

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 17, 2019 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE REQUEST FOR PROPOSALS COMMUNITY EVENT GUIDE PRINTING AND DISTRIBUTION	◆RESOLUTION ORDINANCE RECEIVE/FILE	MITCH BEAUMONT COMMUNITY RELATIONS COORDINATOR

SYNOPSIS

A resolution has been prepared authorizing the issuance of a Request for Proposals for the printing and distribution of a Community Event Guide.

FISCAL IMPACT

The FY19/FY20 Biennial Budget contains funding for the proposed project.

RECOMMENDATION

Approval.

BACKGROUND

City of La Vista Strategic Plan 2018-2020 identifies the goal of developing an annual community event guide, to provide a more comprehensive glimpse to residents of upcoming events and programs. Over the past year, a staff work group has been reviewing and evaluating examples from other communities, creating and compiling content, and ultimately formulating strategy for the frequency and timing of this publication. The content will include some basic City information along with facility, program and event info from the Recreation Department, Library and other departments that will host special events. The current intention is to publish twice a year covering the spring/summer months and fall/winter months.

This is a new publication of significant size, as such bids are being solicited for printing and distribution.

A copy of the RFP is attached.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE REQUEST FOR PROPOSALS FOR PRINTING AND MAILING SERVICES FOR THE COMMUNITY EVENT GUIDE.

WHEREAS, the Mayor and Council have determined that printing and mailing services are necessary; and

WHEREAS, the FY 19/20 Biennial Budget provides funding for the proposed services; and

WHEREAS, proposals will be due January 9, 2020 with the approval of selected firm by the City Council on January 21, 2020, subject to the discretion of the City;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the request for proposals for printing and mailing services for the Community Event Guide.

PASSED AND APPROVED THIS 17TH DAY OF DECEMBER, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

City of La Vista, Nebraska



Request for Proposals

Community Event Guide – Printing and Mailing Services

ISSUE DATE:

December 18, 2019

SUBMISSIONS DUE:

January 9, 2020 – 10:00 a.m. CST*

*Late Proposals Will Be Rejected

REPLY TO:

Pamela A. Buethe
City Clerk
8116 Park View Blvd.
La Vista, NE 68128
pbuethe@cityoflavista.org
402.331.4343

CITY OF LA VISTA

REQUEST FOR PROPOSAL AND BID SHEET ON:

COMMUNITY EVENT GUIDE PRINTING AND MAILING SERVICES

NOT AN ORDER

From: City of La Vista

Published:
December 25, 2019

City Clerk
8116 Park View Blvd.
La Vista, Nebraska 68128

BID DEADLINE:
January 9, 2020 at 10:00 a.m.
La Vista City Hall
8116 Park View Blvd.

(Contract Award Scheduled for January 21, 2020.)

The City of La Vista is requesting proposals for printing and mailing services for the semiannual Community Event Guide.

GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS

(Incorporated herein and made part of these specifications)

1. Any discount quoted will be deducted from the price when bill is paid. All appropriate government discounts should apply.
2. The owner reserves the right to reject any or all bids, and to waive informalities or irregularities in the bidding, and to negotiate contract terms with the various bidders when such is deemed by the owner to be in its best interest. The right is also reserved to accept or reject any part of bid unless otherwise indicated by vendor.
3. Instructions, manufacturer's catalog numbers, etc., where shown herein are for descriptive purposes to guide the bidder in interpreting the standard, quality, design, and performance desired and shall not be construed to exclude proposals based on furnishing other types of materials.
4. Any substitutions must equal or surpass the specifications. When submitting a substitute article as equal, full name and description must be given, the City reserving the right, however, of deciding upon its suitability for the purpose intended.
5. Prices quoted shall not be subject to increase during the entire term of the contract. However, should there be a reduction in the price of any one or more items covered by the contract, during the period of the contract, the price to the City of La Vista shall be reduced to equal the revised list price less the discount herein quoted.

6. The City shall have the right to inspect any material or services specified herein. Equipment, supplies or services that fail to comply with the specification herein as regards to design, material, or workmanship are subject to rejection at the option of the City. Any materials rejected shall be removed from the premises of the City of La Vista at the expense of the vendor.
7. All prices and notations must be in ink or typewritten. Mistakes may be crossed out, and corrections typed adjacent and must be initialed in ink by person signing the proposal.
8. No bid may be withdrawn after the scheduled closing time for receipt of bids for at least sixty (60) days.
9. Bids must be submitted on the forms provided in a sealed envelope plainly marked "**SEALED BID**" with material description, date and time of closing written thereon. All bid proposals must be signed by an authorized officer or employee of the company and include the firm name.
10. **Questions should be directed to Pam Buethe, City Clerk, at 402-331-4343 or by e-mail to pbuethe@cityoflavista.org before quotation is submitted.** As required by State Law, neither the vendor nor his subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to their hire, tenure, terms, conditions, or privileges of employment or because of their race, color, religion, sex, disability, or natural origin.

ADDITIONAL REQUIREMENTS

Notwithstanding anything in these specifications to the contrary:

1. Purchase Order. The City of La Vista shall issue a purchase order to the successful bidder that contains "Terms of Purchase." By submitting its bid, each bidder agrees to be bound by all terms and conditions of said purchase order if it becomes the successful bidder.
2. Taxes. Purchases by the City are exempt from the payment of federal excise taxes and Nebraska sales and use taxes and all such taxes shall be excluded from bids. Tax exemption certificates will be provided upon request.
3. Modifications. Bidder understands, acknowledges and agrees that no employee, agent or representative of the City has any authority to make any representations, statements, warranties, agreements or modifications to, of or regarding these specifications or any contract of the City without the written approval of the City Administrator; provided, however, that any representation, statement, warranty, agreement or modification that has any actual or potential impact to the City of more than \$5,000 shall require the prior written approval of the Mayor and City Council of the City of La Vista.
4. Fair Labor Standards. Pursuant to Neb. Rev. Stat. Section 73-102, by submitting a bid, supplier hereby represents and certifies to the City of La Vista that supplier is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and, if supplier is the successful bidder, in the execution and performance of the contract on which it is bidding; and in the execution and performance of said contract, fair labor standards will be maintained.

CITY OF LA VISTA
REQUEST FOR PROPOSALS
ON: COMMUNITY EVENT GUIDE PRINTING AND MAILING SERVICES

THE UNDERSIGNED BIDDER HEREBY PROPOSES TO FURNISH AND DELIVER TO THE CITY OF LA VISTA, NEBRASKA THE FOLLOWING MATERIALS AND SERVICES IN ACCORDANCE WITH THE SPECIFICATIONS, BIDDING DOCUMENTS, AND OTHER CONTRACT DOCUMENTS, AND WITHIN THE TIME PERIOD SPECIFIED HEREIN, IN CONSIDERATION OF THE PRICES AS FOLLOWS:

STANDARD BID

Company Name:	
Address:	
City, State, Zip:	
Phone Number:	
Fax Number:	
E-Mail Address:	
Billing Contact:	
Printing Contact Person:	
Alternate Contact:	

Remember to Include:

- *Three (3) local references*
- *Three (3) print job samples comparable to the specifications of the Community Event Guide*
- *Guarantee of being continuously in business under same company name for at least three (3) years*

PUBLICATION DETAILS

Alternate 1 – Publication Description		
	Count	Frequency
Community Event Guide - <i>44 pages including cover</i>	8,100 Units	2 Issues per Year
<p>Description:</p> <ul style="list-style-type: none"> • 80# Gloss Book Weight, Self Cover <ul style="list-style-type: none"> ▪ 11 x 17 folded to 8½ x 11 • Printed Front & Back <ul style="list-style-type: none"> ▪ 4 Color ▪ Full Bleed • Saddle Stitch (Two Staples) • Preparation and Delivery to Post Office of 7,900 Units <ul style="list-style-type: none"> ▪ Apply Tabs to Close Mailer ▪ Publication to be Mailed Flat ▪ Mailed under Bulk Mail Permit ▪ Postage to be Paid by the City • Delivery of Remainder 200 Units to City Hall • The City of La Vista shall own the rights to the deliverables produced under this agreement. 		
TOTAL COST PER ISSUE:		\$

Alternate 2 – Publication Description		
	Count	Frequency
Community Event Guide - <i>48 pages including cover</i>	8,100 Units	2 Issues per Year
<p>Description:</p> <ul style="list-style-type: none"> • 80# Gloss Book Weight, Self Cover <ul style="list-style-type: none"> ▪ 11 x 17 folded to 8½ x 11 • Printed Front & Back <ul style="list-style-type: none"> ▪ 4 Color Throughout ▪ Full Bleed • Saddle Stitch (Two Staples) • Preparation and Delivery to Post Office of 7,900 Units <ul style="list-style-type: none"> ▪ Apply Tabs to Close Mailer ▪ Publication to be Mailed Flat ▪ Mailed under Bulk Mail Permit ▪ Postage to be Paid by the City • Delivery of Remainder 200 Units to City Hall • The City of La Vista shall own the rights to the deliverables produced under this agreement. 		
TOTAL COST PER ISSUE:		\$

Alternate 3 – Publication Description		
	Count	Frequency
Community Event Guide - 52 pages including cover	8,100 Units	2 Issues per Year
<p>Description:</p> <ul style="list-style-type: none"> • 80# Gloss Book Weight, Self Cover <ul style="list-style-type: none"> ▪ 11 x 17 folded to 8½ x 11 • Printed Front & Back <ul style="list-style-type: none"> ▪ 4 Color ▪ Full Bleed • Saddle Stitch (Two Staples) • Preparation and Delivery to Post Office of 7,900 Units <ul style="list-style-type: none"> ▪ Apply Tabs to Close Mailer ▪ Publication to be Mailed Flat ▪ Mailed under Bulk Mail Permit ▪ Postage to be Paid by the City • Delivery of Remainder 200 Units to City Hall • The City of La Vista shall own the rights to the deliverables produced under this agreement. 		
TOTAL COST PER ISSUE:		\$

NOTE: The number of pages will be determined by content and may vary per issue.

1. In submitting this bid, the undersigned declares that he/she is of lawful age and that he/she executed the accompanying bid on behalf of the bidder therein named. The undersigned declares that he/she has lawful authority to execute the bid, and said bidder has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bids or any bids, the limiting of the bid or bidders, the parceling or farming out to any bidder or bidders, or other persons or any part of the Contract or any part of the subject matter of the bid or bids or of the profits thereof. He/she also declares that the bidder has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with him/her in said bid or bids, until after said sealed bid or bids are opened.
2. The undersigned further declares that he/she has carefully examined the General Conditions and Instructions for Bidders, Additional Requirements, Specifications, and other contract Documents, and that he/she has satisfied himself/herself as to all quantities, delivery and to the right of the City to order additional quantities of material at the unit bid prices.
3. It is understood the City will pay in a prompt and timely manner.
4. The undersigned acknowledges receipt of the following written addenda (insert "none" if none were received):

5. It is understood that the General Conditions and Instructions for Bidders, Additional Requirements, Specifications, Bid Form and Agreement all form the contract Documents and are fully a part of the contract Agreement as if each were fully repeated therein.

Dated this ____ day of _____, 2020.

Bidder/Company

Signature

Print Name

Title

Email Address

Address

Telephone Number

Facsimile Number

SPECIFICATIONS FOR COMMUNITY EVENT GUIDE PRINTING AND MAILING SERVICES

The following specifications shall apply to purchases of Community Event Guide Printing and Mailing Services for the City of La Vista, Nebraska, herein called the City. At this time, the City has the following minimum quantities of electronic documents to be printed. The City reserves the right to waive minor technicalities under this Specification.

Publication Description	#Per Publication	Frequency of Publication
<i>Community Event Guide</i>	8,100 Units	2 Issues per Year

1.0 GENERAL REQUIREMENTS:

- 1.1 The vendor shall supply the City of La Vista with a minimum of three (3) local references that you have provided printing services to.
- 1.2 The vendor shall supply the City of La Vista with a minimum of three (3) print job samples comparable to the specifications of the Community Event Guide.
- 1.3 The vendor shall have been continuously in business under the same company name for at least three (3) years.
- 1.4 The vendor must be able to print quality black & white documents as well as quality spot color or four-color documents.
- 1.5 The vendor must be able to print digital camera photographs supplied in electronic format.

2.0 SPECIFICATIONS:

- 2.1 Printing of Desk Top Publishing documents in electronic format:
 - All documents will be supplied in electronic format. Documents will be created in the most-current version of Adobe InDesign.
- 2.2 Vendor shall provide one (1) proof to City for approval prior to printing and mailing of the publication.

3.0 MATERIAL:

- 3.1 All paper used for printing these documents shall be new and of the best quality and shall be applied in accordance with the manufacturer's recommendations and the

latest industry standards. The paper may contain recycled content, so long as the appearance of the paper is approved by the City of La Vista. Paper substitutions must be approved in writing.

4.0 DELIVERY AND PACKAGING:

- 4.1. All documents delivered shall be as they were provided electronically unless the City gives written authorization for a modification.
- 4.2. All delivery costs shall be included in the bid price for each publication.
- 4.1 All original documents shall be packaged to fully protect documents during shipment. Documents shall be packaged in quantities to allow for manual handling of the delivered packages.
- 4.2 Delivery of all material shall be made during normal working hours (8:00 a.m. – 4:30 p.m.) Monday through Friday, exclusive of holidays, unless special arrangements are made.
- 4.3 Slippage of delivery dates is not acceptable, unless the City of La Vista does not deliver the electronic document in accordance with the established schedule.
- 4.4 Delivery of all printed documents for *Community Event Guide* shall be made within twenty (20) working days of delivery of the electronic document.
- 4.5 A delivery schedule for all publications will be delivered to the successful bidder when the contract is signed.

5.0 SETUP REQUIREMENTS:

- 5.1 The vendor will supply their requirements for settings for color, graphics, fonts and other relevant settings for the preparation of the electronic documents in advance. The City of La Vista will provide the vendor with the electronic documents in final form.

CITY OF LA VISTA, NEBRASKA

SAMPLE AGREEMENT BETWEEN CITY AND VENDOR

FOR COMMUNITY EVENT GUIDE PRINTING AND MAILING SERVICES

THIS AGREEMENT also referred to as "Contract" is made and entered into this _____ day of _____, 2020, by and between the City of La Vista, Nebraska, hereinafter the "Vendor";

WITNESSETH:

WHEREAS, the City has caused to be prepared, General Conditions and Instructions for Bidders, Additional Requirements, Bid Form, this Agreement, Specifications and other contract Documents, for the materials and services herein described, and has approved and adopted these said Contract Documents and has caused to be published, an advertisement inviting sealed bids for furnishing materials, labor, tools, equipment and transportation necessary for, and in connection with this Agreement; and

WHEREAS, the Vendor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed bid in accordance with the terms of this Agreement; and

WHEREAS, the City, has opened, examined and reviewed the Bids submitted, and as a result of this review has, determined and declared the Vendor to be the lowest and most responsible bidder for providing the said materials and services, and has duly awarded to the said Vendor a contract therefore upon the terms and conditions set forth in this Agreement and for the sum or sums named in the Bid Form attached to and made a part of this Agreement.

NOW THEREFORE, in consideration of the compensation to be paid the Vendor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors, and the Vendor for itself, himself/herself or themselves, its, his/her or their successors and assigns, or its, his/her or their executors and administrators, as follows:

ARTICLE I. The Vendor will furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the work as designated, described and required by the Contract Documents, all in accordance with the General Conditions and Instructions for Bidders, Additional Requirements, Bid Form, this Agreement, Specifications and other contract Documents on file with the City Clerk of La Vista, Nebraska, all of which Contract Documents form the Contract, and are as fully a part hereof as if repeated verbatim herein; all work to be done and materials delivered in a good, substantial and workmanlike manner and to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Nebraska and the United States of America.

ARTICLE II. The City shall pay to the Vendor for the performance of the work embraced in this contract, and the Vendor will accept in full compensation therefore, the sum of money as noted below in the Publication Costs Chart. This will be referred to as contract Price, (subject to adjustment as provided by and in accordance with the Contract Documents) for all work covered by and included in the Contract award. The payment thereof to be made in cash or its equivalent and in the manner provided in the contract Documents. The City reserves the right to make additions and deletions to the contract Documents as provided in the Contract Documents.

PUBLICATION COSTS CHART

Publication	Frequency	Cost Per Issue
Community Event Guide – Alternate 1 – 44 Pages	2 Issues	\$
Community Event Guide – Alternate 2 – 48 Pages	2 Issues	\$
Community Event Guide – Alternate 3 – 52 Pages	2 Issues	\$

ARTICLE III. The Vendor shall commence work on _____, and will complete all work covered by this contract on or before _____.

ARTICLE IV. The Vendor shall not subcontract, sell, transfer, assign or otherwise dispose of the contract or any portion thereof without previous written consent of the City. No subcontracts, or other transfer of Contract, shall release the Vendor of its liability under the Contract.

ARTICLE V. Vendor specifically acknowledges and confirms that it has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in the other Contract Documents and knowingly accepts same.

ARTICLE VI. It is specifically agreed between the parties executing this Agreement, that the contract Documents are not intended to create any third party beneficiary relationship. Nor are they to authorize anyone, not a party to this Agreement, to maintain a suit for personal injuries or property damage, pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE VII. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein or in the other contract Documents.

ARTICLE VIII. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Nebraska.

ARTICLE IX. All local, state and federal laws and requirements as described in the Contract Documents that apply to this Agreement shall be incorporated herein by reference.

ARTICLE X. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

ARTICLE XI. Either party may at any time, upon forty-five (45) days prior written notice to the other party terminate this Agreement.

IN WITNESS WHEREOF, the City of La Vista, Nebraska has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Vendor has executed _____ counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF LA VISTA, NEBRASKA

(S E A L)

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Vendor

BY: _____
Signature

(S E A L)

ATTEST:

Address

Secretary

City, State, Zip

Phone Number

Facsimile Number

Email Address

(If the president of the corporation or general partner of the partnership does not execute the Contract, please provide documentation, which authorizes the signatory to bind the corporation or partnership.)