

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
Library Van Delivery Services
Bid No. 14-246**

**Mail Management Services, Inc.
4701 Pierce Drive, #A6
Lincoln, NE 68504
(402)890-2244**

**CITY OF LINCOLN
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Mail Management Services, Inc., 4701 Pierce Drive, #A6, Lincoln, Ne 68504**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "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:

Annual Requirements for Library Van Delivery Services, Bid No. 14-246

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 Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has 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

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/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract. The total cost of products or services for City departments shall not exceed \$40,000.00 during the contract term without approval.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to

register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The 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. Period of Performance. This Contract shall be effective upon execution by both parties. The term of the Contract shall be November 29, 2014 through November 28, 2015, with option to renew for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Supplier Response
 3. Addendum No. 1
 4. Special Provisions
 5. Specifications
 6. Employee Classification Act, Executive Order 83319
 7. Employee Classification Act Affidavit
 8. Instructions to Bidders
 9. Insurance Requirements
 10. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached.

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

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Sandy D. Dubois
Deputy
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]
Library Board President

Approved by:

Approved by Directorial Order 12152
dated November 21st 2014

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Mail Management Services, Inc.
Name of Corporation

4701 Pierce Drive #A6
(Address)

By: *Dan Borgen*
Duly Authorized Official
PRESIDENT
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

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

| Bid Information | | Contact Information | | Ship to Information |
|-----------------|--|---------------------|---|---------------------|
| Bid Creator | Sharon R. Mulder Asst Purchasing Agent | Address | Purchasing 440 S. 8th St. Lincoln, NE 68508 | Address |
| Email | smulder@lincoln.ne.gov | Contact | Sharon R. Mulder Asst Purchasing Agent | Contact |
| Phone | (402) 441-7428 | | | |
| Fax | (402) 441-6513 | | | |
| Bid Number | 14-246 Addendum 1 | Department | | Department |
| Title | Annual Requirements for Library Van Delivery Services | Building | Suite 200 | Building |
| Bid Type | Bid | Floor/Room | | Floor/Room |
| Issue Date | 10/03/2014 | Telephone | (402) 441-7428 | Telephone |
| Close Date | 10/17/2014 12:00:00 PM CT | Fax | (402) 441-6513 | Fax |
| Need by Date | | Email | smulder@lincoln.ne.gov | Email |

Supplier Information

Company Mail Management Services, Inc.
 Address 4701 Pierce Drive, # A6
 Lincoln, NE 68504
 Contact Dan Bargaen
 Department
 Building
 Floor/Room
 Telephone 1 (402) 8902244
 Fax
 Email dan@mailmanagementservices.com
 Submitted 10/16/2014 3:29:11 PM CT
 Total \$39,013.00

Signature Daniel J Bargaen

Email dan@mailmanagementservices.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

| # | Name | Note | Response |
|----|--|--|--|
| 1 | Instructions to Bidders | I acknowledge reading and understanding the Instructions to Bidders. | Yes |
| 2 | Insurance Requirements | I acknowledge reading and understanding the Insurance Requirements. | Yes |
| 3 | Sample Contract | I acknowledge reading and understanding the sample contract. | Yes |
| 4 | Specifications | I acknowledge reading and understanding the specifications. | Yes |
| 5 | Bid Documents | I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications. | Yes |
| 6 | Contact | Name of person submitting this bid: | Dan Bargaen |
| 7 | Years in Business | How many years has your business been in operation? | 8 |
| 8 | Experience | Do you have owner or manager experience? | OWNER OF BUSINESS |
| 9 | Routed Services | Do you have experience with similar routed services? | YES, WE CURRENTLY PROVIDE MAIL DELIVERY SERVICES FOR MULTIPLE COMPANIES IN LINCOLN, INCLUDING THE STATE OF NEBRASKA. ALSO, HAVE (4) CONTRACTED MAIL ROUTES WITH USPS THAT RUN 6 DAYS A WEEK. WE USE 16-20 FT. CUBE TRUCKS. |
| 10 | Employees | List number of employees part time and full time. | 4 PART TIME. 5 FULL TIME. |
| 11 | Licensing | Does your company meet licensing requirements for this type of service? | YES |
| 12 | Bonded and Insured | Are your drivers bonded and insured? | YES |
| 13 | Driver's | Are you driver's employees with your company or contractors? | DRIVERS ARE EMPLOYEES. |
| 14 | References | I have attached my References to the Response Attachment section of this bid. | Yes |
| 15 | Background Checks | Does your company preform background checks of its employees? | YES |
| 16 | Special Provision Term Contract Provisions | I acknowledge reading and understanding the Special Provision Term Contract Provisions. | Yes |
| 17 | Renewal is an Option | Contract Extension Renewal is an option. | Yes |
| 18 | Term Clause of Contract | I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. (a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____ | YES, BID PRICES ARE FIRM FOR FIRST (2) YEAR PERIOD. SUBJECT TO ESCALATION THERE AFTER. |

| | | | |
|----|--------------------------------|---|-----|
| 19 | Employee Class Act EO | I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319. | Yes |
| 20 | Employee Class Act Affidavit | I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract. | Yes |
| 21 | Tax Exempt Certification Forms | Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.) | Yes |
| 22 | Electronic Signature | Please check here for your electronic signature. | Yes |
| 23 | 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 Bid Attachments section for Addendum information. | Yes |

Line Items

| # | Qty | UOM | Description | Response |
|-----------------|-----|------|---|-------------|
| 1 | 300 | Days | Daily cost to provide delivery service to all libraries per specifications | \$130.00 |
| | | | Item Notes: Listed quantity is an approximate total of days for delivery service. Price is per day! | |
| | | | Supplier Notes: | |
| 2 | 1 | Each | Optional - List Your Price for Additional Locations if another library was added | \$13.00 |
| | | | Item Notes: Price is per Stop Cost | |
| | | | Supplier Notes: | |
| Response Total: | | | | \$39,013.00 |
