

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 15, 2022 AGENDA**

Subject:	Type:	Submitted By:
REQUEST FOR PROPOSALS – PRINTING & MAILING SERVICES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	MITCH BEAUMONT COMMUNICATION MANAGER

SYNOPSIS

A resolution has been prepared to authorize the issuance of a Request for Proposals for printing and mailing services associated with Community Guides, quarterly newsletters and postcards.

FISCAL IMPACT

The FY21/FY22 Biennial Budget provides funding for the proposed services.

RECOMMENDATION

Approval.

BACKGROUND

The City issued an RFP for printing and mailing services in December 2019 for the Community Guide, but has not issued an RFP for multiple print products in at least the last 13 years. Each year the City produces four (4) quarterly newsletters, two (2) Community Guides and several postcards. In order to procure the best price for these services, an RFP combining the printing and mailing services for these print products has been developed.

It is anticipated that the RFP results will be brought back to Council for contract award on May 3, 2022.

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 COMMUNITY GUIDES, QUARTERLY NEWSLETTERS, AND POSTCARDS.

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

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

WHEREAS, proposals will be due April 8, 2022 with the approval of selected vendor by the City Council on May 3, 2022, 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 Community Guides, quarterly newsletters, and postcards.

PASSED AND APPROVED THIS 15TH DAY OF MARCH 2022.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

City of La Vista, Nebraska
Request for Proposals



Printing & Mailing Services

ISSUE DATE:
March 16, 2022

SUBMISSIONS DUE:
April 8, 2022 – 10:00a.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, Nebraska
Request for Proposals
Printing & Mailing Services**

Published	March 23, 2022
Deadline for Questions	April 1, 2022
Deadline for Submission of Proposals	April 8, 2022

Proposal Submission

Sealed proposals will be received until 10:00 a.m. local time on April 8, 2022, at the La Vista City Hall, 8116 Park View Blvd., La Vista, Nebraska, 68128. Proposals received after this time will not be accepted.

Proposal submittals should be addressed as follows:

City of La Vista – Sealed Proposal for Printing & Mailing Services

Attn: Pamela A. Buethe, City Clerk
8116 Park View Blvd.
La Vista, NE 68128-2198

It should be noted that all information submitted to the City is subject to the open records laws of the State of Nebraska. Proprietary information must be appropriately marked.

The City of La Vista reserves the right to disqualify incomplete proposals, waive minor defects in proposals, waive formalities or irregularities, request additional information from any respondent, change or modify the scope of the project, negotiate terms with one or more of the respondents, reject any or all proposals, and/or take any steps it deems necessary to act in the City's best interest, without penalty.

City of La Vista, Nebraska

Request for Proposals

Printing & Mailing Services

Notice

The City of La Vista is accepting proposal from qualified vendors for printing and mailing services for Community Guides, newsletters, and postcards.

Background

The City of La Vista publishes two (2) Community Guides and four (4) newsletters annually. For special events/projects, the City may also publish postcards up to five (5) times per year. These documents are mailed out to approximately 8,400 residential and commercial addresses. Due to the anticipated contract start date of June 1, 2022, there will only be one (1) Community Guide and two (2) newsletters published in the 2022 calendar year.

General Information

La Vista is one of the fastest growing cities in the State of Nebraska with a population of approximately 17,000. It is a relatively young, progressive city situated in the southwestern portion of the Omaha Metropolitan Area. The City has a Mayor-Council form of government and employs a professional City Administrator to serve as the chief administrative officer of the City. La Vista has seven departments including Administration, Administrative Services, Community Development, Library, Police, Public Works, and Recreation.

Period of Performance

A contract awarded as a result of the RFP will be for a term of two-years and six months and is intended to begin on June 1, 2022 and end on December 31, 2024.

Tentative Schedule

The following dates are being provided for your information and planning purposes. Although every effort will be made to follow this schedule, we reserve the right to modify the dates as necessary.

<u>Action</u>	<u>Date</u>
Release of RFP	March 16, 2022
Published	March 23, 2022
Deadline for Questions	April 1, 2022
Deadline for Submission of Proposals	April 8, 2022
Vendor Interviews, if applicable, week of	April 11, 2022
Contract Awarded	May 3, 2022
Contract Start Date	June 1, 2022

Required Contents of Proposals

At a minimum, each proposal must include the following:

1. Transmittal Letter – Provide a transmittal letter signed by an authorized representative of the firm.
2. Attachment A: Rate Proposal (Pages 7 - 9 of 15)
3. Attachment B: References (Page 10 of 15)
4. Attachment C: Declaration of Bidder (Page 11 of 15)
5. Copies of Sample Documents Requested by the City (See Page 5, Item 1.2)

General Conditions and Instructions for Bidders

These General Conditions and Instructions for Bidders are incorporated herein and made part of these specifications.

1. Interested firms shall submit one (1) unbound, single-sided original of bidding documents on standard weight paper (no heavy weight paper or tabbed dividers). Sample printed materials shall be comparable to specifications of the documents listed on pages 8-9 of this request for proposals.
2. Faxes or electronic submissions, or any other media other than listed in #1 are not acceptable.
3. Any proposer may withdraw his/her proposal, either personally or by written request, at any time prior to the closing time for receipt of proposals.
4. Proposals received after the scheduled closing time for receipt of proposals will be returned, unopened to the proposer(s).
5. No bid may be withdrawn after the scheduled closing time for receipt of bids for at least sixty (60) days.
6. The City of La Vista is not bound to recommend a proposal on the basis of the lowest quoted price alone.
7. Any discount quoted will be deducted from the price when bill is paid. All appropriate government discounts should apply.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.

13. 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.
14. Bids must be submitted on the forms provided in a sealed envelope plainly marked **"Sealed Proposal for Printing & Mailing Services"** 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.
15. Questions regarding the scope of work and specifications received less than five (5) business days before the proposal opening shall not be answered. Any interpretation or correction of the proposed documents will be made only by addendum, duly issued, and a copy of such addendum will be posted on the City's website: CityofLaVista.org. The City is not responsible for any other explanations or interpretations of the proposed documents. **Questions should be directed to Pam Buehe, City Clerk, at 402-331-4343 or by e-mail to PBuehe@CityofLaVista.org before proposal is submitted.**
16. 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. 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.
2. 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.
3. 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.
4. Shipping. Publications must be dropped at the central Omaha office of the United States Postal Service, which is located at 1124 Pacific St. Rm 107, Omaha, NE 68108.

SPECIFICATIONS FOR PRINTING & MAILING SERVICES

The following specifications shall apply to purchases of Printing & 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>	8,600 Units	2 Issues per Year
<i>Newsletter</i>	8,600 Units	4 Issues per Year
<i>Newsletter Insert with Tabs</i>	8,600 Units	0 – 4 per Year
<i>Postcards</i>	8,600 Units	0 – 5 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 the vendor has 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 Guide and/or Newsletter and a minimum of two (2) print job sample comparable to the specifications of the Postcards.
- 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 Guide, Postcards, and Newsletters* shall be made within ten (10) 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.

6.0 POSTAGE:

- 6.1 The vendor will indicate in the rate proposal whether postage will be pre-paid by the vendor and invoiced to the City or paid by a City check listing the United States Postal Service (USPS) as the payee. If the postage is to be pre-paid by the vendor, the vendor must submit a separate invoice to the City for the cost of the postage. There shall be no markup on the cost of the postage. If the postage is to be paid by a City check listing the USPS as the payee, the vendor shall submit a copy of the completed PS Form 3602-R to the City. The City will prepare the check and notify the vendor when the check is ready. It shall be the responsibility of the vendor to pick up the check from City Hall and deliver the check to the USPS with the mailing.



City of La Vista, Nebraska
Request for Proposals
Printing & Mailing Services

ATTACHMENT A: RATE PROPOSAL

Legal Name of Company: _____

Address _____

City _____ State _____ Zip _____

Tax ID Number _____

Contact Person: _____ Title _____

Phone _____ Fax _____

E-mail Address _____

Alternate Person: _____ Title _____

Phone _____ Fax _____

E-mail Address _____

ADDENDA:

*Proposer shall insert number of each addendum received. If no addenda were received, please mark "**NONE**".*

No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ NONE _____

Postage:

Please indicate how postage will be paid.

☐ Postage will be pre-paid by vendor, and a separate invoice for postage will be submitted to the City.

☐ Vendor will submit a copy of the completed PS Form 3602-R to the City and ask the City to prepare a check listing the United States Postal Service as the payee. *Vendor is responsible to pick up the check from City Hall and deliver the check to the USPS with the mailing if this option is selected.*

Community Event Guide

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

Count

8,600 Units

Frequency

2 Issues per Year*

Specifications:

- 80# Gloss Book Weight, Self Cover
 - 11 x 17 folded to 8½ x 11
- Printed Front & Back
 - 4 Color
 - Full Bleed
- Saddle Stitch (Two Staples)
- Preparation and Delivery to Post Office of 8,400 Units
 - 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.

Alternate 1: 44 pages including cover – Total Cost Per Issue	\$
Alternate 2: 48 pages including cover – Total Cost Per Issue	\$
Alternate 3: 52 pages including cover – Total Cost Per Issue	\$

**Since the contract start date will be June 1, 2022, there will only be one (1) issue for the 2022 calendar year.*

Postcards

Count

8,600 Units

Frequency

Optional: 0 to 5 per Year

Specifications:

- 100# Gloss Cover
 - 8¾ x 5¾
- Printed Front & Back
 - 4 Color
 - Full Bleed
- Trim, as necessary
- Preparation and Delivery to Post Office of 8,400 Units
 - 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	\$
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Newsletter

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

Count

8,600 Units

Frequency

4 Issues per Year*

Specifications:

- 80# Gloss Book Weight, Self Cover
 - 11 x 17 folded to 8½ x 11
- Printed Front & Back
 - 4 Color
 - Full Bleed
- Saddle Stitch (Two Staples)
- Preparation and Delivery to Post Office of 8,400 Units
 - 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.

Alternate 1: 16 pages including cover – Total Cost Per Issue	\$
Alternate 2: 20 pages including cover – Total Cost Per Issue	\$
Alternate 3: 24 pages including cover – Total Cost Per Issue	\$

**Since the contract start date will be June 1, 2022, there will only be two (2) issues for the 2022 calendar year.*

Newsletter Insert with Tabs**Count**

8,600 Units

Frequency*Optional: 0 to 4 per Year***Specifications:**

- 80# Gloss Book Weight
 - Trimmed to 8½ x 11
- Printed Front & Back
 - 4 Color
 - Full Bleed
- Insert in Newsletter, Fold Newsletter, and Apply Tabs to Close Mailer
- Preparation and Delivery to Post Office of 8,400 Units
 - 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	\$
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City of La Vista, Nebraska
Request for Proposals
Printing & Mailing Services

ATTACHMENT B: REFERENCES

Every vendor is expected to provide three (3) local references with accurate contact information. Every proposal/bid must include this sheet to facilitate proposal evaluation. This is a requirement that will not be waived. "Local reference" is defined as a reference from within the state of Nebraska.

REFERENCE 1:

Name of Company _____

Address _____

City _____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____ Email _____

REFERENCE 2:

Name of Company _____

Address _____

City _____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____ E-mail _____

REFERENCE 3:

Name of Company _____

Address _____

City _____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____ E-mail _____



City of La Vista, Nebraska
Request for Proposals
Printing & Mailing Services

ATTACHMENT C: DECLARATION OF BIDDER

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 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.
4. The undersigned declares to the best of his/her knowledge the information contained in this proposal is accurate and complete including all forms required for submission in accordance with the terms and conditions listed in this request for proposals and any subsequent addenda.
5. The undersigned realizes that the final funding for any service is based upon funding levels and the approval of the La Vista City Council.
6. The undersigned guarantees that the company listed above has been continuously in business under the same company name for at least three (3) years.

Dated this ____ day of _____, 2022.

Signature

Date

Print Name

Title



City of La Vista, Nebraska
Request for Proposals
Printing & Mailing Services

ATTACHMENT D: SAMPLE AGREEMENT

CITY OF LA VISTA, NEBRASKA
SAMPLE 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 "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*	\$
Community Guide – Alternate 2 – 48 Pages		\$
Community Guide – Alternate 3 – 52 Pages		\$
Newsletter – Alternate 1 – 16 pages	4 Issues per Year*	\$
Newsletter – Alternate 2 – 20 pages		\$
Newsletter – Alternate 3 – 24 pages		\$
Newsletter Insert with Tabs	0 to 4 per Year	\$
Postcards	0 to 5 per Year	\$

** 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

(SEAL)

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

Vendor

(SEAL)

BY: _____
Signature

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.)