

**AMENDMENT TO CONTRACT
PRINTING AND MAILING OF "LIVING WELL" MAGAZINE
RFP No. 12-119
City of Lincoln
(First & Final Renewal)**

This Amendment is hereby entered into by and between Moore Wallace North America, Inc., dba R.R. Donnelly, 2435 S. 130th Circle, Omaha, NE 68144 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of renewing a Contract dated March 7, 2013, Resolution. No. A-87242, (the "Contract"), for **Printing and Mailing of "Living Well" Magazine, RFP No. 12-119**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is March 7, 2013 through March 6, 2015, with the option to renew for one (1) additional two (2) year term upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Contract for one (1) additional two (2) year term beginning March 7, 2015 through March 6, 2017; and

WHEREAS, the estimated expenditures for the City for the term of this renewal shall not exceed \$55,000.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Resolution No. A-87242, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The Contract shall be renewed for one (1) additional two (2) year term beginning March 7, 2015 through March 6, 2017.
- 2) The estimated expenditures for the City for the term of this renewal shall not exceed \$55,000.00 without prior approval by the City of Lincoln.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

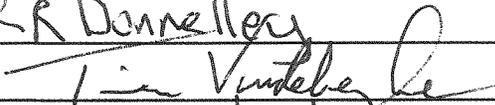
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
 PRINTING AND MAILING OF "LIVING WELL" MAGAZINE
 RFP No. 12-119
 City of Lincoln
 (First & Final Renewal)**

Supplier, please sign and date. Mail back to our office, a faxed copy is not acceptable.

Company Name:	RR Donnelley
By: (Please Sign)	
By: (Please Print)	Tim Vandenberghe
Title:	Sr. Sales Executive
Company Address:	2435 S. 130 th Circle Omaha, NE 68144
Company Phone & Fax:	402.330.0118 (FAX)
E-Mail Address:	tim.j.vandenberghe
Date:	2/27/15
Contact Person for: "Orders or Service"	Tim Vandenberghe
Phone Number:	402.778.7605 (O) 402.332.9535 (M)

City of Lincoln Signature Page

AMENDMENT TO CONTRACT
PRINTING AND MAILING OF "LIVING WELL" MAGAZINE
RFP No. 12-119
City of Lincoln
(First & Final Renewal)

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]
Mayor

Approved by Executive Order No. 83120

dated 3-30-15

CONTRACT DOCUMENTS

***City of Lincoln
Nebraska***

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

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

**City of Lincoln, Nebraska
Contract Agreement**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

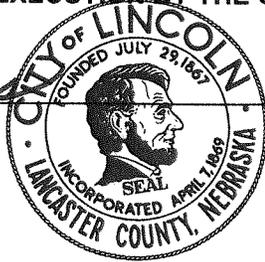
IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

John E. Rossett



CITY OF LINCOLN, NEBRASKA

Chris Beutler, Mayor

Chris Beutler

Approved by:

Resolution Order No.

A-87242

Dated

March 7, 2013

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

Tom Lucas

(SEAL)

Name of Corporation

RR Donnelley

Address

2435 S. 130th Circle Omaha, NE 68144

By:

Duly Authorized Official

Legal Title of Official

T. Vaughan
Sr. Sales Executive

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By:

Member

By:

Member

IF AN INDIVIDUAL:

Name

Address

Signature

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

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

Supplier Information

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

Signature _____

Supplier Notes

Bid Notes

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

Bid Activities

Bid Messages

Please review the following and respond where necessary

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

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

Line Items

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

Item Notes:

Supplier Notes:

Response Total: \$0.00

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

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

\$ _____ "Per M"

Optional Pricing

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

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

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

Color Proofs (per each) \$ _____

Plates (per each) \$ _____

Image-setting (per hour) \$ _____

Press set up \$ _____

Bindery costs \$ _____

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

Best and Final Offer

City of Lincoln/Lancaster County, Nebraska

RR Donnelley
Quotation: 13090036

Attachment A - Cost Proposal/Price List

Provide your total cost based on a "Per M" price for the printing and mailing of the 40 page Living Well Magazine
\$ 370.48 Per M

Optional Pricing

<u>Increase to 44 page self cover:</u>	Total for "Per M"	\$431.73
<u>Increase to 48 page self cover:</u>	Total for "Per M"	\$406.24

Preparatory

PDF/X1a files	0 @			\$5.00 ea
Color laser proofs; per page	0 @			\$1.50 ea
Contract Color Proof; per page	0 @			\$10.00 ea
Creative Services; per hour	0 @			\$180.97 hr

Press

4 pages 4/c sheeter	incl trimming	2-up	0 @		\$493.24 mr	\$6.48 /m
4 pages 5/c sheeter	incl trimming	2-up	0 @		\$620.54 mr	\$7.28 /m
8 page 4/c		1-up	0 @		\$557.46 mr	\$5.00 /m
8 page 5/c		1-up	0 @		\$711.74 mr	\$5.80 /m
16 pages 4/c		1-up	0 @		\$548.34 mr	\$8.24 /m
16 pages 4/c - repeat		1-up	0 @		\$466.64 mr	\$8.24 /m
16 pages 5/c		1-up	0 @		\$703.00 mr	\$9.18 /m
16 pages 4/c	as	2-8's	0 @		\$638.02 mr	\$8.85 /m
16 pages 4/c - repeat	as	2-8's	0 @		\$542.26 mr	\$8.85 /m
Press Stops (Plates Additional)			0 @		\$9.66 ea	
Number of Plates Changed			0 @		\$49.22 ea	
Plate Credit	Remember Neg \$\$		0 @		(\$35.23) ea	
Varnish setup			0 @		\$201.57 ea	
Varnish per pg Other		cover	0 @			\$0.950 /pg/m
Varnish per pg Other		text	0 @			\$0.950 /pg/m
Flood gloss UV coat 1/2 side of 4pp cover			0 @		\$62.32 mr	\$6.72 /m
Create window for inkjet address area			0 @		\$568.44 ea	
Add'l setup for dull UV coating			0 @		\$551.88 ea	
Crash Score 4 page cover	<6pt, no UV		0 @		\$150.00 mr	\$5.00 /m
Ink Blk	Ink	text	0 @			\$0.053 /pg/m
Ink 2/c	Ink	text	0 @			\$0.159 /pg/m
Ink 3/c	Ink	text	0 @			\$0.248 /pg/m
Ink 4/C	Ink	cover	0 @			\$0.362 /pg/m
Ink 4/C	Ink	text	0 @			\$0.335 /pg/m
PMS ink - mix			0 @		\$17.86 ea	
PMS ink - pages	Ink		0 @			\$0.322 /pg/m

Bindery

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

Per EACH Pricing

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

List Processing (see attached for additional services)

Initial Job Setup - Included in PreSort

Presort package includes CASS, DPV, Presort, Sequencing, Documentation, Inkjet Address output, and Mail.dat file

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