

SPECIFICATIONS

Printed Office Stationary For Sarpy County Offices

SARPY COUNTY, NEBRASKA

PROPOSALS DUE: 2:00 p.m., February 23, 2012

General Information

Notice to Vendors

Sarpy County is seeking proposals for Printed Office Stationary for the Sarpy County Offices. The successful Vendor will enter into a contract for various envelopes and letterhead (see attached Exhibit "A") for a period of one (1) year commencing on April 1, 2012 through March 31, 2013, with two (2) one (1) year option periods. Sarpy County reserves the right to award the contract to more than one Vendor.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 2:00 p.m., February 28, 2012. Bids shall be in a sealed envelope, clearly marked "Sealed Bid - Printed Office Stationary" and shall have the name of the Vendor, and the time and date of the bid opening. **Do not fax bids, only sealed bids will be accepted.**

Submit one (1) original and two (2) copies of the entire proposal including attachments.

Requests for information and clarification questions must be received by February 16, 2012 at 12:00 P.M. in order for Sarpy County to have time to issue an addendum.

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

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

Bids must be sent to:

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

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

Bid opening will be a public opening to be held in the Sarpy County Administrative Conference Room A at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 2:00 p.m., February 28, 2012.

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

Sarpy County will not be liable for costs incurred by Vendors for proposal preparation, printing,

demonstration, or any other costs associated with or incurred in reliance on proposal creation. All such costs shall be the responsibility of the Vendor.

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

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

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

Procedures for Evaluation and Awarding of Bid:

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

Terms and Conditions:

1. Information, Discussion, and Disclosures:

- a. Any information provided by Sarpy County to any Vendor prior to the release of this Request for Proposal ("RFP"), verbally or in writing, is considered preliminary and is not binding on Sarpy County.
- b. The Vendor must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of Sarpy County from the date of issuance of this RFP until the contract award has been announced, unless allowed by the Sarpy County Purchasing Department in writing for the purpose of clarification or evaluation.
- c. No interpretation of the meaning of the specifications, or other bidding documents, nor correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.
- d. Every request for such interpretation or correction should be in writing, addressed to the Sarpy County Purchaser, Lois Spethman, 1210 Golden Gate Drive, Papillion, NE 68046 or loiss@sarpy.com. **Requests must be received by February 16, 2012 at 12:00 P.M. in order for Sarpy County to have time to issue an addendum. Requests received after the deadline may not be considered.** In case Sarpy County finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Vendors at the respective addresses furnished for such purpose.

2. Addenda:

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

3. Confidentiality of Documents:

Sarpy County considers all information, documentation and other materials requested to be submitted in response to this proposal to be of a non-confidential and/or non-

proprietary nature and therefore shall be subject to public disclosure under Neb. Rev. Stat. §84-712.05(3).

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

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

4. Non-Discrimination Clause:

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

5. Conflict of Interest Clause:

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

6. Payment Terms:

The successful Vendor shall submit an itemized invoice for each order with description of print order, department and PO number for payment. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice and satisfactory delivery.

7. Supplemental Terms and Conditions/Modifications:

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

8. Term:

The Contract will be for a one (1) year period commencing on April 1, 2012 through March 31, 2013, with two (2) one (1) year option periods. The cost for the option years will be provided in writing to the County sixty (60) days prior to the expiration date of the current contract year.

9. Renewal:

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

10. Termination:

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

11. Residency Verification:

The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Vendor indicates on such attestation form that he or she is a qualified

alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

12. Breach:

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

13. Insurance Requirements:

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

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

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

Worker's Compensation and Employers Liability Insurance

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

Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for

damages resulting from bodily injury, including death, personal injury and property damage.

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

Automobile Liability Insurance

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

Certificate of Insurance

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

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

Insurance Company

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

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

required to notify the County thirty (30) days of any deviations from the minimum requirements presented in this section.

14. Assignment:

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

15. Subcontracting:

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

16. Independent Contractor:

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

17. Indemnity:

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

Specifications:

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

Any reference to brand names and/or number in the Request For Proposal is intended to be descriptive, but not restrictive, unless otherwise specified. Other brands, of approved equal quality, may be considered for award. In the event of substitution, your proposal must clearly describe the article and the proposal must state the brand name and product number of the

substitution offered. The determination of the Sarpy County Purchasing Department, in consultation with the ordering office, shall be final and conclusive in determining the equality of alternates.

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

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

The Purchasing Department will fax or email print orders with a Purchase Order number to successful bidder.

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

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

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

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

Letterhead Stationary:

Letterhead will be ordered by Sarpy County Purchasing for all County offices. Letterhead will be printed on laser print paper, 24lb., GE 98 (equivalent to Hammermill 104604), using black ink. Printing on letterhead will consist of, but not limited to: Office/department name, person's name(s), title(s), address, telephone number(s), fax number, email address(s) and County seal.

Business Envelopes:

Business envelopes will be ordered by Sarpy County Purchasing for all County offices. Various envelope sizes are #6-3/4", #9, #10 regular, #10 window (left & right), #11 and #12, using black ink. Return address shall be printed in the upper left-hand corner of the envelope. Printing of "RETURN SERVICE REQUESTED" is required below the return address on all printed envelopes.

The opening for insertion and flap for sealing shall be a sealant that is dry and will seal envelope when moistened. Printing on envelopes will consist of, but not limited to: Office/department name, elected official's name, address, County seal and any other required printing.

Self-Seal Catalog Envelopes:

Self-seal envelopes: 9" X 12", 28# white wove(equivalent to QUA43517) and 9" X 12", 28# self-seal kraft (equivalent to WEVCO0733), using black ink. Return address shall be printed in the upper left-hand corner of the envelope. Printing of "RETURN SERVICE REQUESTED" is required below the return address on all printed envelopes. The opening for insertion and flap for sealing shall be a sealant that is dry and will seal envelope when moistened. Printing on envelopes will consist of, but not limited to: Office/department name, elected official's name, address, County seal and any other required printing.

1. Company Information:

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

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

2. References:

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

3. Literature:

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

4. Deviations:

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

5. Exceptions:

These specifications are minimum acceptable specifications. You may bid other than

what is specified if it is of higher specification than what is requested. Vendor must list any exceptions to the bid specifications on the bid form.

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

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

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

Product	Estimated Quantities	Unit Amount	Unit Price	Extended Price
Letterhead	4	500		
Letterhead	1	1,000		
Letterhead	1	1,500		
Letterhead	1	2,000		
Letterhead	1	2,500		
Letterhead	1	5,000		
#10 Legal Regular Envelopes	4	500		
#10 Legal Regular Envelopes	4	1,000		
#10 Legal Regular Envelopes	2	1,500		
#10 Legal Regular Envelopes	2	2,000		
#10 Legal Regular Envelopes	20	2,500		
#10 Legal Regular Envelopes	1	3,000		
#10 Legal Regular Envelopes	1	3,500		
#10 Legal Regular Envelopes	2	5,000		
#10 Legal Regular Envelopes	1	7,500		
#10 Legal Regular Envelopes	1	10,000		
#10 Legal Regular Envelopes	1	25,000		
#10 Legal Window Envelopes (left)	1	500		
#10 Legal Window Envelopes (left)	1	1,000		
#10 Legal Window Envelopes (left)	4	2,500		
#10 Legal Window Envelopes (left)	1	3,000		
#10 Legal Window Envelopes (left)	4	5,000		
#10 Legal Window Envelopes (left)	1	10,000		
#10 Legal Window Envelopes (left)	1	30,000		

#10 Legal Window Envelopes (right)	1	500		
#10 Legal Window Envelopes (right)	1	2,500		
#11 Legal Regular Envelopes	1	1,000		
#12 Legal Regular Envelopes	1	1,000		
#12 Legal Regular Envelopes	1	27,500		
9" X 12" Self-Seal Catalog Envelopes, White Wove, 28# (Equivalent to QUA43517)	1	500		
9" X 12" Self-Seal Catalog Envelopes, White Wove, 28# (Equivalent to QUA43517)	1	1,000		
9" X 12" Self-Seal Kraft Catalog Envelopes, 28# (Equivalent to WEVCO0733)	1	500		
9" X 12" Self-Seal Kraft Catalog Envelopes, 28# (Equivalent to WEVCO0733)	1	1,000		

Initial setup cost - letterhead	
Initial setup cost - envelope	

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

Describe ordering and delivery procedures: _____

Company Information:

Years in business: _____

of employees _____

Total sales last 3 years _____

References:

Company Name: _____

Address: _____

Contact Name: _____ Phone Number: _____

Fax Number: _____ Date of Purchase: _____

Company Name: _____

Address: _____

Contact Name: _____ Phone Number: _____

Fax Number: _____ Date of Purchase: _____

Company Name: _____

Address: _____

Contact Name: _____ Phone Number: _____

Fax Number: _____ Date of Purchase: _____

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

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

Addendum #1 _____

Addendum #2 _____

Company Name

Company Representative (Please print)

Authorized Signature

Telephone Number

Mailing Address

Fax Number

City, State & Zip

E-Mail Address

Cell Phone Number

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

Exhibit "A"
AGREEMENT

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

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

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

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

I. DUTIES OF VENDOR:

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

Sarpy County Purchasing
Attn: Lois Spethman
1210 Golden Gate Drive
Papillion, NE 68046
- E. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County

shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY:

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

III. BREACH:

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

VI. SAVINGS CLAUSE:

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

V. SCOPE OF AGREEMENT

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

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

Vendor: _____

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this ___ day of _____, 2012.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Debra Houghtaling
Sarpy County Clerk

Chairman
Sarpy County Board Of Commissioners

Approved as to form and content:

Deputy County Attorney

Vendor: _____

By: _____

Title: _____

Attest:

Witness
