

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
MAY 3, 2022 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPROVE AGREEMENT – PRINTING & MAILING SERVICES	◆RESOLUTION ORDINANCE RECEIVE/FILE	MITCH BEAUMONT COMMUNICATION MANAGER

**SYNOPSIS**

A resolution has been prepared to approve an agreement with Colonial Press, La Vista, NE, to provide printing and mailing services associated with Community Guides, quarterly newsletters, and special event/project postcards.

**FISCAL IMPACT**

The FY21/FY22 Biennial Budget provides funding for the proposed project. The FY23/FY24 Biennial Budget request will include funding for the proposed project.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City recently solicited proposals for printing and mailing services related to Community Guides, newsletters, and postcards. Two (2) proposals were submitted and reviewed by staff, and it is recommended Colonial Press be selected for this project. Colonial Press was the lowest, most responsible bidder meeting all specifications outlined in the RFP (a copy of the evaluation sheet is attached).

**Bidder**

Colonial Press – La Vista, NE  
Aradius Group – Omaha, NE

A copy of the agreement is attached.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH COLONIAL PRESS, LA VISTA, NEBRASKA, FOR PRINTING AND MAILING SERVICES.

WHEREAS, the Mayor and City Council have determined that printing and mailing services for Community Guides, newsletters, and postcards are necessary; and

WHEREAS, proposals were solicited, and two proposals were received and reviewed; and

WHEREAS, it is determined that Colonial Press is the lowest, most responsible bidder meeting all specifications outlined in the request for proposals; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed services;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that an agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with Colonial Press, La Vista, Nebraska, for printing and mailing services.

PASSED AND APPROVED THIS 3RD DAY OF MAY 2022.

CITY OF LA VISTA

ATTEST:

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Douglas Kindig, Mayor

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Pamela A. Buethe, MMC  
City Clerk

**CITY OF LA VISTA, NEBRASKA**  
**AGREEMENT BETWEEN CITY AND VENDOR**  
**FOR PRINTING AND MAILING SERVICES**

THIS AGREEMENT also referred to as "Contract" is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of La Vista, Nebraska, hereinafter the "City" and Colonial Press, 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 Guide – Alternate 1 – 44 Pages	2 Issues per Year*	\$ 10,403.87
Community Guide – Alternate 2 – 48 Pages		\$ 10,843.48
Community Guide – Alternate 3 – 52 Pages		\$ 12,156.73
Newsletter – Alternate 1 – 16 pages	4 Issues per Year*	\$ 4,248.55
Newsletter – Alternate 2 – 20 pages		\$ 5,580.32
Newsletter – Alternate 3 – 24 pages		\$ 6,156.60
Newsletter Insert with Tabs	0 to 4 per Year	\$ 1,681.43
Postcards	0 to 5 per Year	\$ 1,196.94

\* Since the contract start date will be June 1, 2022, there will only be one (1) issue of the Community Guide and two (2) issues of the Newsletter for the 2022 calendar year.

ARTICLE III. The Vendor shall commence work on June 1, 2022 and will complete all work covered by this contract on or before December 31, 2024.

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 this Contract in the prescribed form and manner, the day and year first above written.

CITY OF LA VISTA, NEBRASKA

(S E A L)

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

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Vendor

(S E A L)

BY: \_\_\_\_\_  
Signature

ATTEST:

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Address

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Secretary

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City, State, Zip

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Phone Number

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Facsimile Number

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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.)

**Printing Mailing Services**  
**Proposal Evaluation Worksheet**

April 2022

**Proposal #1**

**Proposal #2**

**Proposal #3**

**Proposal #4**

**Proposal #5**

**Vendor Name**

Aradius Group

Colonial Press

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Required Contents of Proposal**

Transmittal Letter	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Rate Proposal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
References	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Declaration of Bidder	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Sample Documents	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**Community Event Guide**

Cost Per Issue - Alternate 1:	\$ <u>10,927. 65</u>	\$ <u>10,403. 87</u>	\$ _____	\$ _____	\$ _____
Cost Per Issue - Alternate 2:	\$ <u>10,584. 25</u>	\$ <u>10,843. 48</u>	\$ _____	\$ _____	\$ _____
Cost Per Issue - Alternate 3:	\$ <u>12,155. 96</u>	\$ <u>12,156. 73</u>	\$ _____	\$ _____	\$ _____

**Postcards**

Cost Per Issue:	\$ <u>1,346. 75</u>	\$ <u>1,196. 94</u>	\$ _____	\$ _____	\$ _____
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**Newsletter**

Cost Per Issue - Alternate 1:	\$ <u>4,776. 49</u>	\$ <u>4,248. 55</u>	\$ _____	\$ _____	\$ _____
Cost Per Issue - Alternate 2:	\$ <u>6,031. 76</u>	\$ <u>5,580. 32</u>	\$ _____	\$ _____	\$ _____
Cost Per Issue - Alternate 3:	\$ <u>6,285. 92</u>	\$ <u>6,156. 60</u>	\$ _____	\$ _____	\$ _____

**Newsletter Insert with Tabs**

Cost Per Issue:	\$ <u>3,797. 92</u>	\$ <u>1,681. 43</u>	\$ _____	\$ _____	\$ _____
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