

CONTRACT DOCUMENTS

**CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
CITY OF LINCOLN - LANCASTER COUNTY
PUBLIC BUILDING COMMISSION**

**Annual Supply
Envelope Supply and Printing
Bid No. 22-019**

**Cornhusker State Industries
800 Pioneers Blvd
Lincoln, NE 68502
800-348-7537**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Cornhusker State Industries, 800 Pioneers Blvd, Lincoln, NE 68502**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have 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:

Envelope Supply and Printing, Bid No. 22-019

and,

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

WHEREAS, the Owners, 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 Responses, 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 Owners 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 Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

2. The Owners agree 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 Owners:

The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as-needed basis for the duration of the contract. The cost of products or services for City Departments shall not exceed \$39,000.00 during the contract term without approval by the City of Lincoln. The cost of products or services for County Agencies shall not exceed \$5,000.00 during the contract term without approval by the Board of Commissioners. The cost of products or services for the Public Building Commission shall not exceed \$2,000.00 during the contract term without approval by the Board of the Public Building Commission.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment 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 Owners 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 Owners 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 Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' 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. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission. Notwithstanding the foregoing, the duties and obligations of the City, the County, and the Building Commission pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the City, the County, or the Building Commission shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.

8. **Audit Provision:** The Service Provider shall be subject to an audit and shall, upon request, make available to the Public Building Commission or a contract auditor hired by the Public Service Commission, copies of all financial and performance related records and materials related to this Agreement, as allowed by law.
9. **Period of Performance.** This Contract shall be effective upon execution by all parties. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year term. The Owners reserve the right to extend the contract beyond the renewal term upon written approval by all parties.
10. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Response (Includes Addendum No. 1)
 3. Special Provisions
 4. Specifications
 5. Layout of the #10 Window Envelope
 6. Instructions to Bidders
 6. Sales Tax Exemption Form 13
(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.)

The herein above-mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

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

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

**CONTRACT
Annual Supply
Envelope Supply and Printing
Bid No. 22-019
City of Lincoln, Nebraska, Lancaster County,
City of Lincoln - Lancaster County Public Building Commission
Cornhusker State Industries**

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 Signature Page

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Cornhusker State Industries**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Finance Director

Approved by Directorial Order No. _____

dated _____

Lancaster County Signature Page

CONTRACT
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City of Lincoln, Nebraska, Lancaster County,
City of Lincoln - Lancaster County Public Building Commission
Cornhusker State Industries

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

**Lincoln-Lancaster County Public Building Commission
Signature Page**

**CONTRACT
Annual Supply
Envelope Supply and Printing
Bid No. 22-019
City of Lincoln, Nebraska, Lancaster County,
City of Lincoln - Lancaster County Public Building Commission
Cornhusker State Industries**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____



22-019 Addendum 1

CORNHUSKER STATE INDUSTRIES

DEPARTMENT OF CORRECTIONS

Supplier Response

Event Information

Number: 22-019 Addendum 1
Title: Annual Supply - Envelope Supply and Printing
Type: Notice to Bidders
Issue Date: 1/14/2022
Deadline: 1/28/2022 12:00 PM (CT)

Contact Information

Contact: Sharon Mulder, Asst. Purchasing Agent
Address: Purchasing\City & County
440 S. 8th St.
Lincoln, NE 68508
Phone: 1 (402) 441-7428
Fax: 1 (402) 441-6513
Email: smulder@lincoln.ne.gov

CORNHUSKER STATE INDUSTRIES Information

Contact: Jessica Ball
Address: 800 PIONEERS BLVD
LINCOLN, NE 68502
Phone: (800) 348-7537
Fax: (402) 471-1236
Email: Jessica.ball@nebraska.gov
Web Address: www.corrections.nebraska.gov/csi

By submitting your response, you certify that you are authorized to represent and bind your company.

Jessie Ball

Signature

Submitted at 1/25/2022 10:10:40 AM

jessica.ball@nebraska.gov

Email

Response Attachments

Lincoln Lancaster County.docx

Current Contract Holder

Bid Attributes

1 Agreement to Addendum No. 1

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Vendor must acknowledge receipt of this addendum in the space provided at time of bid submission.

Be advised of the following clarifications and changes to the Specification and bidding documents:

1. Attached specifications to the Bid Attachment Section.

All other terms, conditions, and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Sharon Mulder
Interim Purchasing Agent

Yes (Yes)

2 Instructions to Bidders

I acknowledge reading and understanding the Instructions to Bidders.

Yes (Yes)

3 Specifications

I acknowledge reading and understanding the specifications.

Yes (Yes)

4	<p>Sample Contract</p> <p>I acknowledge reading and understanding the sample contract.</p> <p><input checked="" type="checkbox"/> Yes (Yes)</p>
5	<p>Special Provision Term Contract Provisions</p> <p>I acknowledge reading and understanding the Special Provision Term Contract Provisions.</p> <p><input checked="" type="checkbox"/> Yes (Yes)</p>
6	<p>Term Clause of Contract with Escalation/De-Escalation - 1 year</p> <p>I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year terms from the date of the executed contract.</p> <p>(a) Are your bid prices firm for the first one (1) year contract period. YES or NO _____</p> <p>(b) Are your bid prices subject to escalation/de-escalation. YES or NO _____</p> <p>(c) If (b), state period for which prices will remain firm: through _____</p> <p>a) yes b) yes c) firm for one year, prices will only change if materials costs change</p>
7	<p>Contact</p> <p>Name of person submitting this bid:</p> <p>Jessie Ball</p>
8	<p>Bid Submittal</p> <p>I have completed the requirements of Section 5 in the specifications and included them as an attachment in the Vendors Response Attachment section of the e-bid.</p> <p><input checked="" type="checkbox"/> Yes (Yes)</p>
9	<p>Purchase Order, Contract and Delivery Contact</p> <p>The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the contract/PO to be awarded.</p> <p>Charlie Hamersky, dcs.csiprintshop@nebraska.gov, 402-479-6200</p>
10	<p>Quantities</p> <p>I acknowledge that the quantities listed for each line item are an estimated amount. The City/County does not guarantee any dollar amount or order quantities for the term of the contract.</p> <p><input checked="" type="checkbox"/> Yes (Y)</p>
11	<p>Quarterly Reports</p> <p>Our company shall provide detailed reports on a quarterly basis, or more often if requested, showing the activities of all agencies using the services described in the contract.</p> <p><input checked="" type="checkbox"/> Yes (Yes)</p>
12	<p>Paper Stock</p> <p>Please provide the paper stock of the 24lb. white envelopes you are bidding.</p> <p>Printmaster</p>
13	<p>Desktop Delivery</p> <p>Our company will provide desktop pickup and delivery as needed to locations throughout the City of Lincoln, NE.</p> <p><input checked="" type="checkbox"/> Yes (Yes)</p>

1 4	<p>Contractor References</p> <p>If you have not held a contract with the Owners for the last 3 years for similar projects you must provide (3)three references for contracts similar in nature to the work required in this project.</p> <p>Each reference must include the following:</p> <p>Owner:</p> <p>Street Address:</p> <p>City:</p> <p>State:</p> <p>Zip:</p> <p>Name Owners Representative:</p> <p>Phone:</p> <p>Contract Amount:</p> <p>INFORMATION SHALL BE ATTACHED TO THE RESPONSE ATTACHMENT SECTION OF YOUR EBID.</p> <p><input checked="" type="checkbox"/> (YES)</p>
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1 5	<p>Quick Quotes</p> <p>We agree to provide the requesting agency or the City/County Purchasing department with "Quick Quotes" for all projects as requested. Quick Quotes are due back to the requesting agency or department within 24 hours of request. Quick Quotes will be required for quantities that exceed the amounts listed in the Line Item section of the Ebid.</p> <p><input checked="" type="checkbox"/> Yes (Yes)</p>
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1 6	<p>Two Color Print</p> <p>What would the price be for a two (2) color print for all the envelopes?</p> <p>Prices are quoted in Line Items</p>
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1 7	<p>Fees For File Changes</p> <p>If an agency provides a disk with print files, will there be any set-up or change-order fees?</p> <p>If yes, what are they and specify why you are charging this fee.</p> <p>No</p>
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1 8	<p>Reprint Fees</p> <p>If your company produces a print job for an agency, will you charge a set-up fee on the following order if no changes are made to the file? Indicate with YES or NO. If YES, what is the charge?</p> <p>No</p>
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1 9	<p>Government/Corporate Purchase Card</p> <p>1) Will your company accept payment by a Visa/Purchase Card? Yes/No _____</p> <p>2) If yes, will your company charge a fee for accepting a Visa/Purchase Card? Yes/No _____</p> <p style="padding-left: 20px;">If yes, what is your fee? _____</p> <p>3) If yes, do you require payment upon receipt of order? Yes/No _____</p> <p>4) If yes, will you accept payment after delivery and acceptance of product/equipment/service? Yes/No _____</p> <p>1) No 2) N/A 3) N/A 4) N/A</p>
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2
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Bid Documents

I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.

Yes (Yes)

2
1

Recycled Paper Content

I have bid the lowest price paper on the Line Items for each product without consideration for recycling content. The Recycled content of the paper being bid on all Line Items is:

THE PRICE TO INCREASE THE PC RECYCLED CONTENT FOR PAPER WILL INCREASE BY WHAT PERCENTAGE?

LIST THE RECYCLE CONTENT AND PERCENTAGE INCREASE AT RIGHT!!

Not Applicable

2
2

Recycling of Corrugated Cardboard

I acknowledge and accept that I must comply with the City of Lincoln recycling regulations which includes a ban of all corrugated cardboard from the City Landfill effective April 1, 2018. Vendors shall haul any recyclable material directly to any of the three processor facilities which are currently operating in the City of Lincoln, or they can use a recycled material hauler for curbside collection at their place of business. Vendors are also encouraged to recycle any other approved materials used, or removed, from a City or County jobsite. Go to - <http://lincoln.ne.gov/city/pworks/solid-waste/recycle/> for more information on City of Lincoln recycling programs.

Yes (Yes)

2
3

Kindred Items

In the event an order is made for a product or service not listed specifically in this contract, will you offer pricing comparable to the items listed.

Yes

2
4

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 (Yes)

2
5

U.S. Citizenship Attestation

Is your company legally considered an Individual or Sole Proprietor: YES or NO

As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at:
<http://www.sos.ne.gov/business/notary/citizenforminfo.html>

All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.

If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US 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.

Vendor further 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. 4-108.

No

2
6

Tax Exempt Certification Forms

Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)

Yes (Yes)

2
7

Electronic Signature

Please check here for your electronic signature.

Yes (Yes)

Bid Lines

1

#10 Plain Envelopes - 24lb. White

RETURN ADDRESS PRINTED ON LEFT HAND CORNER IN ONE (1) COLOR

Quantity: 1000 UOM: EA Unit Price: Total:

Item Notes: MINIMUM ORDER WILL BE 1,000

Item Attributes

1. Price Breaks

Please provide the price breaks up to an order of 10,000; include quantity and price.

2. Two (2) Color

What would the price be if printed in two (2) colors?

2 #10 Plain Envelopes - 60lb. White Cougar Offset Opaque Text Paper.

RETURN ADDRESS PRINTED IN LEFT HAND CORNER (ONE COLOR)

Quantity: 500 UOM: EA Unit Price: Total:

Item Notes: MINIMUM ORDER WILL BE 500

Item Attributes

1. Price Breaks

Please provide the price breaks up to an order of 5,000; include quantity and price.

2. Two (2) Color

What would the price be if printed in two (2) colors?

3 #10 Window Envelopes - 24lb. White

RETURN ADDRESS PRINTED ON LEFT HAND CORNER IN ONE (1) COLOR

Quantity: 1000 UOM: EA Unit Price: Total:

Item Notes:

MINIMUM ORDER WILL BE 1,000.

Standard Left Window

Item Attributes

1. Two (2) Color

What would the price be if printed in two (2) colors?

2. Price Breaks

Please provide the price breaks up to an order of 10,000; include quantity and price.

4 #9 Plain Envelopes - 24lb. White

RETURN ADDRESS PRINTED IN LEFT HAND CORNER (ONE COLOR)

UOM: EA Unit Price: Total:

Item Notes:

MINIMUM ORDER WILL BE 1,000

Item Attributes

1. Two (2) Color

What would the price be if printed in two (2) colors?

2. Price Breaks

Please provide the price breaks up to an order of 10,000; include quantity and price.

Current Lincoln/Lancaster County Contract holder since June 12, 2018.