

C-08-0387

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LANC. COUNTY CLERK

CONTRACT DOCUMENTS

CITY OF LINCOLN-NEBRASKA
LANCASTER COUNTY
PUBLIC BUILDING COMMISSION

Annual Requirements for Offset Printing
and
Related Services - Rebid

Specification #08-175

Capitol Graphics

~~615 S. 6th St.~~ 855 W. Street
Lincoln, NE 68508

402-474-2722

CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this _____ day of _____ 2008, by and between Capitol Graphics, 615 S. 6th St., Lincoln, NE 68508 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 Public Building Commission, hereinafter called the "Owners"

WHEREAS, the Owner 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:

For providing the Rebid - Annual Requirements for Offset Printing and Related Services, Specification #08-175 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 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 submitted in response to such advertisement, and as a result of such canvass have determined and declared the Contractor to be the lowest responsible bidder(s) for the said services for the sum or sums named in the Contractor's Proposal/Response, excluding items for the work and sums set forth in Line Items # 8.1, and 8.2 of Contractor's Proposal/Response, a copy of which proposal is attached hereto and made a part of this Contract,

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements 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 construction 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 construct, 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/Response, or part thereof, as follows:
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 therefor, 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:

Owners will pay for products and performance of the Work according to the pricing as listed in Contractors Accepted Proposal, excluding items for the work and sums set forth in Line Items # 8.1 and 8.2 of Contractor's Proposal/Response, a copy thereof being attached to and made a part of this Contract. Owners shall order on as an needed basis for the duration of the contract.

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. This Contract shall be effective upon execution by both parties. The Work included in this Contract shall begin upon execution by both parties. The term of the Contract shall be three (3) years from the date of execution by both parties. The parties shall have the option to renew the Contract for three (3) additional one (1) year terms upon the written mutual consent of the parties.
5. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Public Building Commission . Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of 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, Lancaster County and Building Commission.
6. The Contract Documents comprise the Contract, and consist of the following:
 1. The Instructions to Bidders
 2. The Accepted Proposal /Response, excluding Items # 8.1 and 8.2
 3. The Contract Agreement
 4. The Specifications for Specification #08-175
 5. The Special Provisions

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 following is required by Ordinance No. 4.66.100(b): Contractor 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, as allowed by law.

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.

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508	Address
Email		Contact	Robert Walla Asst. Purchasing Agent	Contact
Phone	1 (402) 441-8309			Department
Fax	1 (402) 441-6513			Building
Bid Number	08-175	Department		Floor/Room
Title	REBID - Annual Requirements For Offset Printing and Related Services	Building		Telephone
Bid Type	Bid	Floor/Room		Fax
issue Date	05/30/2008	Telephone	1 (402) 441-8309	Email
Close Date	6/13/2008 12:00:00 PM CST	Fax	1 (402) 441-6513	
Need by Date		Email	rwalla@lincoln.ne.gov	

Supplier Information

Company Capitol Graphics
 Address 615 S. 6th Street
 Lincoln, NE 68508
 Contact Karen Payzant
 Department
 Building
 Floor/Room
 Telephone 1 (402) 474-2722
 Fax 1 (402) 474-5101
 Email cgsales@alltel.net
 Submitted 6/12/2008 3:47:59 PM CST
 Total \$7,346.225
 Signature -85.00
 7261.23

Check References

Supplier Notes

We have moved our business to:
 855 W Street
 Lincoln, NE 68508

as of February, 2008

Soy Ink available upon request, no extra charge.

Thank you.

Bid Notes

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
2	Specifications	I acknowledge reading and understanding the specifications	Yes
3	Electronic Signature	Please check here for your electronic signature	Yes
4	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders	Yes
5	Contact	Name of person submitting this bid:	Bill & Karen Payzant
6	Annual Requirements	I acknowledge reading and understanding the Annual Requirements.	Yes
7	Term Clause of Contract	(a) Bid prices firm for the 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 _____	YES
8	Proposal Submittals	I have completed the requirements of Section 5 and included them as an attachment (Response Attachment) to this document.	Yes
9	Confidential Information	Our company will have procedures in place to ensure that any and all documents reproduced by the Vendor will remain confidential throughout the printing process. Failure to comply may result in immediate termination of this contract.	Yes
10	Quarterly Reports	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.	Yes
11	Desktop Delivery	Our company will provide desktop pickup and delivery as needed to locations throughout the City of Lincoln, NE.	Yes
12	Contractor References	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. Each reference must include the following: Owner: Street Address: City: State: Zip: Name Owners Representative: Phone: Contract Amount: INFORMATION SHALL BE ATTACHED TO THE RESPONSE ATTACHMENT SECTION OF YOUR EBID	YES
13	Quick Quotes	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.	Yes

14 Fees For File Changes	if an agency provides a disk with print files, will there be any set-up or change-order fees? If yes, what are they and specify why you are charging this fee	NO
15 Page 2	Please note that there is a page 2 of Attributes.	Yes
16 Reprint Fees	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?	NO
17 Recycled Paper	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!!	30% PC Recycled Content, no increase
18 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

Line Items

#	Qty	UOM	Description	Response
1	1	PKG	OFFSET PRINTING PRICING - 8.5x11 Paper 	\$635.00

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
1.1	1	M	8.5x11 - 20# Bond White Paper - 1 color/1 side BID PER THOUSAND!	45.00

Supplier Notes:

1.2	1	M	8.5x11 - 20# Bond White Paper - 1 color/2 side BID PER THOUSAND!	60.00
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Supplier Notes:

1.3	1	M	8.5x11 - 20# Bond Colored Paper - 1 color/1 side BID PER THOUSAND!	50.00
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Supplier Notes:

1.4	1	M	8.5x11 - 20# Bond Colored Paper - 1 color/2 side BID PER THOUSAND!	70.00
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Supplier Notes:

1.5	1	M	8.5"x11 - 20# Bond Paper - Full Color/1 side BID PER THOUSAND!	165.00
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Supplier Notes:

1.6	1	M	8.5"x11 - 20# Bond Paper - Full Color/2 side BID PER THOUSAND!	245.00
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Supplier Notes:

2	1	PKG	OFFSET PRINTING PRICING - 8.5x14 Paper	\$725.00
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Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
2.1	1	M	8.5x14 - 20# Bond White Paper - 1 color/1 side BID PER THOUSAND!	65.00
Supplier Notes:				
2.2	1	M	8.5x14 - 20# Bond White Paper - 1 color/2 side BID PER THOUSAND!	90.00
Supplier Notes:				
2.3	1	M	8.5x14 - 20# Bond Colored Paper - 1 color/1 side BID PER THOUSAND!	55.00
Supplier Notes:				
2.4	1	M	8.5x14 - 20# Bond Colored Paper - 1 color/2 side BID PER THOUSAND!	95.00
Supplier Notes:				
2.5	1	M	8.5"x14 - 20# Bond Paper - Full Color/1 side BID PER THOUSAND!	175.00
Supplier Notes:				
2.6	1	M	8.5"x14 - 20# Bond Paper - Full Color/2 side BID PER THOUSAND!	245.00
Supplier Notes:				

3	1	PKG	OFFSET PRINTING PRICING - 11x17 Paper	\$900.00
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Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
3.1	1	M	11x17 - 20# Bond White Paper - 1 color/1 side BID PER THOUSAND!	80.00
Supplier Notes:				
3.2	1	M	11x17 - 20# Bond White Paper - 1 color/2 side BID PER THOUSAND!	125.00
Supplier Notes:				

Notes:

3.3 1 M 11x17 - 20# Bond Colored Paper - 1 color/1 side

BID PER THOUSAND! 95.00

Supplier
Notes:

3.4 1 M 11x17 - 20# Bond Colored Paper - 1 color/2 side

BID PER THOUSAND! 140.00

Supplier
Notes:

3.5 1 M 11x17 - 20# Bond Paper - Full Color/1 side

BID PER THOUSAND! 185.00

Supplier
Notes:

3.6 1 M 11x17 - 20# Bond Paper - Full Color/2 side

BID PER THOUSAND! 275.00

Supplier
Notes:

4 1 PKG OFFSET PRINTING PRICING - 8.5x11 Paper
 \$1,360.00

Item Notes: LARGER QUANTITY PRICING

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
4.1	5	M	8.5x11 - 20# Bond White Paper - 1 color/1 side BID PER THOUSAND!	33.00

Supplier
Notes:

4.2	5	M	8.5x11 - 20# Bond White Paper - 1 color/2 side BID PER THOUSAND!	45.00
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Supplier
Notes:

4.3	5	M	8.5x11 - 20# Bond Colored Paper - 1 color/1 side BID PER THOUSAND!	37.00
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Supplier
Notes:

4.4	5	M	8.5x11 - 20# Bond Colored Paper - 1 color/2 side BID PER THOUSAND!	49.00
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Supplier
Notes:

4.5	5	M	8.5"x11 - 20# Bond Paper - Full Color/1 side BID PER THOUSAND!	45.00
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Supplier
Notes:

4.6	5	M	8.5"x11 - 20# Bond Paper - Full Color/2 side BID PER THOUSAND!	63.00
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Supplier
Notes:

5	1	PKG	OFFSET PRINTING PRICING - 8.5x14 Paper	\$1,510.00
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Item Notes: LARGER QUANTITY PRICING

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
5.1	5	M	8.5x14 - 20# Bond White Paper - 1 color/1 side BID PER THOUSAND!	39.00

Supplier
Notes:

5.2	5	M	8.5x14 - 20# Bond White Paper - 1 color/2 side BID PER THOUSAND!	51.00
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Supplier
Notes:

5.3	5	M	8.5x14 - 20# Bond Colored Paper - 1 color/1 side BID PER THOUSAND!	43.00
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Supplier
Notes:

5.4	5	M	8.5x14 - 20# Bond Colored Paper - 1 color/2 side BID PER THOUSAND!	55.00
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Supplier
Notes:

5.5	5	M	8.5"x14 - 20# Bond Paper - Full Color/1 side BID PER THOUSAND!	49.00
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Supplier
Notes:

5.6	5	M	8.5"x14 - 20# Bond Paper - Full Color/2 side BID PER THOUSAND!	65.00
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Supplier
Notes:

6 1 PKG OFFSET PRINTING PRICING - 11x17 Paper \$2,015.00

Item Notes: LARGER QUANTITY PRICING

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
6.1	5	M	11x17 - 20# Bond White Paper - 1 color/1 side BID PER THOUSAND!	39.00

Supplier Notes:

6.2	5	M	11x17 - 20# Bond White Paper - 1 color/2 side BID PER THOUSAND!	51.00
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Supplier Notes:

6.3	5	M	11x17 - 20# Bond Colored Paper - 1 color/1 side BID PER THOUSAND!	58.00
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Supplier Notes:

6.4	5	M	11x17 - 20# Bond Colored Paper - 1 color/2 side BID PER THOUSAND!	72.00
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Supplier Notes:

6.5	5	M	11x17 - 20# Bond Paper - Full Color/1 side BID PER THOUSAND!	79.00
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Supplier Notes:

6.6	5	M	11x17 - 20# Bond Paper - Full Color/2 side BID PER THOUSAND!	104.00
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Supplier Notes:

7 1 PKG BINDING AND FINISHING SERVICES
 \$156.225

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
7.1	1	EA	Plastic Comb w/Cardstock Covers	0.65

Supplier

~~85.00~~
71.23

Notes

7.2	1	EA	Plastic Comb w/Vinyl Covers	0.75
Supplier Notes:				
7.3	1	EA	Coil Bind w/Cardstock Covers	0.75
Supplier Notes:				
7.4	1	EA	Coil Bind w/Vinyl Covers	0.95
Supplier Notes:				
7.5	1	EA	Machine Folding	0.02 0.02
Supplier Notes:		Price is per 1,000		
7.6	1	EA	Hand Folding	0.05 0.05
Supplier Notes:		Price is per 1,000		
7.7	1	EA	Hand Stapling Price per Set	0.25
Supplier Notes:		Qty. 1-100 is \$.65 Each Qty. 100+ is \$.25 Each		
7.8	1	EA	Machine Stapling Price per Set	0.085
Supplier Notes:				
7.9	1	EA	Hand Collating	0.02
Supplier Notes:		10 or less sheets = \$.02 Each Machine collating 10 or less sheets = \$.85 per thousand with machine stitching add \$25.00 per thousand		
7.10	1	EA	Hand Inserting	0.02
Supplier Notes:				
7.11	1	EA	Pouch Lamination (8.5x11)<3 mil. thick>	2.75
Supplier Notes:				

7.12	1	EA	Pouch Lamination (11x17)<3 mil (thick>	5.00
Supplier Notes:				
7.13	1	EA	Cutting Fee BID PER 1000	20.00
Supplier Notes:				
7.14	1	EA	Drilling Fee BID PER 1000	15.00
Supplier Notes:				
7.15	1	EA	Scratch Pads Cost Per 500 Sheets of Scratch Pad	25.00
Supplier Notes: Quote based on 5-1/2 X 8-1/2 Scratch Pads. glueing and no printing				

8	1	PKG	DIGITAL RIP FEES	\$45.00
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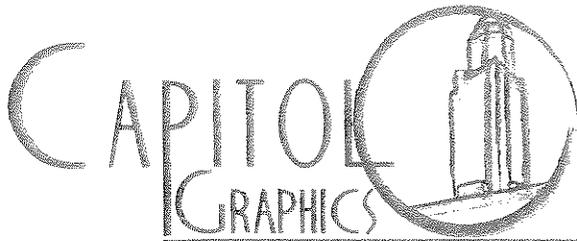
Item Notes:

Supplier Notes: All fees included in printing costs quoted.

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
8.1	1	EA	Digital RIP Fee (Non-PDF or Std File)	0.00
Supplier Notes: All fees included in printing costs quoted.				
8.2	1	EA	Digital RIP Fee (PDF or Std File)	0.00
Supplier Notes: All fees included in printing costs quoted.				
8.3	1	HR	Document Creation/Manipulation - Cost Per Hour	45.00
Supplier Notes:				

Response Total: \$7,346.225



PRINTING ORDER FORM

855 W Street • Lincoln, NE 68510
 402.474.2722 • Fax 402-474.5101
 Quote: cgsales@alltel.net
 Order/Artwork: capitolgraphics@alltel.net

DEPT. _____

PROJECT DESCRIPTION: _____

PRE-PRESS WORK:

- Artwork Provided
 - Digital File -complete
 - Digital File- Manipulation required
- Program _____

CG Design/Typeset

- Platform: Macintosh IBM
- Lasers: Sent Faxed

PROOFING:

- Color Laser No Proof
- Fax PDF

Email Address: _____

Approved by: _____

JOB SPECIFICS:

Quantity: _____

No. of Pages: _____

- Plus Cover Self Cover

Finished Size: _____

- Flat Folded

Paper Stock:

Brand _____

Finish _____

Weight _____

- Cover Book or Text

Binding:

- Saddle (staple) GBC Other

Finishing:

- Perforation Scoring

Location _____

Numbered _____ to _____

Drilled—Type _____

Pads—Sheets per Pad _____

Location _____

Scoring Shrink Wrap _____ /Pkg _____

Folding Instructions:

Final Folded Size: _____

- #10 Fold Gate Fold
- Accordion Fold Roll Fold
- Head In Head Out
- Mailer Out

New—Include Mockup

Revision—Sample Required

Reprint—Sample Required
with changes indicated

Previous Job No. _____

Was Cost of Job Estimated? Yes No

Quoted Price: _____

Special Instructions _____

BILLING SPECIFICS:

Purchase Order # _____

Contact Name: _____

Phone: _____

Fax: _____

E-mail: _____

Address: _____

Deliver To:

Bill To:

Dept. Name: _____

Person _____

Rm. # & Bldg. _____

Address _____

Equipment List.....

Heidelberg Die Cutting Machine. 9" X 12" – \$5,000

Heidelberg Foil Stamping and Die Cutting Machine – 12" X 18" - \$7,500

Ryobi 560 Printing Press. 15" X 22 – one to four color - \$8,500

Ryobi 3302 Printing Press. 12" X 18" – two to four color with infrared dryers - \$38,000

ABDick 9810 Printing Press with t-head – two color - \$5,100

Multi 1860 Printing Press – two color - \$4,500

Hurricane Thermographer - \$3,500

Duplo DC48TW Tower Collator/Stitcher - \$40,000

Baum Folder with all angles - \$4,500

Preferred AutoWrap Shrink Wrapper with accessories - \$1,000

Challenge Champion Hydraulic Cutter - \$8,000

Challenge Digital Cutter - \$12,000

Perf-O-Matic Perffing and Scoring machine - \$2,500

Itek Graphix 2000 with DPM2000 CPS - \$45,000

Plate Maker with plate processor - \$1,250

HP Photosmart 300 Printer - \$100

HP Color Inkjet Printer - \$300 (large sheet capacity)

Four (4) Computers. 3 Dell, 1 Mac – all with graphics programs for print shop needs
Approx. \$5,000 (2 other computers also)

Fork Lift - \$2,500

Desks, cabinets, stitcher, drill, miscellaneous equipment and tools - \$5,000

INSTRUCTIONS TO BIDDERS

County of Lancaster, Public Building Commission, City of Lincoln, Nebraska E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bids, formal and informal, subject to Instructions and General Conditions, and any special conditions set forth herein, will be received in the Office of the Purchasing Agent, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, Lancaster County and Building Commission, hereafter referred to as "Owners" the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for that purpose in submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing under the section titled "document listing" of the bid on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a Construction Contract, the City of Lincoln's Standard Specifications for Municipal Construction 2006 shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of Public Works & Utilities for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or the Purchasing Division.
 - 1.7.3 The Standard Conditions are available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspect/index.htm>

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response. The original bond/check should then be sent or delivered to the Purchasing Office, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the Purchasing Office as stated above, vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the Owners.
 - 2.4.2 For all other contracts: upon approval by the Owners of the executed contract and bonds.
- 2.5 Owners shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the Owners as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted bid and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by electronic signature and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. **CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner than written form, will not be binding on the Owners; and bidders shall not rely upon such interpretations or changes.

5. **ADDENDA**

- 5.1 Addenda are instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. **INDEPENDENT PRICE DETERMINATION**

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

7. **ANTI-LOBBYING PROVISION**

- 7.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City or County Staff or officers except in the course of Owners-sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

8. **BRAND NAMES**

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Owners that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The bidder must indicate any variances by item number from the specification document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the Owners' specifications.

9. **DEMONSTRATIONS/SAMPLES**

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owners.
- 9.2 Such demonstration can be at the Owners delivery location or a surrounding community.
- 9.3 If items are small and malleable, the bidder is proposing an alternate product, the bidder shall supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the Owners of acceptable goods. Bidders must indicate how samples are to be returned.

10. **DELIVERY (Non-Construction)**

- 10.1 Each bidder shall state on the bid the date upon which they can make delivery of all equipment or merchandise.
- 10.2 The Owners reserve the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon inside delivery of the equipment/ merchandise F.O.B. the Owners at the location specified by the Owners, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Owner employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents should accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the Owners, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the Owners. Replacement parts of defective components shall be shipped at no cost to the Owners. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 12.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the Owners; and
 - 12.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the Owners reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 12.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Owner, as required by the specification documents or purchase orders.
- 12.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive bidder whose bid will be most advantageous to the Owners, and as the Owners deem will best serve it's requirements.
- 13.5 The Owners reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the Owners.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the Owners. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The Owners reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggy back on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The bidder shall indemnify and hold harmless the Owners from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.
- 14.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the bidder, 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 13.1 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 bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

15.1 Unless stated otherwise, the Owners will begin processing payment 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.

16. LAWS

16.1 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.

16.2 Bidder 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.

17. EQUIPMENT TAX ASSESSMENT

17.1 Any bid for public improvement shall comply with Nebraska revised Statute 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract, stating that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

18.1 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.

19. LIVING WAGE

19.1 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.

20. INSURANCE

20.1 All bidders shall take special notice of the insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for All City Contracts*).

21. EXECUTION OF AGREEMENT

21.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:

- a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the supplier's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto; that both parties thereby accept and agree to the terms and conditions of said bid documents. Items not awarded, if any, have been deleted.
- b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the supplier's bid response attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents. Items not awarded, if any, have been deleted.
- c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. Owners will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the Owners within 10 days (unless otherwise noted).
 - 3. The Owners will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
 - 4. Upon approval and signature from the Mayor, the Owners will return one copy to the Contractor.

22. TAXES AND TAX EXEMPTION CERTIFICATE

22.1 The Owners are generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

INSURANCE CLAUSE TO BE USED FOR ALL UNIT PRICE CONSTRUCTION CONTRACTS
LANCASTER COUNTY, NEBRASKA; PUBLIC BUILDING COMMISSION, CITY OF LINCOLN, NEBRASKA

OWNERS

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the sub-contractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury/Property Damage	\$2,000,000 each Occurrence \$2,000,000 Aggregate
B. Personal Injury Damage	\$1,000,000 each Occurrence
C. Contractual Liability	\$1,000,000 each Occurrence
D. Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:

- B. The coverage shall be provided under a Commercial General Liability form or similar thereto.
- (b) X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
- (c) The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
- (d) Contractual Liability coverage shall be included.
- (e) Products Liability and/or Completed Operations coverage shall be included.
- (f) Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage

\$1,000,000 Combined Single Limit

D. Builder's Risk Insurance (For Building Construction Contracts Only)

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein.

Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.

E. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.

F. Certificate of Insurance

All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

**SPECIAL PROVISIONS
FOR
COMMODITY TERM CONTRACTS**

LANCASTER COUNTY, NEBRASKA
PURCHASING DIVISION

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the County for the contract period.
- 1.2 Items listed may or may not be inclusive of County requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the County shall be neither obligated nor limited to any specified amount. The County will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The contract term is for one (1) year, with option to renew for additional one (1) year terms, not to exceed three (3) renewals. Total contract term not to exceed four (4) years as 48 consecutive months.
- 2.2 Bidder must indicate on the Bid, in the space provided, if renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract, and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract term.

3. BID PRICES

- 3.1 Bidders must state on the bid if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the County:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.

5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the County.
7. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
8. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the County's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various County Departments.
- 4.4 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.5 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.6 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

6. TERMINATION OF CONTRACT

- 6.1 This contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The Owner may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions.
- 6.2 In the event of any termination of contract by the Contractor, the Owner may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

REBID
SPECIFICATIONS - ANNUAL REQUIREMENTS
OFFSET PRINTING AND RELATED SERVICES
CITY OF LINCOLN - LANCASTER COUNTY - PUBLIC BUILDING COMMISSION
SPEC. #08-175

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for Offset Printing and Related Services for City of Lincoln, Lancaster County and Public Building Commission (hereinafter referred to as "Owners").
 - 1.1.1 Offset Printing are those documents which can be reproduced on offset printing presses.
 - 1.1.2 Offset Printing orders will be for more than 1,000 sheets.
 - 1.1.3 It is estimated that the Owners spend approximately \$180,000.00 per year on these services.
 - 1.1.4 Where practical and depending on the overall cost, the Owners will make an effort to utilize recycled products.
 - 1.1.4.1 Vendor shall provide a unit price on the line items below for the lowest cost paper and then another price in the Attribute Section of the ebid listing the percentage of cost increase for paper containing 30% to 100% PC recycled materials.
- 1.2 Bidder shall submit bid documents and all supporting material via the e-bid system.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) Or Fax:(402)441-6513.
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective proposers electronically as an addenda.
 - 1.3.2 The Owners shall only reply to written inquiries received within five (5) calendar days of bid opening.
- 1.4 The term of the contract will be for (3) three years with the option to renew for (2) two additional (1) one year periods.
- 1.5 Pricing provided in this bid shall be firm for a period of one year from the date of execution.
 - 1.5.1 Any price increases following the one year term must be submitted to the City Purchasing office within 30 days of the increase with detailed justification of the increase.
 - 1.5.1.1 Detailed information includes invoices from manufacturers showing the exact price and product being charged compared to earlier invoices for same product.
- 1.6 Price and service will be evaluated in the award of this bid.
 - 1.6.1 It is likely that more than one vendor will be chosen for these services if each meets the requirements listed and the pricing is among the lowest submitted.
- 1.7 Vendor shall return a disk with the artwork used for the creation of print jobs to the using agency upon completion of the job as requested.

2. WARRANTY

- 2.1 Vendor shall warrant all work to be done properly and to the complete satisfaction of the using agency.
 - 2.1.1 Any product deemed unsatisfactory by the using agency will be picked up and replaced within 48 hours or sooner of the initial call to the selected vendor.

3. ACCEPTANCE OF MATERIAL

- 3.1 Orders will be placed online or via the phone by the agency requesting services.

- 3.2 All correspondence, including acknowledgment of receipt of orders, packing lists and invoices, shall carry the contract number assigned by City of Lincoln Purchasing Office.
- 3.3 A Final Inspection Checklist will be completed by staff prior to payment being made to vendor.

4. DELIVERY

- 4.1 Unit bid prices shall include all delivery costs to locations in the City of Lincoln and Lancaster County.
- 4.2 Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., CDT, on normal City of Lincoln - Lancaster County - Public Building Commission working days.
- 4.3 Only companies providing desktop pickup and deliveries from/to City/County/PBC agencies will be considered for this bid.

5. PRINTING SPECIFICATIONS

- 5.1 Bidder shall provide the following information as an attachment to the Response Attachment section of their ebid:
 - 5.1.1 Number of delivery drivers for routes.
 - 5.1.2 Delivery and Pickup schedule for routes.
 - 5.1.3 Provide the name, address and phone number of the primary contact person in charge of the City/County/PBC account.
 - 5.1.4 How will your company handle emergency requests.
 - 5.1.5 Provide a complete list of the equipment in your facility/s that will be used to provide printing and related services.
 - 5.1.6 Will you be subcontracting out any of the work you are given by the City/County/PBC? If yes, what will be subbed out and to whom?
 - 5.1.7 Provide a complete list of artwork/printing layout software your company uses in your business.
 - 5.1.7.1 Are you willing to purchase the Windows Version of CorelDrawX3 software that is compatible with the City/County/PBC software in order to more easily transfer files back and forth?
 - 5.1.8 Provide a sample Order Sheet which will be used for print jobs by the agencies.
 - 5.1.9 Will you provide technical assistance if requested by an agency?
 - 5.1.9.1 If yes, who would provide that service?
 - 5.1.10 Provide a brief company outline which includes your company structure and number of years in the printing services business.
 - 5.1.11 Provide a list of any "value added" services provided by your company which will be of benefit to the City/County/PBC.
 - 5.1.12 Do you currently have an on-line ordering system in place?

6. TRAINING REQUIREMENTS

- 6.1 A "Copy/Printing Vendor Fair" will be held shortly after the award of this contract and at least one other time during the term of this contract.
 - 6.1.1 Vendor will participate in this activity and provide a complete description of the services that have been awarded to your company to City/County/PBC employees.
- 6.2 Vendor will assist all departments with questions regarding orders to ensure that they are receiving a quality product.



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 City of Lincoln			Name Capitol Graphics		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 615 S. 6th St.		
City	State	Zip Code	City	State	Zip Code
Lincoln	NE	68508	Lincoln	NE	68508
Check Type of Certificate <input type="checkbox"/> Single Purchase <input checked="" type="checkbox"/> Blanket If blanket is checked, this certificate is valid until revoked in writing by 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 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 5 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?
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> 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 of Contractor Labor for Resale:

As an Option 1, Option 2, or Option 3 contractor, I hereby certify that purchases of contractor labor from the above seller are exempt from Nebraska sales tax as a purchase for resale. My Nebraska Sales Tax Permit Number is: 01-

3. Purchases Made Under Purchasing Agent Appointment:

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

Any purchaser, or the agent thereof, 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 Sections 77-2701 through 77-27.135 of the Nebraska Revenue Act, as amended, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100.00 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, said 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

7/10/08

 Date

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.

NOTE: This form cannot be used to purchase materials used for water services.

Materials used for water services are taxable per Reg 066.14A.

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 must be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the five enumerated **Categories of Exemption**. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

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. A contractor may purchase the contractor labor of another contractor tax-free (for resale) by completing Section C, Part 2. Section C, Part 3, must be completed to exempt the purchase of building materials, fixtures, and/or contractor labor pursuant to an attached purchasing agent appointment. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. The 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.

WHEN NO NUMBER IS REQUIRED. Section A does not require an identification number when the purchaser has indicated that it is engaged in business as a wholesaler or manufacturer. Section B does not require an identification number when exemption category 1 or 2 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 as to 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 regular 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 the agent thereof, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION. 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 5 is the basis for exemption, you must complete the information requested in Section B.

CATEGORIES OF EXEMPTION

1. Purchase by the United States Government, its agencies, and wholly owned subsidiary corporations; the State of Nebraska, including public educational institutions recognized or established under the provisions of Chapter 85, or public schools established under Chapter 79; any Nebraska county, township, city, village, rural or suburban fire protection district, city airport authority, county airport authority, joint airport authority, drainage district organized under sections 31-401 to 31-450, natural resources district, elected county fair board, or joint entity or agency formed to fulfill the purposes described in the Integrated Solid Waste Management Act by any combination of two or more counties, townships, cities, or villages pursuant to the Interlocal Cooperation Act, the Integrated Solid Waste Management Act, or the Joint Public Agency Act, except for purchases for use in the business of furnishing gas, water, electricity, or heat; or by any irrigation or reclamation district, the irrigation division of any public power and irrigation district; the Nebraska State Fair Board; the Nebraska Investment Finance Authority; the Small Business Development Authority, and licensees of the State Racing Commission.
Purchases that are NOT exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary improvement districts, housing authorities, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.
2. Purchase when the intended use renders it exempt as set out in paragraph 012.02D of Nebraska Sales and Use Tax Regulation 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 and exempt such sales from tax.
3. Purchase by any organization created exclusively for religious purposes; any nonprofit organization providing services exclusively to the blind; any private educational institution established under sections 79-1601 to 79-1607; any private college or university licensed under sections 85-1101 to 85-1111; any hospital, health clinic when two or more hospitals or the parent corporations of the hospitals own or control the health clinic for the purpose of reducing the cost of health services or when the health clinic receives federal funds through the United States Public Health Service for the purpose of serving populations that are medically underserved; skilled nursing facility, intermediate care facility, intermediate care facility for the mentally retarded, or nursing facility licensed under the Health Care Facility Licensure Act and organized not for profit; any nonprofit organization providing services primarily for home health care purposes; any child-caring agency licensed for 24-hour daily care, supervision, custody, or control of children and established under sections 71-1901 to 71-1904; or any licensed child placement agency.
4. Purchase of a common or contract carrier vehicle and repair and replacement parts for such vehicle.
5. 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 certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes.



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 Lancaster County			Name Capitol Graphics		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 615 S. 6th St.		
City	State	Zip Code	City	State	Zip Code
Lincoln	NE	68508	Lincoln	NE	68508
Check Type of Certificate <input type="checkbox"/> Single Purchase <input checked="" type="checkbox"/> Blanket If blanket is checked, this certificate is valid until revoked in writing by 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

and hold Nebraska Sales Tax Permit Number 01- _____ If None, State Reason _____
 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 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 5 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? <input type="checkbox"/> YES <input type="checkbox"/> NO	Was Item Depreciable? <input type="checkbox"/> YES <input type="checkbox"/> NO

SECTION C — For Contractors Only

- 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- _____
- Purchases of Contractor Labor for Resale:**
 As an Option 1, Option 2, or Option 3 contractor, I hereby certify that purchases of contractor labor from the above seller are exempt from Nebraska sales tax as a purchase for resale. My Nebraska Sales Tax Permit Number is: 01- _____
- Purchases Made Under Purchasing Agent Appointment:**
 Pursuant to the attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, fixtures, and/or contractor labor are exempt from Nebraska sales tax.

Any purchaser, or the agent thereof, 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 Sections 77-2701 through 77-27.135 of the Nebraska Revenue Act, as amended, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100.00 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, said 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 7/10/08
 Title Date

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.

NOTE: This form cannot be used to purchase materials used for water services. Materials used for water services are taxable per Reg 066.14A.

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 must be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the five enumerated **Categories of Exemption**. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

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. A contractor may purchase the contractor labor of another contractor tax-free (for resale) by completing Section C, Part 2. Section C, Part 3, must be completed to exempt the purchase of building materials, fixtures, and/or contractor labor pursuant to an **attached** purchasing agent appointment. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. The 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.

WHEN NO NUMBER IS REQUIRED. Section A does not require an identification number when the purchaser has indicated that it is engaged in business as a wholesaler or manufacturer. Section B does not require an identification number when exemption category 1 or 2 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 as to 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 regular 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 the agent thereof, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION. 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 5 is the basis for exemption, you must complete the information requested in Section B.

CATEGORIES OF EXEMPTION

1. Purchase by the United States Government, its agencies, and wholly owned subsidiary corporations; the State of Nebraska, including public educational institutions recognized or established under the provisions of Chapter 85, or public schools established under Chapter 79; any Nebraska county, township, city, village, rural or suburban fire protection district, city airport authority, county airport authority, joint airport authority, drainage district organized under sections 31-401 to 31-450, natural resources district, elected county fair board, or joint entity or agency formed to fulfill the purposes described in the Integrated Solid Waste Management Act by any combination of two or more counties, townships, cities, or villages pursuant to the Interlocal Cooperation Act, the Integrated Solid Waste Management Act, or the Joint Public Agency Act, except for purchases for use in the business of furnishing gas, water, electricity, or heat; or by any irrigation or reclamation district, the irrigation division of any public power and irrigation district, the Nebraska State Fair Board; the Nebraska Investment Finance Authority; the Small Business Development Authority, and licensees of the State Racing Commission.

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

2. Purchase when the intended use renders it exempt as set out in paragraph 012.02D of Nebraska Sales and Use Tax Regulation 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 and exempt such sales from tax.
3. Purchase by any organization created exclusively for religious purposes; any nonprofit organization providing services exclusively to the blind; any private educational institution established under sections 79-1601 to 79-1607; any private college or university licensed under sections 85-1101 to 85-1111; any hospital, health clinic when two or more hospitals or the parent corporations of the hospitals own or control the health clinic for the purpose of reducing the cost of health services or when the health clinic receives federal funds through the United States Public Health Service for the purpose of serving populations that are medically underserved; skilled nursing facility, intermediate care facility, intermediate care facility for the mentally retarded, or nursing facility licensed under the Health Care Facility Licensure Act and organized not for profit; any nonprofit organization providing services primarily for home health care purposes; any child-caring agency licensed for 24-hour daily care, supervision, custody, or control of children and established under sections 71-1901 to 71-1904; or any licensed child placement agency.
4. Purchase of a common or contract carrier vehicle and repair and replacement parts for such vehicle.
5. 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 certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes.



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 Public Building Commission			Name Capitol Graphics		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 615 S. 6th St.		
City Lincoln	State NE	Zip Code 68508	City Lincoln	State NE	Zip Code 68508
Check Type of Certificate <input type="checkbox"/> Single Purchase <input checked="" type="checkbox"/> Blanket If blanket is checked, this certificate is valid until revoked in writing by 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 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 - _____

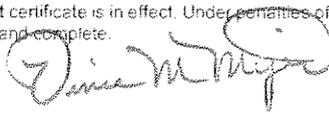
If exemption category 5 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold _____	Date of Seller's Original Purchase _____	Was Tax Paid when Purchased by Seller? <input type="checkbox"/> YES <input type="checkbox"/> NO	Was Item Depreciable? <input type="checkbox"/> YES <input type="checkbox"/> NO
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SECTION C — For Contractors Only

- 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- _____
- Purchases of Contractor Labor for Resale:**
 As an Option 1, Option 2, or Option 3 contractor, I hereby certify that purchases of contractor labor from the above seller are exempt from Nebraska sales tax as a purchase for resale. My Nebraska Sales Tax Permit Number is: 01- _____
- Purchases Made Under Purchasing Agent Appointment:**
 Pursuant to the attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, fixtures, and/or contractor labor are exempt from Nebraska sales tax.

Any purchaser, or the agent thereof, 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 Sections 77-2701 through 77-27,135 of the Nebraska Revenue Act, as amended, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100.00 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, said 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  Purchasing Agent
 _____ Authorized Signature _____ Title 7/10/08 Date

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.
 NOTE: This form cannot be used to purchase materials used for water services.
 Materials used for water services are taxable per Reg 066.14A.
 6-134-1970 Rev. 3-2006
 Supersedes 6-134-1970 Rev. 2-2004

INSTRUCTIONS

CATEGORIES OF EXEMPTION

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 must be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the five enumerated **Categories of Exemption**. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

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. A contractor may purchase the contractor labor of another contractor tax-free (for resale) by completing Section C, Part 2. Section C, Part 3, must be completed to exempt the purchase of building materials, fixtures, and/or contractor labor pursuant to an attached purchasing agent appointment. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. The 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.

WHEN NO NUMBER IS REQUIRED. Section A does not require an identification number when the purchaser has indicated that it is engaged in business as a wholesaler or manufacturer. Section B does not require an identification number when exemption category 1 or 2 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 as to 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 regular 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 the agent thereof, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION. 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 5 is the basis for exemption, you must complete the information requested in Section B.

1. Purchase by the United States Government, its agencies, and wholly owned subsidiary corporations; the State of Nebraska, including public educational institutions recognized or established under the provisions of Chapter 85, or public schools established under Chapter 79; any Nebraska county, township, city, village, rural or suburban fire protection district, city airport authority, county airport authority, joint airport authority, drainage district organized under sections 31-401 to 31-450, natural resources district, elected county fair board, or joint entity or agency formed to fulfill the purposes described in the Integrated Solid Waste Management Act by any combination of two or more counties, townships, cities, or villages pursuant to the Interlocal Cooperation Act, the Integrated Solid Waste Management Act, or the Joint Public Agency Act, except for purchases for use in the business of furnishing gas, water, electricity, or heat; or by any irrigation or reclamation district, the irrigation division of any public power and irrigation district; the Nebraska State Fair Board; the Nebraska Investment Finance Authority; the Small Business Development Authority, and licensees of the State Racing Commission.

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

2. Purchase when the intended use renders it exempt as set out in paragraph 012.02D of Nebraska Sales and Use Tax Regulation 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 and exempt such sales from tax.
3. Purchase by any organization created exclusively for religious purposes; any nonprofit organization providing services exclusively to the blind; any private educational institution established under sections 79-1601 to 79-1607; any private college or university licensed under sections 85-1101 to 85-1111; any hospital, health clinic when two or more hospitals or the parent corporations of the hospitals own or control the health clinic for the purpose of reducing the cost of health services or when the health clinic receives federal funds through the United States Public Health Service for the purpose of serving populations that are medically underserved; skilled nursing facility, intermediate care facility, intermediate care facility for the mentally retarded, or nursing facility licensed under the Health Care Facility Licensure Act and organized not for profit; any nonprofit organization providing services primarily for home health care purposes; any child-caring agency licensed for 24-hour daily care, supervision, custody, or control of children and established under sections 71-1901 to 71-1904; or any licensed child placement agency.
4. Purchase of a common or contract carrier vehicle and repair and replacement parts for such vehicle.
5. 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 certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes.

ACORD. CERTIFICATE OF LIABILITY INSURANCE		OP ID: CLBL PAYEA-1	DATE (MM/DD/YYYY) 07/25/08
PRODUCER McCashland Kirby Insurance Age 8231 Northwoods Dr, Ste A Lincoln NE 68505 Phone: 402-466-2800 Fax: 402-466-3229		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Payson Capital Graphics, Inc. 615 So. 8th St. Lincoln NE 68508		INSURERS AFFORDING COVERAGE INSURER A: GENERAL CASUALTY CO. INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # 17884

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR POLY/LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CCS0289813	09/08/07	09/08/08	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 1000000								
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CBA0289813	09/08/07	09/08/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	CWC0289813	09/08/07	09/08/08	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 100000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 100000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 100000	E.L. DISEASE - EA EMPLOYEE	\$ 100000	E.L. DISEASE - POLICY LIMIT	\$ 500000
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$ 100000												
E.L. DISEASE - EA EMPLOYEE	\$ 100000												
E.L. DISEASE - POLICY LIMIT	\$ 500000												
	OTHER				PROPERTY 165000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 City of Lincoln, Lancaster County, and Public Building Commission are named as additional insureds.

CERTIFICATE HOLDER LINCOLN City of Lincoln Purchasing Division 440 S 8th St, Ste 200 Lincoln NE 68508	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE DICK MCCASHLAND <i>[Signature]</i>
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