the provisions as they are listed in the forms.	Y
9	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission.  If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
10	Contact	Name of person submitting this bid:	Tim Vandeberghe
11	Subcontractors	Please list any Subcontractors that you will be using for this project.	na
12	Number of Days for Production	Indicate the standard number of working days typically required to complete this type of project after submission of electronic files?  Our written proposal response includes the number of working days provides an outline of how these working days are broken down for each step of the process as requested in the Specifications?	2 weeks, based on schedules that will be provided
13	Account Manager	Please provide the name of the person and contact information at your company who will handle the coordination of this quarterly publication.	Tim Vandeberghe

14	Artwork Format	Please list the different types of electronic files that your company can work with for printing this magazine?	PDFX-1a page files
15	Color Proof	I acknowledge that a complete color proof must be provided to Aging Partners for final approval prior to going to press.	Yes
16	Proof Type	Indicate the type of color proof that you will provide Aging Partners prior to going to press?	Epson color proofs
17	Mailing Dates and Coordination	If awarded this contract, I agree to adhere to the negotiated production timeline for the quarterly mailing dates indicated in the Specifications.  I also acknowledge that it will be necessary to coordinate with Aging Partners and the vendor handling the Production of this magazine in order to meet the required deadlines for each quarterly publication.	Yes
18	Numbers in Price Box	<b> I acknowledge, understand and hereby verify that ONLY numbers have been typed into the Unit Price box in the Line Item section of this ebid response. I further understand that if any symbols or letters (other than a decimal point for dollars and cents) have been typed into the Unit Price box that it will result in my bid showing an amount of \$0 for respective line items. <b>	Yes
19	Proposal Submission	I have prepared and delivered/mailed to the City Purchasing Agent five (5) copies of my Written Proposal as requested in the specifications.	Yes
20	Attachment A - Cost Proposal/Price List	I have completed "Attachment A - Cost Proposal/Price List" and included it within the written Proposal response (See Attachment section).	Yes
21	Samples of Publications	I have included with the written Proposal response, samples of publications that our company has produced which are similar to the work outlined in the specifications?	Yes
22	Discount for Producing Both RFP's	Our company is willing to provide a "Percent Off Discount" for being awarded both contracts resulting from RFP 12-118 and RFP 12-119? Indicate "YES" or "NO":  If "YES", provide the percent off discount to be applied to the "Per Quarterly Issue" price of RFP 12-119 if awarded both contracts:	No, not at this time. Would like to submit that pricing for the next contract.
23	Term Clause with Escalation/De-escalation	I acknowledge that the term of the contract will be a (2) two year term from the date of the executed contract with the option for (1) one additional (2) two year term. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	a) pricing firm thru year 1 b)review paper pricing at the beginning of year two c)pricing firm thru 2013 and could remain the same thru 2014 if no unforeseen material price increase
24	Profit Percentage	What is your percent of profit?	minus 20% for this pricing
25	Electronic Signature	Please check here for your electronic signature.	Yes

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## Line Items

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#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 12-119 for "Printing and Mailing of "Living Well" Magazine Quarterly Publication is available. Please prepare your written response and return your proposals as instructed in the specifications. Respond to the Attribute section and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions, call 402-441-7417.	\$0.00

Item Notes:

Supplier Notes:

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Response Total: \$0.00

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**Attachment A - Cost Proposal/Price List  
Printing and Mailing of "Living Well" Magazine  
RFP 12-119**

Provide your total cost based on a "Per M" price for the Printing and Mailing of the 40 Page Living Well Magazine

\$ \_\_\_\_\_ "Per M"

**Optional Pricing**

Increase to 44 page self cover:      Total for "Per M"      \$ \_\_\_\_\_

Increase to 48 page self cover:      Total for "Per M"      \$ \_\_\_\_\_

Provide a price list showing the cost for items such as, but not limited to the following:

Color Proofs (per each)      \$ \_\_\_\_\_

Plates (per each)      \$ \_\_\_\_\_

Image-setting (per hour)      \$ \_\_\_\_\_

Press set up      \$ \_\_\_\_\_

Bindery costs      \$ \_\_\_\_\_

*Note:* Vendors may submit their own typed document and add additional items under "Optional Pricing", but the pricing proposal must be named "Attachment A – Cost Proposal/Price List", be in this format and include the above information at a minimum. Additional items can be added to the above list, but shall be listed using an industry standard type description and indicate how the pricing is figured (i.e. per each, hour, etc.).



**Bindery**

Saddlestitch & trim 1-3	0 @	\$56.70 mr	\$9.80 /m
Saddlestitch & trim 4-6	0 @	\$85.50 mr	\$14.13 /m
Saddlestitch & trim 7-9	0 @	\$118.35 mr	\$19.02 /m
Saddlestitch & trim 10-12	0 @	\$155.70 mr	\$24.45 /m
Saddlestitch & trim 13-15	0 @	\$193.50 mr	\$30.12 /m
Surch for less than 5" backbone, 1st insert	0 @		\$3.40 /m
Surch for 2pp with min 3" hanger (4" no surch), 1st insert	0 @		\$3.40 /m
Surch for 4pp sig on 45# stock, 1st insert	0 @		\$3.40 /m
SS Blow-in setup, one card	0 @	\$44.00 mr	\$2.45 /m
Cut 4 page	0 @		\$2.91 /m
Fold 4 page signature	0 @	\$16.00 mr	\$4.53 /m
Tip - per M based on piece tipped	0 @	\$61.52 mr	\$0.00 /m
Handle furnished inserts	0 @		\$1.03 /m
Change pocket- 1st	0 @	\$79.62 ea	
Change pocket- add'l	0 @	\$31.37 ea	
Arpac newstand bundles	0 @		\$10.35 /m
Newstand Skids 1800 lbs \$21.22	0 @		\$2.88 /m
Tab and tray LP,Baraboo, Pontiac, Maple Grove	0		
Running; Three 1 1/2 inch tabs Inkjet add'l	0 @	\$100.00 mr	\$20.50 /m
Add'l to Fold; LONG PRAIRIE ONLY	0 @		\$7.00 /m
Label/Inkjet non-selective in-line SS			
in-line 0-100 pages SS	0 @	\$74.48 mr	\$7.79 /m
in-line 101-200 pages SS	0 @	\$74.48 mr	\$9.35 /m

**Per EACH Pricing**

Cartons 30 lbs \$1.20 ea	0 @		
Label and weigh cartons for carrier shipment \$1.00 ea	0 @		
UPS Ground shipping for each carton to \$21.00 ea	0 @		
Skids 1800 lbs \$15.00 ea	0 @		

**List Processing (see attached for additional services)**

**Initial Job Setup - Included in PreSort**

Presort package includes CASS, DPV, Presort, Sequencing, Documentation,

Inkjet Address output, and Mail.dat file

Up to 250,000 records	0 @		\$5.50 /m
Minimum per job	0 @	\$175.00 min	
Merge/Purge Minimum Charge	0 @	\$200.00 min	
Output 4-up 1" Chesire Labels (in additona to Initial Job Setup)	0 @		\$1.10 /m
NCOA			
Up to 250,000 records	0 @		\$1.75 /m
Minimum per job	0 @	\$50.00 min	
Media Load (file conversion)	0 @	\$20.00 ea	
Handling fee	0 @	\$25.00 min	

**Specifications  
for  
Printing and Mailing of “Living Well Magazine”  
RFP No. 12-119**

**1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

- 1.1 The City of Lincoln, Agency on Aging (hereinafter referred to as “Aging Partners”) requests proposals from qualified companies to provide **Printing and Mailing** services for their quarterly publication of “Living Well” magazine.
- 1.2 It is the intent to select a company based on qualifications, recommended approach, and practical application which best accomplish the objectives while incorporating innovating and cost-effective methods.
- 1.3 The winning vendor for this RFP must coordinate with Aging Partners and the winning vendor from RFP 12-118 that will handle the Production side of the magazine (i.e. news gathering, copywriting, photography, graphic design/layout, etc.)
- 1.4 Vendors must submit an electronic response on the City/County Purchasing E-bid System and a written proposal which will be received in the City of Lincoln/Lancaster County Purchasing Office prior to the date and time listed in the RFP.
  - 1.4.1 Proposals received after the specified day and hour will be considered null and void and will not be accepted.
  - 1.4.2 Five (5) copies of each proposal should be submitted to the attention of Suzanne Siemer, Assistant Purchasing Agent for the City of Lincoln/Lancaster County.
  - 1.4.3 Proposals shall be submitted in a sealed envelope clearly indicating the “Living Well Magazine **RFP 12-119**” and your company name.
- 1.5 Proposers must also complete the electronic portion of this proposal on the E-bid system.
  - 1.5.1 In order for this electronic notification to submit, enter a zero (0) for your response in this line item.
  - 1.5.2 The electronic response of this proposal will include information such as addendums and acknowledgment of requirements.
  - 1.5.3 The electronic response will be printed and made a part of the proposal.
- 1.6 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Suzanne Siemer, Assistant Purchasing Agent ([ssiemer@lincoln.ne.gov](mailto:ssiemer@lincoln.ne.gov)) Or Fax: (402) 441-6513.
  - 1.6.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
  - 1.6.2 Purchasing shall only reply to written inquiries received within five (5) calendar days of bid opening.
  - 1.6.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
    - 1.6.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.7 Agency Partners is utilizing funding from the Federal Government for the purchase of this service.
  - 1.7.1 Vendors must read, acknowledge and follow the requirements of the Federal guidelines attached to the RFP.
  - 1.7.2 Failure to agree to the Federal Requirements or return certifications as required will result in the rejection of RFP.
- 1.8 Vendor to designate and identify in the written proposal response the name of the person who will be responsible for Account Management of this quarterly publication.
- 1.9 Upon contract execution by both parties, the contract shall be in effect for a period of two (2) years with the option to renew for one (1) additional two (2) year period.
- 1.10 Aging Partners’ Editor and main point of contact will be Zoe Olson at (402) 441-6156, fax (402) 441-7160, [zolson@lincoln.ne.gov](mailto:zolson@lincoln.ne.gov)
- 1.11 If Vendor has any deviations to the minimum specifications outlined herein, they must attach a written explanation for each in the Response Attachment section of the E-bid.

- 1.12 Proposal pricing (Attachment A - Cost Proposal/Price List) shall provide the total "**Per M**" cost for the quarterly Printing and Mailing of the **40** page magazine which covers ALL associated costs (i.e. pre-press, proofing, plates, press set up and makeready, printing, mail preparation, addressing and mailing) and shall also list "optional pricing" as indicated below.
  - 1.12.1 Pricing shall be based on a "Per M" cost for the specifications stated herein.
  - 1.12.2 Vendors are to complete "Attachment A - Cost Proposal/Price List" and attach as part of the written Proposal response (see Attachment section of the E-bid).
  - 1.12.3 "Optional pricing" shall also be included in "Attachment A - Cost Proposal/Price List" (this will not be a part of the evaluation).
    - 1.12.3.1 Provide a "Per M" cost to print and mail a 44 or 48 page self cover using the same specifications.
    - 1.12.3.2 Provide a price list for items such as, but not limited to, additional color proofs, plates, image-setting time, press set up, bindery costs, etc.
  - 1.12.4 Pricing will be an evaluation factor.
  - 1.12.5 Provide with the Proposal response, samples of publications which your company has printed and mailed that are similar in specifications as required herein.
  - 1.12.6 In order to be considered for an award to provide all services outlined in 12-119 and 12-118, Vendor must submit proposals for each and meet requirements of both RFP's respectively.
  - 1.12.7 Aging Partners shall mail and only be billed for the quantity for each quarterly issue (No Overs/Unders).
  - 1.12.8 Any and all additional charges to the "Per M" cost shall only apply when the client requests changes to be made that were not part of the original artwork or specifications.
- 1.13 If the Vendor causes delays in production which jeopardize the scheduled mailing dates, it will result in Liquidated Damages being charged to the Vendor in the amount of \$100.00 per day until production has been completed.

## **2. GENERAL PRODUCTION INFORMATION**

- 2.1 Quarterly Magazine mail dates:
  - 2.1.1 Winter Issue - January 1
  - 2.1.2 Spring Issue - April 1
  - 2.1.3 Summer Issue - July 1
  - 2.1.4 Fall Issue - July 1
- 2.2 First production for this contract will be the "**Summer**" Issue".
- 2.3 If the above mail dates should fall on a holiday or weekend, then the mailing date will be the first business day prior to the dates stated in 2.1.1 through 2.1.4.
- 2.4 Vendors shall refer to their experience on producing similar type publications and indicate in the Attribute section of the e-bid the standard number of working days typically required to complete this type of project after submission of electronic files.
  - 2.4.1 Include in your Proposal response an outline of how these working days are broken down for each step of the process.
- 2.5 Vendor must maintain strict adherence to meeting production deadlines for the quarterly mailing dates.
  - 2.5.1 Vendor must keep Aging Partners informed of any delays encountered and confirm such delays will not jeopardize the quarterly mailing date.
- 2.6 Approximately 15 calendar days following the mailing of each issue, Aging Partners will have a pre-production meeting with the Production Vendor to begin planning the next issue.
- 2.7 Final artwork is provided to the Printing/Mailing Vendor.
- 2.8 Printing/Mailing Vendor to provide proof to appropriate person for approval PRIOR to printing.
- 2.9 Aging Partners' Editor and staff review and identifies necessary corrections or provides approval.
  - 2.9.1 Circumstances and nature of the changes will determine who will make the necessary corrections (Design or Printing Vendor).
- 2.10 Issue is mailed to subscribers and bulk deliveries are made based on the quarterly mail dates.

### **3. PRINTING SPECIFICATIONS**

- 3.1 40 Page Self Cover - Periodical Magazine
- 3.2 Finish Size - 8.25 x 10.25
- 3.3 Quarterly Magazine:
  - 3.3.1 Winter Issue
  - 3.3.2 Spring Issue
  - 3.3.3 Summer Issue
  - 3.3.4 Fall Issue
- 3.4 Full Bleeds
- 3.5 Quantity - 18,500
- 3.6 Stock - White 60lb #3 matte book
- 3.7 Ink - 4 color process on all pages
- 3.8 Saddle stitch
- 3.9 Artwork will be supplied to the Printer as PDF, JPG or EPS (fonts embedded).
- 3.10 Vendor to provide a complete color proof to Aging Partners for final approval PRIOR to printing.
  - 3.10.1 Cost for the initial color proof shall be included in the "Per M" price.

### **4. MAILING REQUIREMENTS**

- 4.1 Mail classification - Periodical.
- 4.2 Vendor to administer all periodical paperwork for each quarterly issue and annually.
- 4.3 Inkjet address placement shall be as shown in the attachment called "Sample Cover" in the bid attachments of the e-bid.
  - 4.3.1 Prior to mailing the first issue, verify address placement with Aging Partners.
- 4.4 The "Per M" price offered by the Vendor shall include all charges, including but not limited to, labor costs, set up, materials, postal preparation and equipment necessary to provide a complete mailing from start to finish.
- 4.5 Vendor shall pre-sort based on mail classification and ensure that Aging Partners is eligible to take full advantage of all available postal discounts.
- 4.6 Vendor shall be capable of merging all mail list records and suppress any duplicates between the mail lists supplied.
- 4.7 Current mail quantity is approximately 17,440.
- 4.8 One Excel file mailing list will be provided by Aging Partners and changes quarterly for each issue.
  - 4.8.1 New mailing list for current issue is sent to the printer/mailer prior to mailing date and previous mail list(s) shall be destroyed.
  - 4.8.2 Printer/Mailing Vendor shall not alter the mailing list and must send Aging Partners a complete list of bad addresses.
- 4.9 Vendor shall perform pre-sort function and arrange for "periodical" mailing.
- 4.10 Vendor shall coordinate with the Aging Partners to ensure there are adequate funds deposited to cover postage prior to each mailing.
  - 4.10.1 Aging Partners will deposit funds in the postal account prior to the mailing.
- 4.11 Vendor shall Deliver pieces to post office and verify paperwork at bulk mailing unit.
- 4.12 Vendor shall provide all postal reports with appropriate counts as required by the U.S. Postal Service and furnish tray tags necessary for postal containers.
- 4.13 Vendor shall work with the winning vendor of **RFP 12-118** to ascertain the total advertising percentage in each issue of "Living Well Magazine".
- 4.14 Such information will also need to be communicated to the U.S. Postal Service accordingly.

## **5. BULK DELIVERY**

- 5.1 Vendor shall deliver 1,000 copies in cartons with 200 copies per box to the following address:
  - 5.1.1 Aging Partners  
Attn: Zoe Olson  
1005 "O" Street, 3<sup>rd</sup> Floor  
Lincoln, NE 68508-3628
- 5.2 Vendor shall also send 1 copy of each Quarterly Issue to the winning Vendor of **RFP 12-118**
  - 5.2.1 Address to be provided by Zoe Olson, Aging Partners at a later date.
- 5.3 The "**Per M**" price shall include cost for delivering bulk copies to Lincoln, NE

## **6. ADDITIONAL VENDOR REQUIREMENTS**

- 6.1 Vendor to assign an Account Manager that will oversee all facets of production and insure that each scheduled quarterly issue mail date has been met.
  - 6.1.1 Meeting all deadlines is critical and is considered a performance factor under the contract.
  - 6.1.2 Vendor to provide in the Attribute Section of the E-bid the name of the individual that has been assigned to be the Account Manager for the "Living Well" quarterly publication.
  - 6.1.3 The Vendor's Account Manager shall confirm for each quarterly issue that proofs have been provided, necessary corrections are made, appropriate approvals from Aging Partners are obtained (prior to printing) and that the quarterly mailing date has been met.
- 6.2 Vendor shall maintain an electronic storage of files and materials for the printing of the publication for the entire contract period (including the contract renewal) and shall not destroy without prior written approval from Aging Partners.
  - 6.2.1 Aging Partners is the owner of all the electronic files related to "Living Well" magazine issues.
- 6.3 Upon expiration of the contract, Vendor shall return all electronic files to Aging Partners.
- 6.4 Vendor shall be knowledgeable about postal regulations and provide Aging Partners timely notification of changes that impact their publication.
- 6.5 Vendor shall coordinate meetings with the Post Office personnel as necessary to insure everything is to standard.

## **7. SUBMITTAL REQUIREMENTS**

- 7.1 General Statement of Qualifications.
  - 7.1.1 Company name, address, and contact information.
  - 7.1.2 Number of years established and former names of company.
  - 7.1.3 Types of services the company is particularly qualified to perform.
  - 7.1.4 Key personnel, relevant experience, and length of service with the company.
  - 7.1.5 Number of staff usually employed, and currently, employed.
  - 7.1.6 Project approach including design and any suggested refinements to the scope and tasks.
    - 7.1.6.1 Vendor shall include information in their proposal response on ideas or approaches how they intend to manage the quarterly publication process efficiently and suggest improvements on the handling.
  - 7.1.7 List projects of similar or related scope for which the company was the lead or principal company.
    - 7.1.7.1 Submit actual printed magazine samples with the Proposal response.
    - 7.1.7.2 Project descriptions should include list of references including names, titles, and contact information.
  - 7.1.8 Acknowledgment of willingness and capacity to meet the required scope of services and time line.

- 7.1.9 **The proposed total price of the project will be an award consideration.**
- 7.1.10 **The Cost Proposal/Price List shall be completed by the Vendor and made part of the written proposal and submitted at time of RFP closing (see "Attachment A - Cost Proposal/Price List" in the Attachment section of the E-bid).**

## **8. SELECTION PROCESS**

- 8.1 The selection and award process will include the following basic steps (Please note that these dates are approximate and subject to change).
  - 8.1.1 Issue Request for Proposal (RFP) November 21, , 2012
  - 8.1.2 Receive Proposals December 12, 2012
  - 8.1.3 Review Proposals & Develop Interview List January 11 through January 15, 2013
  - 8.1.4 Interviews January 22, 2013
  - 8.1.5 Select Consultant & Negotiate Contract January 28, 2013
  - 8.1.6 Notice to Proceed February 7, 2013
- 8.2 The criteria for determining the level of responsiveness of each proposal include, but are not limited to:
  - 8.2.1 The ability, capacity and skill of the Vendor to deliver and produce the necessary elements to meet the requirements of the RFP. (15 Points)
  - 8.2.2 The ability, capacity and skill of the Vendor to understand the project and develop a cohesive project team. (5 Points)
  - 8.2.3 The experience, professional integrity, efficiency, character, and judgment of the Vendor. (10 Points)
  - 8.2.4 Vendor's prior experience in producing high-quality projects of similar scope and scale. (20 Points)
  - 8.2.5 The quality of Vendor's performance (management and technical) on projects, including the ability to establish and meet project schedules. (20 Points)
  - 8.2.6 The ability of the Vendor to present a clear, concise proposal. (10 Points)
  - 8.2.7 The Vendor's response to how they will manage the quarterly publication process efficiently and suggest improvements on the handling. (5)
  - 8.2.8 Submission of proposals for both RFP 12-118 and RFP 12-119 respectively and ability to meet the requirements and offer a cost-effective discount for handling all aspects of the project. (15 Points)
  - 8.2.9 Cost Proposal/Price List (25 Points)
- 8.3 If necessary, the selection committee shall interview at least two, but not more than four, of the vendors for additional consideration.
  - 8.3.1 Following initial interviews, the top ranked company for RFP 12-118 and 12-119 will both be brought in for interviews to determine that both Vendors' scheduling can successfully work together to produce the "Living Well" magazine.
  - 8.3.2 Key staff members proposed to be involved with this project are requested to be in attendance at the interview.
  - 8.3.3 Firms submitting proposals are asked to make time available for interviewing.
- 8.4 A negotiating committee shall meet with the firm ranked as "first" to develop the final scope of services and negotiate terms, conditions, and final compensation.
  - 8.4.1 If an agreement with the firm ranked as "first" cannot be reached, the negotiations with that firm shall be terminated.
  - 8.4.2 The negotiation procedure shall be repeated with each firm in the order of ranking, as long as factors for ranking have not changed, until an agreement is reached or until negotiations with all firms fail.
- 8.5 The City will select a vendor whose qualifications and price is in the best interest of the City.

## **9. GENERAL TERMS AND CONDITIONS**

- 9.1 All companies submitting a proposal will be informed in writing of the City's decision within 10 working days following the final Vendor selection.

# Attachment A - Cost Proposal/Price List Printing and Mailing of "Living Well" Magazine RFP 12-119

Provide your total cost based on a "Per M" price for the Printing and Mailing of the 40 Page Living Well Magazine

\$ \_\_\_\_\_ "Per M"

### **Optional Pricing**

Increase to 44 page self cover:      Total for "Per M"      \$ \_\_\_\_\_

Increase to 48 page self cover:      Total for "Per M"      \$ \_\_\_\_\_

Provide a price list showing the cost for items such as, but not limited to the following:

Color Proofs (per each)      \$ \_\_\_\_\_

Plates (per each)      \$ \_\_\_\_\_

Image-setting (per hour)      \$ \_\_\_\_\_

Press set up      \$ \_\_\_\_\_

Bindery costs      \$ \_\_\_\_\_

*Note:* Vendors may submit their own typed document and add additional items under "Optional Pricing", but the pricing proposal must be named "Attachment A – Cost Proposal/Price List", be in this format and include the above information at a minimum. Additional items can be added to the above list, but shall be listed using an industry standard type description and indicate how the pricing is figured (i.e. per each, hour, etc.).

**ADDENDUM #1**  
**Issue Date: 11/26/12**  
**SPECIFICATION NO. 12-119**  
**FOR**  
**Printing and Mailing of “Living Well” Magazine**

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

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. The following language in the “Specifications” attachment should read as follows:
2. **GENERAL PRODUCTION INFORMATION**
  - 2.1 Quarterly Magazine mail dates:
    - 2.1.1 Winter Issue - January 1
    - 2.1.2 Spring Issue - April 1
    - 2.1.3 Summer Issue - July 1
    - 2.1.4 Fall Issue - **October 1**
  - 2.2 First production for this contract will be the “**Summer**” **2013** Issue”.

All other terms and conditions shall remain unchanged.  
Dated this 26 th Day of November, 2012.

**ADDENDUM #2**  
**Issue Date: 12/06/12**  
**SPECIFICATION NO. 12-119**  
**FOR**  
**Printing and Mailing of “Living Well” Magazine**

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

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Do you have previous bid tabulations available from the last time this contract was awarded?

Answer: No, this is the first time this publication has been formally bid through Purchasing. Therefore, there is no previous bid tabulation.

All other terms and conditions shall remain unchanged.  
Dated this 6th Day of December, 2012.

WINTER 2012  
Volume 8 Issue 1

# LivingWell



## Preserving History

page 4

## Live & Learn Thanks Briggs, Welcomes New Hosts

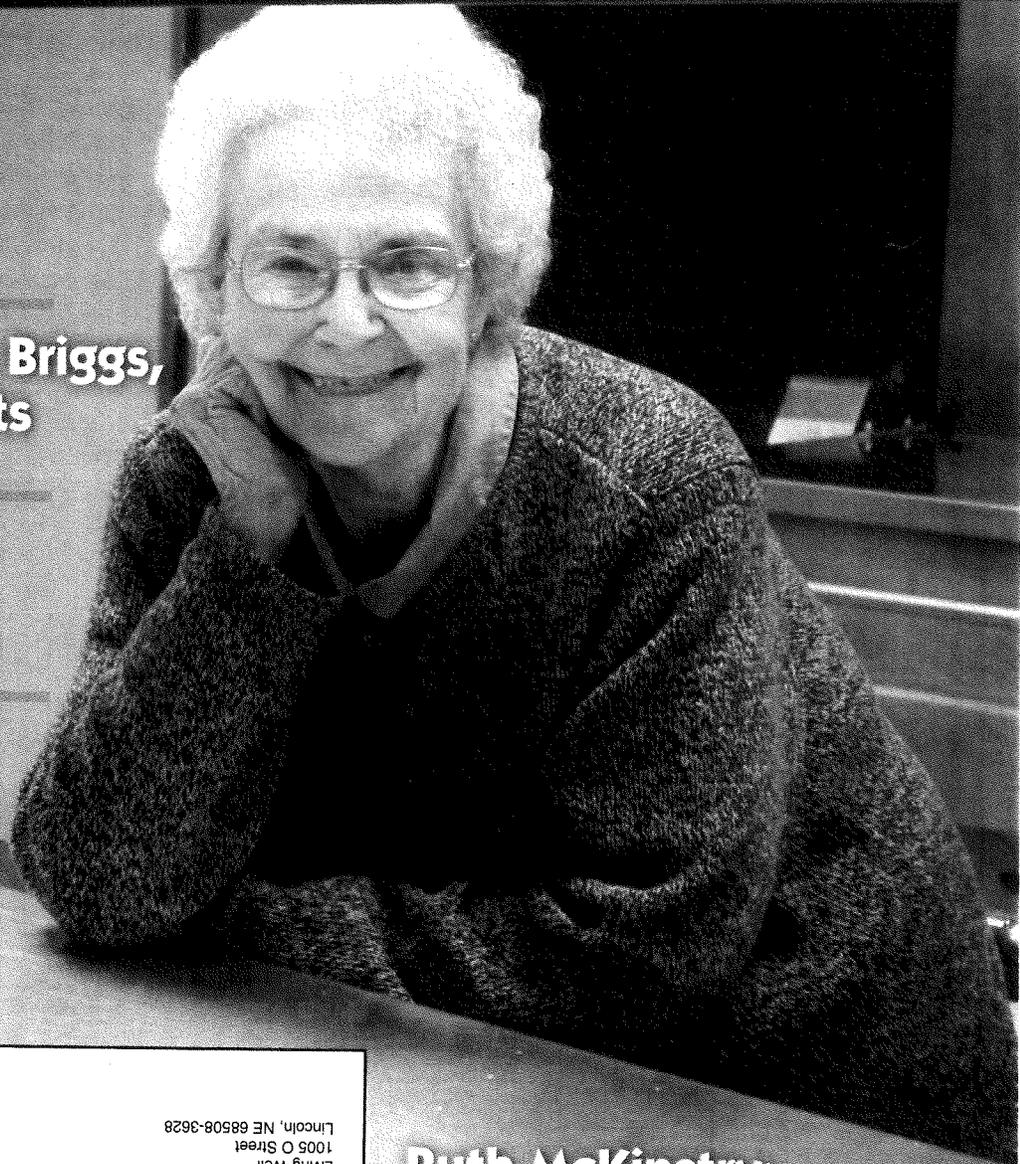
page 6

## Exercise Your Right for a Long Life

page 28

## Waverly Cherishes Long Tradition of Service

page 38



Lincoln, NE 68508-3628

Living Well

1005 O Street

A Flourishing Area Agency on Aging



## Ruth McKinstry: A Life Spent Giving Back

page 16

**CITY OF LINCOLN  
ACCESS TO RECORDS**

**Access to Records.** The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the grantee or a subgrantee in accordance with Federal Requirements, the Contractor agrees to provide the Purchaser, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to Federal Requirements to provide the appropriate Federal agency access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the Recipient or a subgrantee of the Recipient in accordance with Federal Requirements, Contractor agrees to provide the Purchaser and the appropriate Federal agency access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the Recipient or a subgrantee of the Recipient in accordance with Federal Requirements, Contractor agrees to provide the Purchaser, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the Recipient or a subgrantee of the Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

**CITY OF LINCOLN**  
**45 CFR PART 92**  
**SECTION 92.36(i)(1)**  
**BREACHES AND DISPUTE RESOLUTION**

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## APPENDIX A, 45 CFR PART 74--CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**CITY OF LINCOLN**  
**31 U.S.C. 1352**  
**45 CFR PART 74**  
**APPENDIX A**

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] -**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A. Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

**CITY OF LINCOLN  
45 CFR PART 92  
SECTION 92.36(i)(12)  
CLEAN AIR ACT  
CLEAN WATER ACT**

**Clean Air**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

**Clean Water**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

**CITY OF LINCOLN**  
**45 CFR PART 92**  
**SECTION 92.36(i)(6)**  
**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

**Contract Work Hours and Safety Standards**

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**CITY OF LINCOLN  
45 CFR PART 92  
SECTION 92.36(i)(9)  
COPYRIGHTS AND RIGHTS IN DATA**

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

**A. Rights in Data** - These following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance.

(c) When Federal assistance is awarded for experimental, developmental, or research work, the general intention is to increase knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit the Federal agency involved to make available to the public, either the Federal agency's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small

Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

## CITY OF LINCOLN

### **Debarment and Suspension**

Awards that exceed the small purchase threshold fixed at 41 U.S.C. 403(11), are considered covered transactions for purposes of 45 CFR. As such, no contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Order No. 12549 and 12689, Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Order No. 12549.

Contractors with awards that exceed the small purchase threshold fixed at 41 U.S.C. 403(11), must provide the required certification regarding its exclusion status and that of its principal employees.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The signed and submitted bid or proposal contains material representations of fact relied upon by **City of Lincoln**. If it is later determined that the bidder or proposer knowingly rendered an erroneous representation of its debarment or suspension status, in addition to remedies available to **City of Lincoln**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 45 CFR. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**CITY OF LINCOLN  
45 CFR PART 92  
SECTION 92.36(i)(13)  
ENERGY POLICY AND CONSERVATION ACT**

Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the Nebraska state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94- 163, 89 Stat. 871.) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

**CITY OF LINCOLN**  
**45 CFR PART 92**  
**SECTION 92.36(i)(3)**  
**Executive Order 11246**  
**EQUAL EMPLOYMENT OPPORTUNITY**

**Civil Rights, Equal Employment Opportunity** The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

**CITY OF LINCOLN  
45 CFR PART 92  
SECTION 92.36(i)(8)  
PATENT RIGHTS**

**Patent Rights** - These following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the necessary parties are notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

## **Bid Protests; Definitions; Appeals Board; Fees.**

### Definitions.

- (1) **Interested party** shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the City to another party, or by the failure of the City to award a contract to such actual or prospective bidder.
- (2) **Protest** shall mean a written objection by an interested party on any phase of the bidding process, including specification preparation, bid solicitation, and intent to award, for the acquisition of supplies or services.
- (3) **Protester** shall mean an interested party who has filed a protest pursuant to subsection (b).
- (4) **Procurement Appeals Board** shall mean an independent panel of five disinterested individuals appointed by the Mayor, which individuals shall have a thorough knowledge of the purchasing process and practices, and laws applicable thereto. Members of such board shall be appointed for three-year, staggered terms; provided, however, two of the members first appointed shall serve for a period of one year, two shall serve for a period of two years, and one for a period of three years, with each appointee thereafter, except for appointees filling a vacancy, serving for a period of three years.
  - (b) **Right to Protest.** An interested party may protest to the City Purchasing Agent, which protest shall be submitted in writing on company letterhead. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening. In all other cases, the protest must be filed within five working days following the bid opening or if the protest is based on the selection of the lowest responsible bidder, not later than five working days following the selection of the lowest responsible bidder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest." The written protest shall include as a minimum the following:
    - (1) The name and address of the interested party;
    - (2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
    - (3) A statement of reasons for the protest;
    - (4) Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated. Upon timely receipt of a protest, the City shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract until the Mayor has made a decision on the protest.
  - (c) **Authority to Resolve Protests.** Prior to the commencement of an appeal to the Procurement Appeals Board concerning any protest, the Purchasing Agent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Purchasing Agent shall issue a decision in writing within five working days. The decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review as provided by the Procurement Appeals Board. A copy of the decision shall be mailed or otherwise furnished immediately

to the protester and all other bidders. If not satisfied with the decision of the Purchasing Agent, any protester may appeal to the Procurement Appeals Board, but the decision shall be final unless the protester files a timely appeal with the Procurement Appeals Board.

- (d) Appeals Board Procedures. Any protester, within five working days of receipt of a decision of the Purchasing Agent, may file with the Finance Director a written notice of appeal for a hearing before the Procurement Appeals Board. The Notice of Appeal shall be accompanied by a deposit of \$500.00 to defray the cost of processing such appeal, which deposit shall be returned if the Mayor decides in favor of the protester filing the appeal. The Notice of Appeal must clearly state the action protested and the basis of appeal.

Upon receipt of an appeal from an protester, the Finance Director shall convene the Board within ten working days or as soon thereafter as reasonably possible to conduct an administrative review of the appeal. The Board shall decide whether the solicitation being appealed was in accordance with all applicable laws and regulations and the terms and conditions of all applicable specifications, and whether waiver of specifications, conditions or defects in a bid, if any, were justified and in the best interest of the City.

Within ten working days of hearing such appeal, the Board shall submit its findings and recommendations to the Mayor. If all five members are present, an affirmative vote of three shall be required to pass the recommendation on to the Mayor. If only three members are present, only an affirmative vote of two shall be required to pass the recommendation on to the Mayor. Should it become impossible to obtain a quorum of three members, the appeal shall proceed directly to the Mayor without Procurement Appeals Board action.

No determination by the Board concerning an issue of law or fact shall be final or binding on the City.

- (e) Finality of Decision. The Mayor shall consider the recommendations of the Purchasing Agent, the Procurement Appeals Board, and the Department Head or agency for which the solicitation was made and shall make the final decision on the protest. The Mayor's decision shall be final and binding upon the City. (Ord. 18495 §1; January 31, 2005; prior Ord. 16442 §1; August 9, 1993).

**CITY OF LINCOLN  
45 CFR PART 92  
SECTION 92.36(i)(7)  
REPORTING REQUIREMENT AND REGULATIONS**

Contractor agrees to provide the City, upon request, full and complete reports and/or other information as to the Contractor's operations and conduct under the Contract.

**CITY OF LINCOLN  
45 CFR PART 92  
SECTION 92.36(i)(11)  
RETENTION OF RECORDS**

Contractor agrees to retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

**CITY OF LINCOLN  
45 CFR PART 74  
APPENDIX A  
37 CFR PART 401**

**Rights to Inventions Made Under a Contract or Agreement**

Contractor agrees to comply with 37 CFR Part 401, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts or Cooperative Agreements, and any implementing regulations issued by City of Lincoln. This contract provides for the rights of the Federal Government and City of Lincoln with regard to the performance of experimental, developmental, or research work in any resulting invention as specified under 37 CFR Part 401.

**CITY OF LINCOLN  
45 CFR PART 92  
SECTION 92.36(i)(2)  
TERMINATION PROVISIONS**

**Termination.** This Contract may be terminated by the following:

**Termination for Convenience.** Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.

**Termination for Cause.** The City may terminate the Contractor for cause if the Contractor:

- 1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide the services outlined in the Contract
- 2) Disregards Federal, State or local laws, ordinances, regulations, resolution or orders
- 3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

**INSTRUCTIONS TO PROPOSERS**  
**CITY OF LINCOLN, NEBRASKA**  
**PURCHASING DIVISION**

**1. PROPOSAL PROCEDURE**

- 1.1 All responses to electronic RFP's will be completed as outlined in this document and the specifications using a two step process.
  - A) Proposers shall respond electronically to all attributes and addendums as required.
  - B) All written responses and information shall be mailed or delivered to the office of the Purchasing Division as outlined in the specifications.
- 1.2 Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in the specifications. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the proposer's letterhead and firmly attached to the response/offer document.
- 1.3 Proposed prices shall be submitted on company letterhead with the proposal if the specifications indicate that price will be evaluated as part of the award criteria.
- 1.4 Failure to complete the electronic and written portions of the RFP may cause the proposal to be rejected.
- 1.5 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.6 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Proposals received after the time and date established for receiving offers will be rejected.

**2. EQUAL OPPORTUNITY**

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

**3. DATA PRIVACY**

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.
- 3.3 Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.
  1. If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

**4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.
- 4.2 Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements

**5. INDEPENDENT PRICE DETERMINATION**

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

**6. SPECIFICATION CLARIFICATION**

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by electronic addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner than written form, will not be binding on the City; proposers shall not rely upon oral interpretations.

## **7. ADDENDA**

- 7.1 Addenda are instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Changes made to the specification documents will be made by electronic addenda to all bidders via e-mail notice.
- 7.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.4 Proposers shall verify addendum receipt electronically prior to bid closing or RFP may be rejected.

## **8. ANTI-LOBBYING PROVISION**

- 8.1 During the period between the advertised date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

## **9. SITE VISITATION**

- 9.1 Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance.
- 9.2 The proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

## **10. EVALUATION AND AWARD**

- 10.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 10.3 **Fee envelopes MAY be opened** and evaluated as part of the criteria for ranking interested proposers.
- 10.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 10.5 A committee will be assigned the task of reviewing the proposals received.
  1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
  2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 10.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the City, and deemed to best serve City requirements.
- 10.7 The City reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the City.

## **11. TERMINATION/ASSIGNMENT**

- 11.1 The City may terminate the Contract if the Contractor:
  1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide/ complete the work as requested.
  2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
  3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 11.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a thirty (30) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
  1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the City shall pay Contractor in accordance with this section.
  2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- 11.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the City may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 11.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the City.

## **12. INDEMNIFICATION**

- 12.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract, including the loss of use resulting therefrom; is caused in whole or in part by any one of them or anyone for whose acts made by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

12.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

### **13. TERMS OF PAYMENT**

13.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

### **14. LAWS**

14.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

### **15. LIVING WAGE**

15.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

### **16. AFFIRMATIVE ACTION**

16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

### **17. TAXES AND TAX EXEMPT CERTIFICATE**

17.1 The City is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

17.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

### **18. CITY AUDIT ADVISORY BOARD**

18.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/purchase order, as allowed by law.

### **19. E-VERIFY**

19.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to [www.uscis.gov/everify](http://www.uscis.gov/everify).

**Advertise 1 time  
Wednesday, November 21, 2012**

**City of Lincoln/Lancaster County  
Purchasing Division  
NOTICE TO BIDDERS**

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: **12:00 p.m., Wednesday, December 12, 2012** for the following project:

**Printing and Mailing of “Living Well” Magazine  
RFP No. 12-119**

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To Register go to: [lincoln.ne.gov](http://lincoln.ne.gov) (type: e-bid - in search box, then click “Supplier Registration”)

Once registered, vendors will receive e-mail bid notification, first acknowledging registration, then approval of registration. Upon e-mail notification of registration approval, you may go to the E-Bid site to respond to this bid. Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-7414 or 441-7417 or [ssiemer@lincoln.ne.gov](mailto:ssiemer@lincoln.ne.gov)



# Nebraska Resale or Exempt Sale Certificate

FORM  
13

for Sales Tax Exemption

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER				NAME AND MAILING ADDRESS OF SELLER		
Name The City of Lincoln				Name Moore Wallace North America, Inc.		
Street or Other Mailing Address 555 South 10th Street				Street or Other Mailing Address 2435 S. 130th Circle		
City Lincoln	State NE	Zip Code 68508		City Omaha	State NE	Zip Code 68144

**Check Type of Certificate**

Single Purchase  Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One  Purchase for Resale (Complete Section A)  Exempt Purchase (Complete Section B)  Contractor (Complete Section C)

## SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a:  Wholesaler  Retailer  Manufacturer  Lessor of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

## SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold Date of Seller's Original Purchase Was Tax Paid when Purchased by Seller? Was Item Depreciable?  
 YES  NO  YES  NO

## SECTION C—For Contractors Only

### 1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of \_\_\_\_\_ (exempt entity):

Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign here

Authorized Signature

Purchasing Agent

Title

Date

2-7-13

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.

## INSTRUCTIONS

**WHO MAY ISSUE A RESALE CERTIFICATE.** Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

**WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE.** Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from **sales** tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: [www.revenue.ne.gov/legal/regs/slstaxregs](http://www.revenue.ne.gov/legal/regs/slstaxregs).

**Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.**

**CONTRACTORS.** Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site [www.revenue.ne.gov](http://www.revenue.ne.gov) for additional information.

**WHERE TO FILE.** Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

**SALES TAX NUMBER.** A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

**PROPERLY COMPLETED CERTIFICATE.** A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

**PENALTIES.** Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

### CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).