

Public Building Commission

Tuesday, February 11, 2020
County City Building
Room 113 - The Bill Luxford Studio
1:30 p.m.

Location Announcement of Nebraska Open Meetings Act: A copy of the Nebraska Open Meetings Act is located on the wall at the rear of the room.

1. CALL TO ORDER

Public Building Commission Meeting

2. MINUTES

Approval of the previous Public Building Commission Meeting

Documents:

[PBC Minutes 1 14 20.Pdf](#)

3. OLD BUSINESS

A. Finance Remodel Update and Payment Applications

Innerspace Studios

Documents:

[Finance Pay App 7.Pdf](#)

[Finance Pay App 8.Pdf](#)

B. Hall of Justice Front Security Entrance Update and Payment Application

Clark Enersen and Dickey-Hinds-Muir

C. Security Update

4. NEW BUSINESS

A. Approval of General Vouchers for January 2020

5. CONTRACT APPROVALS:

A. Memo of Understanding for Furniture, Installation and Related Products and Services #MOU068 Haworth, Inc.

Documents:

B. Annual Service for Providing and Delivery of Industrial and Medical Gas #20-001 Matheson-Tri Gas

Documents:

[20-001 Matheson Tri Gas.pdf](#)

C. Amendment to Contract for Wireless Voice Service, Cell Phones and Service #53233 Verizon

Documents:

[53233 O4 Verizon Wireless.pdf](#)

D. Amendment to Contract for Water Softener Salt #5561 Culligan of Lincoln

Documents:

[5561 Culligan Of Lincoln.pdf](#)

E. Amendment to Contract for Auction Services #18-236 Purple Wave, Inc.

Documents:

[18-236 Purple Wave, Inc..Pdf](#)

F. Amendment to Contract for Inspection, Testing and Maintenance of Fire Sprinkler #18-102 Mahoney Fire Sprinkler, Inc.

Documents:

[18-102 Mahoney Fire.pdf](#)

6. REPORT FROM ADMINISTRATIVE STAFF

7. ADJOURNMENT

**MINUTES
PUBLIC BUILDING COMMISSION
TUESDAY, JANUARY 14, 2020 1:30 P.M.
BILL LUXFORD STUDIO, ROOM 113
COUNTY CITY BUILDING**

PRESENT: Richard Meginnis, Chris Callihan and Jane Raybould.

ABSENT: Sean Flowerday, Roma Amundson

OTHERS PRESENT: Kerin Peterson, Don Taute, Nick Hanna, Dan Mulligan, Rob Ogden, Rachel Garver, Ron Rohde, Jim Kohmetscher and Margaret Bohy.

The meeting of the Public Building Commission was called to order by Chairperson Richard Meginnis.

The meeting minutes from December 10, 2019 were presented for approval. Jane Raybould motioned for approval and Chris Callihan seconded. The vote carried.

Finance Remodel – Dan Mulligan with Innerspace submitted two payment applications #5/partial for \$31,386.10 and #6/partial for \$3,448.50. Jane Raybould moved for approval of both payment applications. Chris Callihan seconded. The vote carried. Dan Mulligan reported that as of 1/13/2020 substantial completion had been met. There will be one final payment application submitted next month. Warranty period of one year begins with the substantial completion date.

Hall of Justice Front Security Entrance Remodel – Nick Hanna with Clark Enersen submitted payment application #3 for \$56,382.50. Jane Raybould motioned for approval and Chris Callihan seconded. The vote carried. Nick reported they are currently working on the rough framing of the temporary re-route and the HVAC demolition has begun.

Security Update – No update.

Jane Raybould motioned to approve the general vouchers for December 2019. Chris Callihan seconded the motion. The vote carried.

There were seven contract approvals submitted by Purchasing:

- a. Amendment to Contract of Annual Service Elevator/Escalator Service, Maintenance and Testing #19-258 Kone Inc.;
- b. Amendment to Memo of Understanding for On-Site Secure Document Shredding #MOU025 Datashield Corporation;
- c. Amendment to Contract for Annual Supply of Motor Fuel #17-014 Sapp Bros Inc.;
- d. Amendment to Memo of Understanding for Light Bulbs, Ballasts and Retrofit Kits #MOU016 Voss Electric Company, dba Voss Lighting;
- e. Contract for Annual Service of Fire & Security Monitoring #SS-102 Midwest Alarm Services;
- f. Contract for Annual Service of Fire Alarm Panel Inspection, Testing and Repair #6141 Midwest Alarm Services;
- g. Amendment to Contract for Overhead Door Repair and Replacement Services #18-047 Raynor Doors of Nebraska, Inc.;

Jane Raybould motioned for approval of all the contracts submitted. Chris Callihan seconded. The vote carried.

The next meeting of the Commission is set for February 11, 2020.

Report from Administrative Staff – Kerin reported that she worked with Dickey Hinds Muir along with Sinclaire Hille and they were able to remove five line items for a reduction from \$297,700.00 to \$240,260.00 for the County Assessors remodel bid. That total cost breaks down to approximately \$25.00 per square foot. She was able to utilize staff to do some of the labor and removal of some features including the re-heat option that could be completed at a later date. Purchasing is finalizing the amended contract. Jane commended Kerin for her work on getting this construction contract reduced substantially and Kerin thanked Rob Ogden for being very cooperative with some items they had to negotiate on.

With no further business Jane Raybould moved to adjourn, Chris Callihan seconded. The vote carried and the meeting was adjourned.

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: City of Lincoln, Public Building Comm.
 920 O Street, Room 203
 Lincoln, NE 68508

Project: PBC Finance Office Remodel
 P.O. #: 19-202
 Owner's Project #: Kerin Peterson
 Project Mgr: innerspace studios
 335 North 8th Street, Suite C
 Lincoln, NE 68508

From (Contractor): DICKEY • HINDS • MUIR, Incorporated
 PO Box 22555
 Lincoln NE 68542-2555

Contract For: General Construction

Application Number: 7/Partial
 Period To: 01.29.20
 Arch. Project Number: 4592

Contract Date: 08.21.19
 DHM Job#: 9772
 Invoice #: 202001.007

Distribution to:
 Owner
 Architect
 Contractor

Please reference DHM's invoice number on all payments

CONTRACTOR'S APPLICATION FOR PAYMENT

APPLICATION IS MADE FOR PAYMENT, AS SHOWN BELOW, IN CONNECTION WITH THE CONTRACT.

1. Original Contract Sum.....	\$89,880.00
2. Net Change by Change Orders.....	\$2,130.00
3. Contract Sum to Date (Line 1 + 2).....	\$92,010.00
4. Total Completed and Stored to Date.....	\$92,010.00
5. Retainage:	
A. 5% of Completed work.....	\$4,600.50
B. 5% of Stored Material.....	\$0.00
Total Retainage (Line 5A + 5B Total).....	\$4,600.50
6. Total Earned Less Retainage.....	\$87,409.50
(Line 4 Less Line 5 Total)	
7. Less Previous Certificates for Payment.....	\$83,946.75
(Line 6 from Prior Certificate)	
8. Current Payment Due.....	\$3,462.75
9. Balance to Finish, Plus Retainage.....	\$4,600.50
(Line 3 Less Line 6)	

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK COVERED BY THIS APPLICATION FOR PAYMENT HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THAT ALL AMOUNTS HAVE BEEN PAID BY THE CONTRACTOR FOR WORK FOR WHICH PREVIOUS CERTIFICATES FOR PAYMENT WERE ISSUED AND PAYMENTS RECEIVED FROM THE OWNER, AND THAT CURRENT PAYMENT SHOWN HEREIN IS NOW DUE.

Contractor: DICKEY • HINDS • MUIR Incorporated

By: J. Adam Muir J. Adam Muir, President Date: 1/29/2020

State of: Nebraska
 County of: Lancaster
 Subscribed and Sworn to Before

Notary Public: Rebecca S. Clark
 My Commission expires: 2-14-21
 State of Nebraska - General Notary
 REBECCA S. CLARK
 My Commission Expires
 February 14, 2021

Architect's Certificate for Payment.

IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, BASED ON ON-SITE OBSERVATIONS AND THE DATA COMPRISING THE ABOVE APPLICATION, THE ARCHITECT CERTIFIES TO THE OWNER THAT TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK HAS PROGRESSED AS INDICATED, THE QUALITY OF THE WORK IS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND THE CONTRACTOR IS ENTITLED TO PAYMENT OF THE AMOUNT CERTIFIED.

Amount Certified..... \$ 3,462.75
 (ATTACH EXPLANATION IF AMOUNT CERTIFIED DIFFERS FROM THE AMOUNT APPLIED FOR.)
 ARCHITECT:

By: David J. Mulvey Date: 1/29/2020
 THIS CERTIFICATE IS NOT NEGOTIABLE. THE AMOUNT CERTIFIED IS PAYABLE ONLY TO THE CONTRACTOR NAMED HEREIN. ISSUANCE, PAYMENT AND ACCEPTANCE OF PAYMENT ARE WITHOUT PREJUDICE TO ANY RIGHTS OF THE OWNER OR CONTRACTOR UNDER THIS CONTRACT

Change Order Summary	Additions	Deductions
Total Changes Approved In	\$3,630.00	\$0.00
Previous Months by Owner:	\$0.00	-\$1,500.00
Total Approved This Month	\$3,630.00	-\$1,500.00
Totals	\$2,130.00	
Net Change by Change Orders >>>>>		

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

To Owner: City of Lincoln, Public Building Comm.
920 O Street, Room 203
Lincoln, NE 68508

Application Number: 8/Retainage
Period To: 01.29.20
Arch. Project Number: 4592

Project: PBC Finance Office Remodel
P.O. #: 19-202
Owner's Project #: Kerin Peterson
Project Mgr: innerspace studios
VIA (Architect): 335 North 8th Street, Suite C
Lincoln, NE 68508

Contract Date: 08.21.19
DHM Job#: 9772
Invoice #: 202001.015

Distribution to:
 Owner
 Architect
 Contractor

From (Contractor): DICKEY • HINDS • MUIR incorporated
PO Box 22555
Lincoln NE 68542-2555
Contract For: General Construction

Please reference DHM's invoice number on all payments

CONTRACTOR'S APPLICATION FOR PAYMENT

APPLICATION IS MADE FOR PAYMENT, AS SHOWN BELOW, IN CONNECTION WITH THE CONTRACT.

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK COVERED BY THIS APPLICATION FOR PAYMENT HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THAT ALL AMOUNTS HAVE BEEN PAID BY THE CONTRACTOR FOR WORK FOR WHICH PREVIOUS CERTIFICATES FOR PAYMENT WERE ISSUED AND PAYMENTS RECEIVED FROM THE OWNER, AND THAT CURRENT PAYMENT SHOWN HEREIN IS NOW DUE.

1. Original Contract Sum..... \$89,880.00
2. Net Change by Change Orders..... \$2,130.00
3. Contract Sum to Date (Line 1 + 2)..... \$92,010.00
4. Total Completed and Stored to Date..... \$92,010.00
5. Retainage:
 - A. 5% of Completed work..... \$0.00
 - B. 5% of Stored Material..... \$0.00
 - Total Retainage (Line 5A + 5B Total)..... \$0.00
6. Total Earned Less Retainage..... \$92,010.00
(Line 4 Less Line 5 Total)
7. Less Previous Certificates for Payment..... \$87,409.50
(Line 6 from Prior Certificate)
8. Current Payment Due..... **\$4,600.50**
(Line 3 Less Line 6)
9. Balance to Finish, Plus Retainage..... \$0.00
(Line 3 Less Line 6)

Contractor: DICKEY • HINDS • MUIR Incorporated

By: J. Adam Muir Date: 1/29/2020

J. Adam Muir, President
State of Nebraska
County of: Lancaster

Subscribed and Sworn to Before
me this 29th day of Jan 2020
Rebecca S. Clark
Notary Public:
My Commission expires 2-14-21
Architect's Certificate for Payment.

State of Nebraska - General Notary
REBECCA S. CLARK
My Commission Expires
February 14, 2021

IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, BASED ON ON-SITE OBSERVATIONS AND THE DATA COMPRISING THE ABOVE APPLICATION, THE ARCHITECT CERTIFIES TO THE OWNER THAT TO THE BEST OF THE ARCHITECT'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK HAS PROGRESSED AS INDICATED, THE QUALITY OF THE WORK IS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND THE CONTRACTOR IS ENTITLED TO PAYMENT OF THE AMOUNT CERTIFIED.

Change Order Summary	Additions	Deductions
Total Changes Approved In Previous Months by Owner:	\$3,630.00	\$0.00
Total Approved This Month	\$0.00	-\$1,500.00
Totals	\$3,630.00	-\$1,500.00
Net Change by Change Orders >>>>>	\$2,130.00	

Amount Certified..... **\$4,600.50**
(ATTACH EXPLANATION IF AMOUNT CERTIFIED DIFFERS FROM THE AMOUNT APPLIED FOR.)
ARCHITECT:

By: David J. Malloy Date: 1/29/2020
THIS CERTIFICATE IS NOT NEGOTIABLE. THE AMOUNT CERTIFIED IS PAYABLE ONLY TO THE CONTRACTOR NAMED HEREIN. ASSURANCE, PAYMENT AND ACCEPTANCE OF PAYMENT ARE WITHOUT PREJUDICE TO ANY RIGHTS OF THE OWNER OR CONTRACTOR UNDER THIS CONTRACT.

**MEMORANDUM OF UNDERSTANDING FOR
CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA and
CITY OF LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
COOPERATIVE CONTRACT
MOU068**

Contract Title: Furniture, Installation and Related Products and Services

Cooperative Agency: OMNIA Partners, Public Sector

**Lead Entity and Contract Number: City of Charlotte, North Carolina
Master Agreement No. 2020000606
(Hereinafter referred to as “the Lead Contract”)**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is hereby issued to Haworth, Inc., One Haworth Center, Holland, MI 49423 hereinafter called “Contractor”, from the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the City of Lincoln-Lancaster County Public Building Commission hereinafter called the “Owners” for the purpose of the Contractor and the Owners agreeing to the terms and conditions provided in this MOU

The Contractor and the Owners hereby agree to the following supplemental Terms and Conditions from those in the Lead Contract listed above:

TERMS AND CONDITIONS

A. PARTICIPATING TERM

The Owners shall participate in the Lead Contract for Furniture, Installation and Related Products and Services. The Memorandum of Understanding (MOU) will be effective upon execution through December 31, 2020. Upon conclusion of the initial term, the Owner has the option of renewing for four (4) additional one (1) year periods under the same terms and conditions according to the renewals allowed by the Lead Contract.

B. SCOPE

The Contractor shall provide the same scope of services and provide the same products as set forth in the Lead Contract.

C. PRICING

Pricing for these goods and/or services shall be pursuant to the Lead Contract, a copy thereof is attached to this Memorandum.

The Owners will pay for products/service, according to the Line Item pricing as listed in the Lead Contract, a copy thereof being attached to and made a part of this MOU. The Owners shall order on an as-needed basis for the duration of the MOU. The cost of products or services for City Departments shall not exceed \$100,000.00 during the MOU term without approval by the City of Lincoln. The cost of products or services for County Agencies shall not exceed \$20,000.00 during the MOU term without approval by the Board of Commissioners. The cost of products or services for the Public Building Commission shall not exceed \$5,000.00 during the MOU term without approval by the Board of the Public Building Commission.

The Central Region Dealer on this Contract is:
encompas
707 South 15th Street
Omaha, NE 68102

D. CONFLICTING TERMS

To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the parties agree that conflicts among the documents comprising this Memorandum shall be resolved according to priority, and that a document's priority shall be determined according to the order in which the document appears in the list below in section "E. Memorandum of Understanding Documents".

E. MOU DOCUMENTS

The following documents comprise the Memorandum of Understanding:

1. This Memorandum of Understanding and associated Terms and Conditions;
2. Copy of Lead Contract No. 2020000606
3. Insurance Requirements/Certificate of Insurance;
4. Tax Forms

F. LAWS

The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this Memorandum of Understanding. During the term of the MOU, the Contractor shall perform all services and/or supply all goods in accordance with the established and applicable standards and in accordance with applicable State and Local laws.

G. IMPLIED REQUIREMENTS

All products and services not specifically mentioned in this document or the Lead Contract, but which are necessary to provide the functional capabilities described in the Lead Contract, shall be included.

H. CONTRACT MODIFICATION

The MOU shall be modified only by a written MOU amendment and approval of the parties. No alteration or variation of the terms and conditions of this Memorandum shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

I. TERMINATION

This MOU may be terminated by the following:

1. Termination for Convenience. Either party may terminate this MOU upon thirty (30) days written notice to the other party, for any reason, without penalty.
2. Termination for Cause. The Owners may terminate this MOU for cause if the Contractor:
 - a. Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or products pursuant to the Lead Contract or;
 - b. Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders or;
 - c. Otherwise commits a substantial breach or default of any provision of the Lead Contract or this MOU. In the event of a substantial breach or default the Owners 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 MOU shall terminate.
3. In the event that funding is not available to continue with services as written, the Owner(s) reserve the right to terminate use of the MOU for convenience with no financial obligation to the Contractor, Subcontractors or other stakeholders except for any amount due for services rendered or products supplied prior to notice of cancellation.

The Owner(s) may terminate this MOU in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the Owner(s). In the event of unavailability of funds to pay any amounts due under the MOU, the Owner(s) shall immediately notify the Contractor and the MOU shall terminate without penalty or expense to the Owner(s). Upon termination, the Owner(s) shall pay the Contractor for any approved and documented services or products completed or purchased up to the date of termination, but not to exceed the maximum amount allowed by the Lead Contract or this MOU.

J. SEVERABILITY

If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the MOU shall not be affected and each provision of the MOU shall be enforced to the fullest extent permitted by law.

K. ASSIGNMENT

This MOU shall not be transferred to/or assigned to another Contractor without prior written consent confirming approval by the Owners. Any assignment without such prior written consent shall be absolutely void.

L. FORCE MAJEURE

Neither party shall be liable for any costs or damages from its inability to perform any of its obligations under the MOU due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the Lead Contract or this MOU. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The Owners may grant relief from performance of the MOU if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest on the Contractor. To be released based on a Force Majeure Event, the Contractor shall file a written request for relief with the City of Lincoln/Lancaster County Purchasing Division. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the Contract.

M. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the MOU, the Contractor agrees to pay all expenses of such action, as permitted by law, including Attorney's fees and costs, if the Owner is the prevailing party.

N. OWNER INCLUSION

It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission. Notwithstanding the foregoing, the duties and obligations of the City, the County, and the Building Commission pursuant to the MOU shall be treated as divisible and severable duties and obligations, and default by any one of the City, the County, or the Building Commission shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.

O. PAYMENT

Unless stated otherwise, the Owners will initiate payment within thirty (30) calendar days after:

1. All work has been performed and all equipment or other merchandise has been delivered.
2. All such labor and equipment and other materials have met all MOU specifications.
3. All such work has been approved by the Owner.
4. An invoice has been submitted which corresponds with the MOU amount and any subsequent changes approved by the Owners.

P. INSURANCE

The Contractor agrees to the insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for City, County, and Building Commission*).

Q. TAXES AND TAX EXEMPTION CERTIFICATE

The Owners are generally exempt from any taxes imposed by the State or Federal government. A Tax Exemption Certificate will be provided as applicable.

The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

R. INDEPENDENT CONTRACTOR

Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' 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.

S. 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.

T. LIVING WAGE

The Contractor agrees to pay all employees employed in the performance of the MOU according to the City Living Wage per Section 2.81 of the Lincoln Municipal Code. The wages listed in Section 2.81 are subject to change every July. This provision is only applicable to City of Lincoln projects.

U. 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. For information on the E-Verify Program, [go to www.uscis.gov/everify](http://www.uscis.gov/everify).

V. CITY AUDIT ADVISORY BOARD

All parties doing business with the Owners shall be subject to audit (City of Lincoln - Chapter 4.66 of the Lincoln Municipal Code) and shall make available to a Contract Auditor copies of all financial and performance related records and materials germane to the MOU/purchase order, as allowed by law.

W. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Owners from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the MOU that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.

In any and all claims against the Owners or any of its elected officials, members, officers or employees by an employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation listed herein shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

X. WAIVER

Owners' failure or neglect to enforce any of its rights under this Memorandum will not be deemed to be a waiver of the Owners' rights.

Y. THIRD PARTIES

This Memorandum is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties involved. Owners shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Contractor.

Z. AUDIT

This MOU shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and all parties shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.

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

The Contractor hereby agrees to this MOU upon completion of signatures on the Vendor Signature Page.

Vendor Signature Page

MEMORANDUM OF UNDERSTANDING
Furniture, Installation and Related Products and Services
City of Charlotte, North Carolina/ OMNIA Partners, Public Sector
Master Agreement No. 2020000606
MOU068
City of Lincoln, Lancaster County, Nebraska and
City of Lincoln-Lancaster County Public Building Commission
Haworth, Inc

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary Seal

Name of Corporation

Address

By: _____
Duly Authorized Official

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 Signature Page

**MEMORANDUM OF UNDERSTANDING
Furniture, Installation and Related Products and Services
City of Charlotte, North Carolina/ OMNIA Partners, Public Sector
Master Agreement No. 2020000606
MOU068
City of Lincoln, Lancaster County, Nebraska and
City of Lincoln-Lancaster County Public Building Commission
Haworth, Inc**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Leirion Gaylor Baird, Mayor

Approved by Executive Order No. _____

dated _____

Lancaster County Signature Page

**MEMORANDUM OF UNDERSTANDING
Furniture, Installation and Related Products and Services
City of Charlotte, North Carolina/ OMNIA Partners, Public Sector
Master Agreement No. 2020000606
MOU068
City of Lincoln, Lancaster County, Nebraska and
City of Lincoln-Lancaster County Public Building Commission
Haworth, Inc**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

**City of Lincoln-Lancaster County Public Building Commission
Signature Page**

**MEMORANDUM OF UNDERSTANDING
Furniture, Installation and Related Products and Services
City of Charlotte, North Carolina/ OMNIA Partners, Public Sector
Master Agreement No. 2020000606
MOU068
City of Lincoln, Lancaster County, Nebraska and
City of Lincoln-Lancaster County Public Building Commission
Haworth, Inc**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln Lancaster County Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

**THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN,
LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION.
FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY
INCLUDE THE ENTITY ISSUING THE CONTRACT.**

**FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO
OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS
IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE
REQUIREMENTS SET FORTH BELOW.**

Insurance; Coverage Information

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

Certificates

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

1. **Commercial General Liability**

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.1 **Additional Insured (Requires an Endorsement Form)**

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

1.2 **Automobile Liability**

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

1.3 **Garage Keepers / Garage Liability**

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

1.4 **Workers' Compensation; Employers' Liability**

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

1.5 Builder's Risk Insurance

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

1.6 Pollution Liability

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

1.7 Errors and Omissions; Professional Liability

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

1.8 Railroad Contractual Liability Insurance

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

1.8.1 Railroad Protective Liability

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.9 Cyber Insurance

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or

expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. Reservation of Rights

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. Sovereign Immunity

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. Further Contact

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**AGREEMENT TO PROVIDE
FURNITURE, INSTALLATION, AND RELATED PRODUCTS AND SERVICES**

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is made and entered into as of this 1st day of January 2020 (the "Effective Date"), by and between Haworth, Inc., a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP # 269-2019-105) for Furniture, Installation, and Related Products and Services dated June 19, 2019. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the City desires that the Company provide certain Furniture, Installation, and Related Products and Services ("Products") and ("Services"), and the Company desires to provide such Products/Services; and

WHEREAS, the City and the Company have negotiated and agreed regarding the above-referenced Services and desire to reduce the terms and conditions of their agreement to this written form.

WHEREAS, the City on behalf of itself and any other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, nonprofit entities, and agencies for public benefit that elect to access the Contract (a "Participating Public Agency"), competitively solicited and awarded the Contract to the Company. The City has designated OMNIA Partners as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Principal Procurement Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries and distributors) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Principle Procurement Agencies' Contract. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

- 1. EXHIBITS.** The Exhibits below are hereby incorporated into and made a part of this Contract. With the exception of Exhibit D (Federal Contract Terms and Conditions), any conflict between language in an Exhibit or Appendix to this Contract and the main body of this Contract shall be resolved in favor of the main body of this Contract and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Notwithstanding anything contained in this Contract or any Exhibit to the contrary, in the event of a conflict between the language of Exhibit D and the main body

of this Contract or any other Exhibit to this Contract, the language of Exhibit D shall prevail. Each reference to Haworth, Inc. in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A: PRICING SHEET

EXHIBIT B: SCOPE OF WORK

EXHIBIT C: PROPOSAL RESPONSE FORMS

EXHIBIT D: FEDERAL CONTRACT TERMS AND CONDITIONS

2. DEFINITIONS. This section may include, but not be limited to, terms defined in Section 2 of the RFP.

3. DESCRIPTION OF PRODUCTS AND SERVICES.

3.1. The Company shall be responsible for providing the Products and Services described in Exhibit B attached to this Contract and incorporated herein by reference. Without limiting the foregoing, the Company will perform the Services and meet the requirements as set forth in Exhibit B. However, the Company shall not be responsible for tasks specifically assigned to the City in this Contract or in Exhibit B.

3.2. The Company shall perform the Services on site at the City's facility in Charlotte, North Carolina, except as mutually agreed upon in writing in specific instances by the City.

4. COMPENSATION.

4.1. TOTAL FEES AND CHARGES.

The City agrees to pay the Company a fixed price (the "Purchase Price") as full and complete consideration for the satisfactory performance of all the requirements of this Contract. This amount constitutes the maximum total fees and charges payable to the Company under this Contract including Expenses and will not be increased except by a written instrument duly executed by both parties, which expressly states that it amends this Section of the Contract.

4.2. NO EXPENSES CHARGEABLE.

The Company shall not be entitled to charge the City for any travel, mileage, meals, materials or other costs or expenses associated with this Contract.

4.3. EMPLOYMENT TAXES AND EMPLOYEE BENEFITS. The Company represents and warrants that the employees provided by the Company to perform the Services are actual employees of the Company, and that the Company shall be responsible for providing all salary and other applicable benefits to each Company employee. The Company further represents, warrants and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions that are required by law for each Company employee. The Company agrees that the Company employees are not employees of the City.

4.4. INVOICES. Each invoice sent by the Company shall detail all Services performed and delivered which are necessary to entitle the Company to the requested payment under the terms of this Contract. All invoices must include an invoice number and the City purchase order number for purchases made under this Contract. Purchase order numbers will be provided by the City. Invoices must be submitted with lines matching those on the City-provided purchase order.

The Company shall email all invoices to cocap@charlottenc.gov.

4.5. DUE DATE OF INVOICES. Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed properly submitted invoice by the City.

4.6. PRE-CONTRACT COSTS. The City shall not be charged for any Products/Services or other work performed by the Company prior to the Effective Date of this Contract.

- 4.7. **INSPECTION.** During the term of the Contract and for a period of one (1) year after termination of this Contract, the City shall have the right to inspect, but not copy or retain, during normal business hours, either itself or through an independent auditor, all reasonably related books and records and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of this Contract or the City's payment obligations. The City shall pay its own expenses relating to such inspections, but shall not have to pay any expenses or costs of the Company. However, if non-compliance is found that cost the City in excess of \$10,000, then the Company shall be required to credit the City for the cost of the audit. The City shall provide at least ten (10) business days' prior notice of its desire to conduct the inspection. The inspection shall take place at the place or places agreed upon between Company and City. The City shall conduct the inspection in a manner that does not unreasonably disrupt the Company's normal business operations. The City may exercise this right of inspection not more than once during any 12-month period unless the City provides evidence of material non-compliance with this Contract.
5. **TIME IS OF THE ESSENCE.** Time is of the essence in having the Company provide Products and perform all Services and deliver all Deliverables within the time frames provided by this Contract and Exhibit B, including all completion dates, response times and resolution times (the "Completion Dates"). Except as specifically stated in this Contract, there shall be no extensions of the Completion Dates. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless this Contract provides otherwise for a specific situation.
6. **NON-APPROPRIATION OF FUNDS.** If the Charlotte City Council does not appropriate the funding needed by the City to make payments under this Contract for any given fiscal year, the City will not be obligated to pay amounts due for services which were not performed. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the fiscal year for which the funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
7. **COMPANY PROJECT MANAGER.** The duties of the Company Project Manager include, but are not limited to:
- 7.1. Coordination of Project schedules and the Company's resource assignment based upon the City's requirements and schedule constraints;
 - 7.2. Management of the overall Project by monitoring and reporting on the status of the Project and actual versus projected progress, and by consulting with the City's Project Manager when deviations occur and by documenting all such deviations in accordance with agreed upon change control procedures;
 - 7.3. Provision of consultation and advice to the City on matters related to Project implementation strategies, key decisions and approaches, and Project operational concerns/issues and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's normal implementation staff;
 - 7.4. Acting as the Company's point of contact for all aspects of contract administration, including invoicing for Products/Services, and status reporting;
 - 7.5. Facilitation of review meetings and conferences between the City and the Company's executives when scheduled or requested by the City;
 - 7.6. Communication among and between the City and the Company's staff;
 - 7.7. Promptly responding to the City Project Manager when consulted in writing or by E-mail with respect to Project deviations and necessary documentation;
 - 7.8. Identifying and providing the City with timely written notice of all issues that may threaten the Company's Products/Services in the manner contemplated by the Contract (with "timely"

- meaning immediately after the Company becomes aware of them);
- 7.9. Ensuring that adequate quality assurance procedures are in place throughout the Contract; and
- 7.10. Meeting with other service providers working on City projects that relate to this effort as necessary to resolve problems and coordinate the Products/Services.
- 8. CITY PROJECT MANAGER.** The duties of the City Project Manager are to (i) ensure that the Company delivers all requirements and specifications in the Contract; (ii) coordinate the City's resource assignment as required to fulfill the City's obligations pursuant to the Contract; (iii) promptly respond to the Company Project Manager when consulted in writing or by E-mail with respect to project issues; and (iv) act as the City's point of contact for all aspects of the Products/Services including contract administration and coordination of communication with the City's staff. The City shall be allowed to change staffing for the City Project Manager position on one (1) business day's notice to the Company.
- 9. DUTY OF COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES.** The Company shall identify and request in writing from the City in a timely manner: (i) all information reasonably required by the Company to perform each task comprising the Services, (ii) the City's personnel whose presence or assistance reasonably may be required by the Company to perform each task comprising the Services, and (iii) any other equipment, facility or resource reasonably required by the Company to perform the Services. Notwithstanding the foregoing, the Company shall not be entitled to request that the City provide information, personnel or facilities other than those that Exhibit B specifically requires the City to provide, unless the City can do so at no significant cost. The Company shall not be relieved of any failure to perform under this Contract by virtue of the City's failure to provide any information, personnel, equipment, facilities or resources: (i) that the Company failed to identify and request in writing from the City pursuant to this Section; or (ii) that the City is not required to provide pursuant to this Contract. In the event the City fails to provide any information, personnel, facility or resource that it is required to provide under this Section, the Company shall notify the City in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by Company of any claim or defense it may otherwise have based on the City's failure to provide such information, personnel, facility or resource.
- 10. COMPANY PERSONNEL REMOVAL, REPLACEMENT, PROMOTION, ETC.**
- 10.1. The City will have the right to require the removal and replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide Products/Services to the City based on experience, qualifications, performance, conduct, compatibility, and violation of City policy or any other reasonable grounds. The addition or promotion of any personnel to key positions within the Project must be approved by the City in writing. The Company will replace any personnel that leave the Project, with persons having at least equivalent qualifications who are approved by the City in writing. As used in this Contract, the "personnel" includes all staff provided by the Company or its subcontractors.
- 11. BACKGROUND CHECKS.** Prior to starting work under this Contract, the Company is required to conduct a background check on each Company employee assigned to work under this Contract, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (i) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (ii) a reference check.

After starting work under this Contract, the Company is required to perform a Background Check for each new Company employee assigned to work under this Contract during that year, and shall require its subcontractors (if any) to do the same for each of their employees. If the Company undertakes a new project under this Contract, then prior to commencing performance of the project the Company shall perform a Background Check for each Company employee assigned to work on the project, and shall require its subcontractors (if any) to do the same for each of their employees.

If a person's duties under this Contract fall within the categories described below, the Background Checks that the Company will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:

- If the job duties require driving: A motor vehicle records check.
- If the job duties include responsibility for initiating or affecting financial transactions: A credit history check.
- If job duties include entering a private household or interaction with children: A sexual offender registry check.

The Company must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.

The Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.

The City may conduct its own background checks on principals of the Company as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.

- 12. ACCEPTANCE OF TASKS AND DELIVERABLES.** Within a reasonable time after a particular Deliverable has been completed (or such specific time as may be set forth in Exhibit B), the Company shall submit a written notice to the City's Project Manager stating the Deliverable(s) that have been met. This notice shall include a signature page for sign-off by the City Project Manager indicating acceptance of such Deliverable(s).

If the City Project Manager is not satisfied that the Deliverable(s) has been met, a notice of rejection (a "Rejection Notice") shall be submitted to the Company by the City Project Manager that specifies the nature and scope of the deficiencies that the City wants corrected. Upon receipt of a Rejection Notice, the Company shall: (i) act diligently and promptly to correct all deficiencies identified in the Rejection Notice, and (ii) immediately upon completing such corrections give the City a written, dated certification that all deficiencies have been corrected (the "Certification"). In the event the Company fails to correct all deficiencies identified in the Rejection Notice and provide a Certification within thirty (30) days after receipt of the Rejection Notice, the City shall be entitled to terminate this Contract for default without further obligation to the Company and without obligation to pay for the defective work.

Upon receipt of the corrected Deliverable(s), or a Certification, whichever is later, the above-described Acceptance procedure shall recommence. The City shall not be obligated to allow the Company to recommence curative action with respect to any deficiency previously identified in a Rejection Notice, or more than once for any given Deliverable (and shall be entitled to terminate this Contract for default if the Company does not meet this time frame).

- 13. NON-EXCLUSIVITY.** The Company acknowledges that it is one of several providers of Furniture, Installation, and Related Products and Services to the City and the City does not represent that it is obligated to contract with the Company for any particular project.
- 14. EACH PARTY TO BEAR ITS OWN NEGOTIATION COSTS.** Each party shall bear its own cost of negotiating this Contract and developing the exhibits. The City shall not be charged for any Products/Services or other work performed by the Company prior to the Effective Date.
- 15. REPRESENTATIONS AND WARRANTIES OF COMPANY.**

15.1. GENERAL WARRANTIES.

- 15.1.1. The Products/Services shall satisfy all requirements set forth in this Contract, including but not limited to the attached Exhibits;

- 15.1.2. The Company has taken and will continue to take sufficient precautions to ensure that it will not be prevented from performing all or part of its obligations under this Contract by virtue of interruptions in the computer systems used by the Company;
 - 15.1.3. All Products provided and Services performed by the Company and/or its subcontractors pursuant to this Contract shall meet the highest industry standards and Services shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
 - 15.1.4. Neither the Products/Services nor any Deliverables provided by the Company under this Contract will infringe or misappropriate any U.S. registered patent, copyright, or trademark rights of any third party;
 - 15.1.5. The Company and each Company employee provided by the Company to the City shall have the qualifications, skills and experience necessary to provide Products and perform the Services described or referenced in Exhibit B;
 - 15.1.6. All information provided by the Company about each Company employee is accurate; and
 - 15.1.7. Each Company employee is an employee of the Company, and the Company shall make all payments and withholdings required for by law for the Company for such employees.
- 15.2. **ADDITIONAL WARRANTIES.** The Company further represents and warrants that:
- 15.2.1. It is a legal entity and if incorporated, duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in North Carolina;
 - 15.2.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
 - 15.2.3. The execution, delivery, and performance of this Contract have been duly authorized by the Company;
 - 15.2.4. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
 - 15.2.5. In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
 - 15.2.6. The performance of this Contract by the Company and each Company employee provided by the Company will not violate any contracts or agreements with third parties or any third party rights (including but not limited to non-compete agreements, non-disclosure agreements, patents, trademarks or intellectual property rights).

16. OTHER OBLIGATIONS OF THE COMPANY.

- 16.1. **WORK ON CITY'S PREMISES.** The Company and all its employees will, whenever on the City's premises, obey all instructions and City policies that are provided with respect to providing Products and performing Services on the City's premises.
- 16.2. **RESPECTFUL AND COURTEOUS BEHAVIOR.** The Company shall assure that its employees interact with City employees and the public in a courteous, helpful and impartial manner. All employees of the Company in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Company.

- 16.3. REPAIR OR REPLACEMENT OF DAMAGED EQUIPMENT OR FACILITIES. In the event that the Company causes damage to the City's equipment or facilities, the Company shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to the Company's action.
- 16.4. REGENERATION OF LOST OR DAMAGED DATA. With respect to any data that the Company or any Company employees have negligently lost or negligently damaged, the Company shall, at its own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at the Company's own expense, a new machine-readable copy of lost or damaged data from the City's data sources.
- 16.5. NC E-VERIFY REQUIREMENT. The Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 16.6. NC PROHIBITION ON CONTRACTS WITH COMPANIES THAT INVEST IN IRAN OR BOYCOTT ISRAEL. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Contract.

17. REMEDIES.

- 17.1. RIGHT TO COVER. If the Company fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits) or the Project Plan, the City may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:
 - a. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Products/Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and
 - b. Charge to the Company any and all expenses reasonably incurred by the City in obtaining or performing the Products/Services.
- 17.2. INTENTIONALLY LEFT BLANK
- 17.3. SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF. The Company agrees that monetary damages are not an adequate remedy for the Company's failure to comply with Sections 16.3, 16.4, 18.8, 19, 21, 23, 25, 27, 29.3, 29.8, and 29.19 or Exhibit D of this Contract, nor could monetary damages be the equivalent of the performance of such obligations. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further consents to the City obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Company breaches this Contract.
- 17.4. SETOFF. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Contract all liquidated and/or sum-certain amounts resulting from the other party's breach of this Contract.

- 17.5. OTHER REMEDIES. Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

18. TERM AND TERMINATION OF CONTRACT.

- 18.1. TERM. This Contract shall commence on the Effective Date and shall continue in effect for five (5) years with the City having the unilateral right to renew for two (2) consecutive one (1) year terms.

- 18.2. TERMINATION FOR CONVENIENCE. The City may terminate this Contract at any time without cause by giving thirty (30) days prior written notice to the Company. As soon as practicable after receipt of a written notice of termination without cause, the Company shall submit a statement to the City showing in detail the Products provided and Services performed under this Contract through the date of termination. The foregoing payment obligation is contingent upon: (i) the Company having fully complied with Section 18.8; and (ii) the Company having provided the City with written documentation reasonably adequate to verify the Products received and the number hours of Services rendered through the termination date and the percentage of completion of each task.

- 18.3. TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:

- a. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
- b. The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
- c. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default shall identify this Section of this Contract and shall state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 18.4. ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute separate grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

- a. Failure of the Company to complete a particular task by the completion date set forth in this Contract;
- b. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, the Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Contract; or

- c. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 18.5. NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the Services or any warranties or repossess, disable or render unusable any software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 18.6. CANCELLATION OF ORDERS AND SUBCONTRACTS. In the event this Contract is terminated by the City for any reason prior to the end of the term, the Company shall, upon termination, immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the Services performed under this Contract to the date of termination.
- 18.7. AUTHORITY TO TERMINATE. The following persons are authorized to terminate this Contract on behalf of the City: (i) the City Manager, any Assistant City Manager, or any designee of the City Manager; or (ii) the Department Director of the City Department responsible for administering this Contract.
- 18.8. OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly return to the City (i) all computer programs, files, documentation, media, related material and any other material and equipment that are owned by the City; (ii) all Deliverables that have been completed or that are in process as of the date of termination; and (iii) a written statement describing in detail all work performed with respect to Deliverables which are in process as of the date of termination. The expiration or termination of this Contract shall not relieve either party of its obligations regarding “Confidential Information,” as defined in this Contract.
- 18.9. NO EFFECT ON TAXES, FEES, CHARGES OR REPORTS. Any termination of this Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 18.10. OTHER REMEDIES. The remedies set forth in this Section and Section 19 shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other remedies available under this Contract or at law or in equity.
- 19. TRANSITION PRODUCTS/SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products/Services provided by the Company to the City. Prior to termination or expiration of this Contract, the City may require the Company to perform and, if so required, the Company shall perform certain transition services necessary to shift the Products/Services of the Company to another provider or to the City itself as described below (the “Transition Services”). Transition Services may include but shall not be limited to the following:
- Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Products/Services;
 - Notifying all affected service providers and subcontractors of the Company;
 - Performing the Transition Services;

- Answering questions regarding the Products/Services on an as-needed basis; and
- Providing such other reasonable services needed to effectuate an orderly transition to a new service provider.

20. CHANGES. In the event changes to the Products/Services (collectively “Changes”), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties that expressly references and is attached to this Contract (a “Change Statement”). The Change Statement shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Products/Services and time for delivery and completion of the Products/Services, including the impact on all Milestones and delivery dates and any associated price.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party’s Project Manager a proposed Change Statement. If the receiving party does not accept the Change Statement in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Statement. If the parties cannot reach agreement on a proposed Change, the Company shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the City may require execution by the City Manager or a designee depending on the amount. Some increases may also require approval by Charlotte City Council.

21. COMPANY OWNERSHIP OF WORK PRODUCT.

21.1. The parties agree that the Company shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the “Company Intellectual Property”). Notwithstanding the foregoing, the City shall have ownership rights in any and all floor plans, layouts, and industrial design relating to floorplans and layouts, created by and between City and Company ("City Intellectual Property").

21.2. Each party hereby grants to the other party a royalty-free, non-exclusive license to use the Company Intellectual Property and City Intellectual Property, as applicable, to the extent necessary to use or perform the Services. Neither party shall be entitled to use the Company Intellectual Property and City Intellectual Property, as applicable, for other purposes without the other party's prior written consent, and shall treat the Company Intellectual Property and City Intellectual Property, as applicable, as "Confidential Information" pursuant to Section 25 of the Contract.

21.3. The Company will treat as Confidential Information under the Confidentiality and Non-Disclosure Contract all data in connection with the Contract. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by the Contract.

22. RELATIONSHIP OF THE PARTIES. The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other, or any Company employee an agent or employee of the City, for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the

other.

- 23. INDEMNIFICATION.** Subject to the limitations, exclusions, and conditions in this Contract or any Exhibit and to the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings to the extent such Charges are directly and proximately caused by: (i) an alleged violation, misappropriation or infringement of any valid U.S. registered copyright, trademark, or patent, with respect to the Services or any products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) a request based on the Company's failure to pay for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; (iii) the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (i) the term "Indemnitees" means the City, any federal agency that funds all or part of this Contract, and each of the City's and such federal agency's officers, officials, employees, agents and independent contractors (excluding the Company); and (ii) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

With respect to any claim, demand, lawsuit, action or proceeding as to which an Indemnitee intends to seek indemnification and defense (each, an "Action"), the Indemnitee must, as conditions to the indemnity and defense obligations herein, (a) promptly provide the Company with written notice of the Action and tender to the Company the right to exclusively control the defense, except that the Company will not settle or admit fault without the City's written authorization, of the Action, (b) fully cooperate in the defense of the Action as requested by the Company and its counsel to the extent the indemnitee can do so at no out-of-pocket cost, and (c) not settle or compromise any part of the Action without the Company's express written consent. Once the Company has assumed defense of the Action, the Company will not be liable for any attorney or other professional fees or expenses incurred by Indemnitee, unless such fees or expenses are caused by Company's request for Indemnitee's assistance or result from Company's inability to resolve the action. Notwithstanding any other provision of this Contract, any Exhibit, or any related agreements or understandings, in no event shall the Company have any indemnity or defense obligation for Charges or any other amounts (a) that include, consist of, or are determined in reference to liquidated damages, or lost profits, lost revenues, loss of use, loss of reputation, or loss of goodwill. Any demand for indemnification or defense of an Action must be presented to the Company in writing with reasonable detail prior to the expiration of any statute of limitation applicable to the right to such indemnification.

If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, the Company shall promptly refund to the City all amounts paid under this Contract for the products and services related to the infringement Claim.

This Section 23 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

24. SUBCONTRACTING. Should the Company choose to subcontract, the Company shall be the prime contractor and shall remain fully responsible for performance of all obligations that it is required to perform under the Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

25. CONFIDENTIAL INFORMATION.

25.1. CONFIDENTIAL INFORMATION. Confidential Information includes any information, not generally known in the relevant trade or industry, obtained from the City or its vendors or licensors or which falls within any of the following general categories:

25.1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of *information* of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

25.1.2. *Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."*

25.1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*

25.1.4. *Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168.* This consists of all information gathered and/or maintained by the City about employees, except for that information which is a matter of public record under North Carolina law.

25.1.5. *Citizen or employee social security numbers collected by the City.*

25.1.6. *Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems.* This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.

25.1.7. *Local tax records of the City that contains information about a taxpayer's income or receipts.*

25.1.8. *Any attorney / City privileged information disclosed by either party.*

25.1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*

25.1.10. *The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.*

25.1.11. *Building plans of city-owned buildings or structures, as well as any detailed security plans.*

25.1.12. *Billing information of customers compiled and maintained in connection with the City providing utility services.*

25.1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

Categories stated in Sections 25.1.3 through 25.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (i) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (ii) the Company will also

comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one (1) year prior to the date of this Contract.

- 25.2. RESTRICTIONS. The Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:
- 25.2.1. It shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information.
 - 25.2.2. It shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party or to any individual employed by the Company, other than an employee, agent, subcontractor or vendor of the City or Company who: (i) has a need to know such Confidential Information, and (ii) has executed a confidentiality agreement incorporating substantially the form of this Section of the Contract and containing all protections set forth herein.
 - 25.2.3. It shall not use any Confidential Information of the City for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
 - 25.2.4. It shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.
 - 25.2.5. INTENTIONALLY LEFT BLANK
 - 25.2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
 - 25.2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
- 25.3. EXCEPTIONS. The parties agree that the Company shall have no obligation with respect to any Confidential Information which the Company can establish:
- 25.3.1. Was already known to the Company prior to being disclosed by the disclosing party;
 - 25.3.2. Was or becomes publicly known through no wrongful act of the Company;
 - 25.3.3. Was rightfully obtained by the Company from a third party without similar restriction and without breach hereof;
 - 25.3.4. Was used or disclosed by the Company with the prior written authorization of the City;
 - 25.3.5. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the Company shall first give to the City notice of such requirement or request;
 - 25.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take use its best efforts to obtain an

agreement or protective order providing that, to the greatest possible extent possible, this Contract will be applicable to all disclosures under the court order or subpoena.

- 25.4. UNINTENTIONAL DISCLOSURE. Notwithstanding anything contained herein in to the contrary, in the event that the Company is unintentionally exposed to any Confidential Information of the City, the Company agrees that it shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any person or entity or use such Confidential Information for any purpose whatsoever.
- 25.5. REMEDIES. The Company acknowledges that the unauthorized disclosure of the Confidential Information of the City will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if the Company breaches its obligations hereunder, the City shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

26. INSURANCE.

- 26.1. TYPES OF INSURANCE. The Company shall obtain and maintain during the life of this Contract, with an insurance company rated not less than "A" by A.M. Best, authorized to do business in the State of North Carolina, acceptable to the Charlotte-Mecklenburg, Risk Management Division the following insurance:

- 26.1.1. Automobile Liability - Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.
- 26.1.2. Commercial General Liability - Bodily injury and property damage liability as shall protect the Company and any subcontractor performing Services under this Contract, from claims of bodily injury or property damage which arise from performance of this Contract, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal and advertising injury, and contractual liability, assumed under the indemnity provision of this Contract.
- 26.1.3. Workers' Compensation and Employers Liability - meeting the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

The Company shall not provide any Products or commence any Services in connection with this Contract until it has obtained all of the foregoing types of insurance and such insurance has been approved by the City. The Company shall not allow any subcontractor to provide any Products or commence Services on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

- 26.2. OTHER INSURANCE REQUIREMENTS.
- 26.2.1. The City shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.
- 26.2.2. The City of Charlotte shall be named as an additional insured for operations or services rendered under the general liability coverage. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss

or damages arising from the Company's operations under this agreement.

- 26.2.3. Certificates of such insurance will be furnished to the City and shall contain the provision that the City be given thirty (30) days' written notice of any intent to amend coverage reductions or material changes or terminate by either the insured or the insuring Company.
- 26.2.4. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City.
- 26.2.5. If any part of the Products/Services under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

27. COMMERCIAL NON-DISCRIMINATION. As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (i) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (ii) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time.

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

28. NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by

overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For the Company:	For the City:
Tim Hodges, National Program Mgr.	Kay Elmore
Haworth, Inc.	City of Charlotte
	City Procurement
One Haworth Center	600 East Fourth Street, 9 th Floor
Holland, MI 49423	Charlotte, NC 28202
Phone: 616-834-1994	Phone: 704-336-2524
Fax:	Fax: 704-632-8252
E-mail: tim.hodges@haworth.com	E-mail: kelmores@charlottenc.gov

With Copy To:	With Copy To:
Dan Vredevoogd, Contract Analyst	Adam Jones
	City of Charlotte
	City Attorney's Office
	600 East Fourth Street, 15 th Floor
	Charlotte, NC 28202
Phone: 616-393-3812	Phone: 704-336-3012
E-mail: dan.vredevoogd@haworth.com	E-mail: amjones@charlottenc.gov

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

29. MISCELLANEOUS.

- 29.1. ENTIRE AGREEMENT. This Contract is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral.
- 29.2. AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by both parties to this Contract.
- 29.3. GOVERNING LAW. The parties acknowledged that this Contract is made and entered into in Charlotte, North Carolina, and will be performed in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Contract, and that North Carolina law shall govern interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles).
- 29.4. BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign any of the rights and obligations thereunder without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.
- 29.5. INTENTIONALLY LEFT BLANK
- 29.6. FORCE MAJEURE.
 - 29.6.1. The Company shall be not liable for any failure or delay in the performance of its obligations pursuant to this Contract (and such failure or delay shall not be deemed a

default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (ii) if and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order.

- 29.6.2. Upon the occurrence of an event which satisfies all of the conditions set forth above (a “Force Majeure Event”) the Company shall be excused from any further performance of those of its obligations pursuant to this Contract affected by the Force Majeure Event for as long as (i) such Force Majeure Event continues; and (ii) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- 29.6.3. Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than five (5) days, the City may terminate this Contract.
- 29.6.4. INTENTIONALLY LEFT BLANK
- 29.7. SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 29.8. NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner absent the written consent of the City.
- 29.9. APPROVALS. All approvals or consents required under this Contract must be in writing.
- 29.10. WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not be constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 29.11. SURVIVAL OF PROVISIONS. The following sections of this Contract shall survive the termination hereof:
- Section 4.3 “Employment Taxes and Employee Benefits”
 - Section 15 “Representations and Warranties of Company”
 - Section 18 “Term and Termination of Contract”
 - Section 21 “City Ownership of Work Product”
 - Section 23 “Indemnification”
 - Section 25 “Confidential Information”
 - Section 26 “Insurance”
 - Section 28 “Notices and Principal Contacts”
 - Section 29 “Miscellaneous”

- 29.12. CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 29.13. DRAFTER'S PROTECTION. Each of the Parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.
- 29.14. FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to, workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Services.
- 29.15. CONFLICT OF INTEREST. The Company covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of Services required to be performed under the Contract.
- 29.16. NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed or attempted to bribe an officer or employee of the City in connection with the Contract.
- 29.17. HARASSMENT. The Company agrees to make itself aware of and comply with the City's Harassment Policy. The City will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to termination.
- 29.18. TRAVEL UPGRADES. The City has no obligation to reimburse the Company for any travel or other expenses incurred in connection with this Contract.
- 29.19. TAXES. Except as specifically stated elsewhere in this Contract, the Company shall collect all applicable federal, state and local taxes which may be chargeable against the performance of the Services, and remit such taxes to the relevant taxing authority. The Company consents to and authorizes the City to collect any and all delinquent taxes and related interest, fines, or penalties of the Company by reducing any payment, whether monthly, quarterly, semi-annually, annually, or otherwise, made by the City to the Company pursuant to this Contract for an amount equal to any and all taxes and related interest, fines, or penalties owed by the Company to the City. The Company hereby waives any requirements for notice under North Carolina law for each and every instance that the City collects delinquent taxes pursuant to this paragraph. This paragraph shall not be construed to prevent the Company from filing an appeal of the assessment of the delinquent tax if such appeal is within the time prescribed by law.
- 29.20. COUNTERPARTS. This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

29.21. PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed as of the date first written above.

HAWORTH, INC

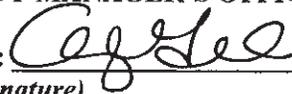
BY: 
(signature)

PRINT NAME: Chris Bouwman

TITLE: Director, Pricing + Contracts

DATE: 12/9/19

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

PRINT NAME: Angela C. Lee

TITLE: Asst. City Manager

DATE: 1/6/20

EXHIBIT A – PRICING SHEET

**HAWORTH - CONTRACT 2020000606
EXHIBIT A - PRICING SHEET**

1. FIXED PERCENTAGE (%) DISCOUNT OFF THE MANUFACTURER'S LIST PRICE - FURNITURE CATEGORIES AND OTHER RELATED PRODUCTS:			
CATEGORY	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG NAME - APRIL 2019	DROP SHIP	INSIDE DELIVERY
Systems Furniture	Unigroup Systems (NW & WT)	71%	66%
Systems Furniture	Unigroup Too Panels	71%	66%
Systems Furniture	Places Systems (NW & WT)	71%	66%
Systems Furniture	Adaptable Comps - Wksr, Up Stor, Lghtng	71%	66%
Systems Furniture	Places Systems (Wood)	71%	66%
Systems Furniture	Systems Fabric	71%	66%
Systems Furniture	Compose	68%	63%
Systems Furniture	Premise Systems	68%	63%
Systems Furniture	IF Systems	68%	63%
Freestanding Furniture	Masters	53%	48%
Freestanding Furniture	Suite	53%	48%
Freestanding Furniture	Everyday Office	50%	45%
Freestanding Furniture	Jive	50%	45%
Freestanding Furniture	Cultivate	58%	53%
Freestanding Furniture	Intuity	53%	48%
Freestanding Furniture	Patterns	53%	48%
Freestanding Furniture	Kinetics, Tempo, Tactics, Planes, Cmpose	58%	53%
Seating / Chairs	Accolade/Comf 28 NW/Monaco/Sys 58	63%	58%
Seating / Chairs	Improv, Comforto 12	63%	58%
Seating / Chairs	Seating Fabric	63%	58%
Seating / Chairs	Look (Sit 10)	63%	58%
Seating / Chairs	X99 Seating	60%	55%
Seating / Chairs	Wood Stg - Comp,Frnze,Glrie,Tally,Etc	53%	48%
Seating / Chairs	Very Task Seating	55%	50%
Seating / Chairs	Very Seating Line (Non-Task)	55%	50%
Seating / Chairs	Zody	55%	50%
Seating / Chairs	Lively, Cassis, WD Seating	55%	50%
Seating / Chairs	Lively™	60%	55%
Seating / Chairs	Fern	50%	45%
Seating / Chairs	Soji™	50%	45%
Seating / Chairs	Maari™	54%	49%
Filing Systems, Storage & Equipment	Beside	63%	58%
Filing Systems, Storage & Equipment	Premise & X-Series Files	63%	58%
Filing Systems, Storage & Equipment	X-Series Peds	63%	58%
Filing Systems, Storage & Equipment	950 Fls, Plcs Fs Stl, IF Lat Fls & Psts	63%	58%
Filing Systems, Storage & Equipment	V-Series Files & Peds	63%	58%
Filing Systems, Storage & Equipment	Active Storage	53%	48%
OTHER RELATED PRODUCTS	VERIFIABLE MANUFACTURER'S LIST PRICE CATALOG NAME - APRIL 2019	DROP SHIP	INSIDE DELIVERY
Walls	Enclose	55%	50%
Walls	Walls Adaptable Components	55%	50%
Walls	Walls Glass	55%	50%
Haworth Collections & Healthcare	Haworth Collection - Haworth	41%	36%
Haworth Collections & Healthcare	Healthcare	57%	52%
Haworth Collections & Healthcare	Harbor Work Lounge™	50%	45%
Haworth Collections & Healthcare	Haworth Collection - Pablo Designs	15%	10%
Haworth Collections & Healthcare	Haworth Collection - Capp, Cass, P Frau	15%	10%
Haworth Collections & Healthcare	Haworth Collection - GAN	10%	5%
Haworth Collections & Healthcare	Haworth Collection - JANUS et Cie	15%	10%
Haworth Collections & Healthcare	BuzziSpace	35%	30%
Accessories & Technology	Locks	71%	66%
Accessories & Technology	Technology Products	55%	50%
Accessories & Technology	Ergotron Accessories	48%	43%
Accessories & Technology	DataThing	40%	35%
Accessories & Technology	Jump Stuff	41%	36%

EXHIBIT A - PRICING SHEET

2. OPTION #1 - FIXED PERCENTAGE (%) DISCOUNT ON INSTALLATION SERVICES:

Basic Installation - Normal Hours	10%
Basic Installation - After Hours	15%
Expanded Installation - Normal Hours	18%
Expanded Installation - After Hours	27%

OPTION #2 - FIXED HOURLY RATE RANGE FOR INSTALLATION AND OTHER ADDITIONAL SERVICES AND SOLUTIONS:

Basic Installation - Normal Hours	\$28 - 36
Basic Installation - After Hours	\$39 - \$54
Expanded Installation - Normal Hours	\$35 - \$45
Expanded Installation - After Hours	\$52.5 - \$67.5
Design	\$28 - \$36
Project Management	\$35 - \$45
Asset Management	\$18 - \$28
Refurbishment	\$32 - \$42

3. FIXED MONTHLY RATE FOR STORAGE OPTIONS:

STANDARD FIXED MONTHLY RATE	MONTHLY RATE / FT ²	MONTHLY RATE / FT ³
Negotiable per location	\$1.25	\$1.95

4. PRICING INCENTIVES BEYOND THE STANDARD DISCOUNT:

DESCRIPTION	ADDITIONAL PERCENTAGE (%) DISCOUNT
Accessories & Technology (List Volume > \$10,000)	1 - 4%
Seating (List Volume >\$25,000)	1 - 4%
Haworth Collection & Healthcare (List Volume > \$50,000)	1 - 4%
Storage and Tables (List Volume > \$50,000)	1 - 4%
Systems (List Volume > \$100,000)	1 - 4%
Walls and Wood (List Volume > \$100,000)	1 - 4%

Haworth is offering low first tier pricing with negotiable discount ranges established, based on individual product list volume.

In addition, we will offer a Sole Source pricing option to any OMNIA participating agency that selects Haworth as its sole source provider within the terms of the OMNIA contract. This option will provide deeper discounts than the standard OMNIA contract and would require agencies to sign an agreement acknowledging Haworth as their single source provider.

EXHIBIT B – SCOPE OF SERVICES

1.1 General Scope.

The City is requesting the broadest selection of Office, Education, Classroom and Miscellaneous Furniture, Installation and Related Products and Services offered. The intent of this RFP is to provide the City and Participating Public Agencies with Products and Services to meet their various needs. Therefore, Companies should have demonstrated experience in providing Products and Services as defined in this RFP, including but not limited to the following:

- **Systems Furniture:** A complete and comprehensive catalog of all systems furniture, lines, and accessories available from the Company;
- **Freestanding Furniture:** A complete and comprehensive catalog of all case goods, furniture, (including folding and mobile) desks, tables, and available from the Company;
- **Seating/Chairs:** A complete and comprehensive catalog of office and classroom chairs, tandem seating and other general seating available from the Company;
- **Filing Systems, Storage and Equipment:** A complete and comprehensive catalog of filing systems including vertical and lateral files, freestanding file cabinets, bookcases, and equipment and accessories available from the Company; and
- **Related Products, Support Services and Solutions:** Related office interior products and design, “Quick Ship”, design and layout, fabric and color design services, installation, systems furniture reconfiguration, assessment tools, and any other related products and services or solutions offered by the Company.

1.2 Product Standards and Guidelines.

All products must be manufactured in compliance with all standards including warning labels and safety devices, guard and equipment required to meet the safety standards recognized by industry safety, councils or organizations to establish safety standards such as Occupational Safety and Health Administration (OSHA), National Fire Protection Association (NFPA), National Institute of Occupational Safety and Health (NIOSH), American National Standards Institute (ANSI), Underwriters Laboratories, Inc. (UL), Environmental Protection Agency (EPA), Business Institutional Furniture Manufacturers Association (BIFMA), etc. If a product proposed requires a Material Safety Data Sheet (MSDS) it must accompany each shipment.

Additionally, applicable products must meet the following specific standards:

- ANSI/HFES and/or BSR/HFES (Human Factors Engineering of Computer Workstations)
- CPSIA 1303 or 16 C.F.R 1303 (Ban of Lead-Containing Paint)
- ANSI/BIFMA X5.1 (Office Seating), X5.4 (Lounge and Public Seating), X5.5 (Desk Products) X6.1 (Educational Furniture) and e3 (Furniture Sustainability Standard)
- California Air Resources Board (CARB) (Formaldehyde Emissions)
- California Proposition 65 (Lead and Other Toxic Substances)
- California Bureau of Electronic and Appliance Repair, Home Furnishings, and Thermal Insulation (BHFTI) (Technical Bulletin 117)

All Products offered must be new, unused, latest design and technology unless otherwise specified.

1.3 Pricing.

The Company's firm fixed percentage (%) discount off a manufacturer price list for each category (defined in Section 1.1) for the life of the contract as Exhibit A.

Prices include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount.

1.3.1 Delivery.

The fixed percentage discount is based on the delivery requirements below:

1.3.1.1 Drop Ship: All deliveries shall be delivered to the site. City or Participating Public Agency is responsible for unloading.

1.3.1.2 Inside Delivery: All deliveries shall be delivered to the site, unloaded and moved to a designated area in the building. Company is responsible for unloading.

1.3.2 Installation.

The fixed percentage discount, fixed hourly rate, or an hourly rate range is based on the installation requirements below:

1.3.2.1 Basic Installation: Basic installation includes inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.

1.3.2.2 Expanded Service Installation: Expanded service installation includes basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.

1.3.2.3 Normal Hours: Normal hours are defined as 7:00 am – 5:00 pm local time.

1.3.2.4 After Hours: After hours are defined as evenings, weekends and holidays.

1.3.2.5 Pricing for installation and services such as design, project management, asset management, refurbishment, and other services are priced at a fixed percentage discount, fixed hourly rate, or an hourly rate range for City and all Participating Public Agencies and/or by state.

1.3.2.5.1 Design: Company has the capability to recommend and design appropriate layouts to fit the need of the City and Participating Public Agencies.

1.3.2.5.2 Project Management: Company has the ability to provide project management services to help City and Participating Public Agencies complete their projects on-time and within budget.

1.3.3 Storage is priced at a fixed monthly rate or a monthly rate range.

1.3.4 Pricing for any additional related products, services and solutions offered are defined in Exhibit A.

All Products provide under this Contract that require assembly and installation should be performed by the Company's certified installers. All installation work must meet the manufacturer's specifications and industry standards. Company provided the names and addresses of each certified installer, see Exhibit C – Form 6.

All work must be performed according to the standards established by the terms, specifications, and drawings for each project and meet the manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project

Coordinator concerning questions or conflicts in the specifications and drawings in a timely manner as to not delay the progress of the work.

1.4 Price Adjustments.

All proposed pricing shall remain firm for the first year of the subsequent Contract through December 31, 2020. Companies may request price adjustments (increases/decreases) for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte City Procurement along with documentation of bona fide materials and labor increases for the cost of Products. No adjustment shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

1.5 Environmental Purchasing Requirements.

The following are applicable items covered by the City’s Sustainable Purchasing Policy that must be accommodated by the Company:

Product or Service	Examples	Environmental Attributes
Furniture	Desks, chairs, tables, bookshelves	Recycled content, recyclability, end of life management

Companies provided its environmental attributes in Exhibit C – Form 10.

1.6 New Products and Services.

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the manufacturer’s list offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

1.7 Safety.

All Companies and installers or subcontractor performing Services for the City of Charlotte and Participating Public Agencies are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

1.8 Warranty.

In Exhibit C – Form 4, the Company addressed each of the following:

- 1.8.1 Applicable warranty and/or guarantees of furniture and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- 1.8.2 Warranty period start date. The City of Charlotte desires the warranty start at the time of substantial completion.
- 1.8.3 Availability of replacement parts.
- 1.8.4 Life expectancy of furniture under normal use.
- 1.8.5 Detailed information as to proposed return policy on all furniture.

EXHIBIT C – PROPOSAL RESPONSE FORMS

REQUIRED FORM 2 – ADDENDA RECEIPT CONFIRMATION

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to the NC IPS website at www.ips.state.nc.us and the City's Contract Opportunities Site at <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

ADDENDUM #:

1
2
3

**DATE ADDENDUM
DOWNLOADED FROM NC IPS:**

8 Jul 19
11 Jul 19
18 Jul 19

I certify that this proposal complies with the Specifications and conditions issued by the City except as clearly marked in the attached copy.

Matthew Corl

(Please Print Name)

7-31-19

Date



Authorized Signature

Manager Business Segments

Title

Haworth, Inc.

Company Name

REQUIRED FORM 3 – PROPOSAL SUBMISSION FORM

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

This Proposal is submitted by:

Company Name: Haworth, Inc.

Representative (printed): Matthew Corl

Address: One Haworth Center

City/State/Zip: Holland, MI 49423

Email address: matt.corl@haworth.com

Telephone: 616-393-3597
(Area Code) Telephone Number

Facsimile: _____
(Area Code) Fax Number

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its Proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Proposal submitted by the Company on this Project and to terminate any contract awarded based on such Proposal.
4. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such proposal.
5. As part of its Proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractors, vendors or

suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

6. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.
7. None of Company's or its subcontractors' owners, employees, directors, or contractors will be in violation of the City's Conflict of Interest Policy for City, Secondary and Other Employment Relationships (HR 13) if a Contract is awarded to the Company.
8. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and resolicit this RFP.
9. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Contract as included herein as Section 9. As such, I have elected to do the following:

Include exceptions to the Sample Contract in the following section of my Proposal: Section V "Exceptions"

Not include any exceptions to the Sample Contract.

I, the undersigned, hereby acknowledge that my company was given the opportunity to indicate any Trade Secret materials or Personally Identifiable Information ("PII") as detailed in Section 2.6.2. I understand that the City is legally obligated to provide my Proposal documents, excluding any appropriately marked Trade Secret information and PII, upon request by any member of the public. As such, my company has elected as follows:

The following section(s) of the of the Proposal are marked as Trade Secret or PII: _____

No portion of the Proposal is marked as Trade Secret or PII.

Representative (signed): _____

**REQUIRED FORM 4
DELIVERY AND WARRANTY**

Delivery: Company must state the normal delivery time (in calendar days) and any options for expediting delivery: **Haworth's normal delivery times vary according to product line; and may be impacted by other factors such as product mix and location. Haworth defines lead time as manufacture time plus transit time, and publishes a lead guide weekly with times broken down by product. A copy of the most recent lead time guide is included in our response on the following pages as supplemental information along with expedited delivery options.**

Warranty: Company must detail the following:

- a. Applicable warranty and/or guarantees of furniture and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- b. Warranty period start date. The City of Charlotte desires the warranty start at the time of substantial completion.
- c. Availability of replacement parts.
- d. Life expectancy of furniture under normal use.
- e. Detailed information as to proposed return policy on all furniture.

Required Form 4 - DELIVERY - SUPPLEMENTAL INFORMATION

6. Delivery: Company must state the normal delivery time (in calendar days) and any options for expediting delivery.

Haworth's standard lead times vary according to product line. Standard lead times are published weekly to our entire distribution network and are very reliable. We commit to our published lead times, we expedite orders upon request when possible, and we provide clients the solutions they need and expect. Haworth and its dealers often discuss customer expectations well before the order is formally placed. This aids everyone in scheduling, producing, and delivering the product when it is needed. Haworth's lead time guide includes manufacture time as well as transit time. An example of our most recent lead time guide is included on the following page.

Changes in project schedules are sometimes inevitable, and Haworth understands the need for flexibility. As soon as a need is identified, Purchasing Entities will contact the Project Manager at the Haworth dealership handling the account. Working cooperatively, the Haworth/dealer team will evaluate possible options and scenarios to arrive at the solution that best meets the customer's immediate needs. Solutions may include accelerating the shipment of an existing order or placing a RUSH order for product not yet ordered. Our team will also investigate additional avenues, such as modifying the installation schedule or providing loaner product. We take a team approach to providing you with the best option for the specific problem at hand.

RUSH, Haworth's short lead time program, provides customers the option of ordering selected products with accelerated manufacturing times. Products and finishes that are available as part of the RUSH program are denoted with a designated symbol on our website and in our price lists. RUSH orders leave Haworth within 10 business days of order acceptance. RUSH is a premium service, and discounting for products ordered via RUSH are typically four discount points lower.

Required Form 4 - WARRANTY - SUPPLEMENTAL INFORMATION

7. Warranty: Company must detail the following:

a. Applicable warranty and/or guarantees of furniture and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.

Haworth has one of the strongest quality programs in the industry. We offer Limited Lifetime Warranty coverage which includes both parts and labor. Haworth also has a team of full-time Technical Representatives located in each region who will investigate any quality issues on-site, and make sure warranty claims are approved and processed quickly. Haworth takes warranty correction seriously and works diligently to resolve issues to our customers' complete satisfaction. All warranty claims are tracked through a Field Problem Report process, which allows our field technicians to closely monitor issues. Should a systemic product issue be identified, it is swiftly corrected, enabling Haworth to keep warranty claims to a minimum.

Regional dealers will manage all warranty and service requests with support from Haworth. When a product issue, warranty need, or other service request is communicated, the Haworth Command Center will begin the resolution process. Dealers will commit to responding to all service calls within 24 hours of receiving the request. Often, a diagnosis can be made via phone call or email exchange, eliminating the need for a visit entirely. If a site visit is required however, it will be scheduled as soon as possible at the customer's convenience. In either scenario, however, any issue presenting a safety risk will be responded to immediately. If the product is not useable, a plan will be developed to provide temporary alternatives until a permanent solution is found.

The steps involved in each scenario are outlined below:

Warranty Process A: Diagnosis made via phone, email, or on-site dealer inspection

- Discovery - customer contacts dealer Project Manager with notification of issue
- Diagnosis - if immediate diagnosis can be made and service parts are in stock, dealer will schedule service work at customer's earliest convenience. If parts are not in stock, an order will be generated and expedited through Haworth customer service.
- Repair or Replace - Service technician repairs or replaces product on-site as scheduled with customer. For warranty issues that require parts to be ordered, Dealer will advise customer on expected ship date and will schedule repair accordingly.

Required Form 4 - WARRANTY - SUPPLEMENTAL INFORMATION

7a. Applicable warranty and/or guarantees of furniture and installations including any...

(continued)

Warranty Process B: Diagnosis cannot be made via phone, email, or on-site dealer inspection

- Discovery - customer contacts dealer Project Manager with notification of issue
- Site Visit - if immediate diagnosis cannot be made, dealer's service technician is scheduled to visit at a time convenient to customer
- Diagnosis - if the service technician can make a diagnosis during visit, parts are immediately ordered, and customer is notified when they arrive. If a diagnosis cannot be made, the product is brought back to dealer for further review.
- Repair or Replace - If issue can be corrected via repair, customer is notified when parts arrive, and product is repaired on-site at customer's earliest convenience. If product must be replaced, an order will be generated and expedited through Haworth's customer service team and delivered to customer upon receipt.

In either scenario, any issue presenting a safety risk will be responded to immediately. If the product is not useable, a plan will be developed to provide temporary alternatives until a permanent solution is found.

b. Warranty period start date. The City of Charlotte desires the warranty start at the time of substantial completion.

Haworth's warranty start date is always based upon the manufacture date, as this is the only way to verify the age of a product if there are issues in the future. Unlike mass produced products that may sit in warehouses for months before being purchased, Haworth products are built to order so the products you receive come with the assurance that they are newly manufactured. Due to the strength and duration of Haworth's limited lifetime warranty, the difference between the time of manufacture and time of substantial completion - even it is several months - is not significant enough to appreciably impact the protection granted by the warranty. Haworth values its customers and builds relationships based on trust. In the rare event that a product defect was identified within a very short period outside of the warranty program, we will always work with your organization to reach a suitable solution.

b. Availability of replacement parts

To alleviate potential down time due to the need for small repairs, all dealers will commit to keeping frequently replaced parts in stock (such as keys, casters, arm caps) as well as base feeds and small electrical parts to quickly fix or prepare a site for installation. Small replacement stock is often delivered and replaced on the same day it is requested.

Required Form 4 - WARRANTY - SUPPLEMENTAL INFORMATION

7a. Applicable warranty and/or guarantees of furniture and installations including any...

(continued)

Warranty Process B: Diagnosis cannot be made via phone, email, or on-site dealer inspection

- Discovery - customer contacts dealer Project Manager with notification of issue
- Site Visit - if immediate diagnosis cannot be made, dealer's service technician is scheduled to visit at a time convenient to customer
- Diagnosis - if the service technician can make a diagnosis during visit, parts are immediately ordered, and customer is notified when they arrive. If a diagnosis cannot be made, the product is brought back to dealer for further review.
- Repair or Replace - If issue can be corrected via repair, customer is notified when parts arrive, and product is repaired on-site at customer's earliest convenience. If product must be replaced, an order will be generated and expedited through Haworth's customer service team and delivered to customer upon receipt.

In either scenario, any issue presenting a safety risk will be responded to immediately. If the product is not useable, a plan will be developed to provide temporary alternatives until a permanent solution is found.

b. Warranty period start date. The City of Charlotte desires the warranty start at the time of substantial completion.

Haworth's warranty start date is always based upon the manufacture date, as this is the only way to verify the age of a product if there are issues in the future. Unlike mass produced products that may sit in warehouses for months before being purchased, Haworth products are built to order so the products you receive come with the assurance that they are newly manufactured. Due to the strength and duration of Haworth's limited lifetime warranty, the difference between the time of manufacture and time of substantial completion - even it is several months - is not significant enough to appreciably impact the protection granted by the warranty. Haworth values its customers and builds relationships based on trust. In the rare event that a product defect was identified within a very short period outside of the warranty program, we will always work with your organization to reach a suitable solution.

b. Availability of replacement parts

To alleviate potential down time due to the need for small repairs, all dealers will commit to keeping frequently replaced parts in stock (such as keys, casters, arm caps) as well as base feeds and small electrical parts to quickly fix or prepare a site for installation. Small replacement stock is often delivered and replaced on the same day it is requested.

Required Form 4 - WARRANTY - SUPPLEMENTAL INFORMATION

7d. Life expectancy of furniture under normal use.

Industry standards define a lifetime as ten years of normal use. Because Haworth technicians and field personnel actively service the product we sell, we know that the actual lifetime of many of our products surpasses that ten-year standard. Haworth designs product to ANSI/BIFMA™ standards, which are based on an assumption of ten years of 40 hours per week use. Because Haworth knows its products are typically used for more than a single shift, our product testing, in most cases, goes beyond the industry standards, sometimes testing more than 3 times the amount required by the standard. We also monitor product performance in the workplace, which allows Haworth to adjust its designs to meet market needs.

Once designed and tested, however, many factors influence the actual useful lifetime of a product. In the list below, the higher the impact or presence of the factor, the shorter the lifespan past the standard of ten years.

1. Use more than 8 hours per day
2. Churn rate involving furniture moves over 40%
3. Dirty or dusty environments; direct exposure to sunlight
4. Lack of maintenance
5. High traffic or motion areas
6. Exposure to chemical or abrasive agents
7. Weight bearing more than testing standards

e. Detailed information as to proposed return policy on all furniture.

Haworth Product Returns

Haworth products are manufactured to customer orders. We do not stock or otherwise inventory product. Because products are made to order, our return policy is strict, and each request is evaluated on a case-by-case basis. Restocking fees and return freight cost may be applied, depending on circumstances. Haworth's policy is to accept product returns which are shipped as a result of a Haworth error. All returns are processed through the servicing dealer. We value our customers, and it is our goal to ensure their complete satisfaction with their purchase and procurement experience. If you are less than satisfied with a Haworth product, we, along with our dealers, will always work with your organization to find a solution that will ensure your satisfaction.

HAWORTH®

Great Expectations

You have them as a Haworth customer and so do we. And because we value our customers, we cover our products with this **Product Compatibility and Limited Warranty Policy**.

OUR COMMITMENT TO PRODUCT COMPATIBILITY – INTEGRATED PRODUCT PLATFORMS

As a market leader in the design and manufacture of workspaces that adapt to change, we strive to maintain product compatibility within our various generations of integrated product platforms. This benefits the customer who desires to update or modify their work environment. It also benefits the customer needing to replace a product due to damage or other reasons but which is no longer manufactured or is otherwise unavailable, such as a fabric or finish that is discontinued because of changing market preferences. In both circumstances, we often can provide products with comparable function and performance.

OUR COMMITMENT TO PRODUCT QUALITY – THE HAWORTH NORTH AMERICA LIMITED WARRANTY

To ensure customer satisfaction and peace of mind, we stand behind our products with the following Haworth North America Limited Warranty (“Limited Warranty”).

What Products are Covered?

This Limited Warranty applies to new products manufactured by Haworth, Inc. or Haworth, Ltd. (individually, “Haworth”) after January 1, 2019 that are sold to an end-user purchaser by Haworth or an Authorized Haworth Dealer (“Covered Products”). Covered Products also include new products manufactured by a company other than Haworth after January 1, 2019 that are sold to an end-user purchaser by Haworth or an Authorized Haworth Dealer as part of the Haworth Collection line of products, but only if such products are specifically listed below in the “What are the Warranty Periods? - Haworth Collection of Products” section of this Limited Warranty. For products manufactured on or before January 1, 2019, please refer to the applicable Haworth warranty published in the Haworth North America Price List when the product was purchased or contact your local Authorized Haworth Dealer.

In this Limited Warranty, the terms “us,” “we,” “our” and similar terms refer to Haworth, and an end-user purchaser refers to the first person who purchases a Covered Product for such person’s own internal use and not for resale or distribution.

The following products are excluded from the definition of “Covered Product” and not covered by this Limited Warranty, and neither Haworth nor its affiliates will have any obligation or liability relating to them: (a) software; (b) consumable items, such as batteries and bulbs/lamps; (c) the customer’s own material (COM), or any material specified by the purchaser that is not a standard Haworth product offering, such as Haworth Alliance fabrics, (d) other than Haworth Collection products not manufactured by Haworth as described above, any item manufactured by a third party from whom Haworth purchases the item for resale without incorporating it into a Haworth product as a component or part (in those situations, if the purchaser is not a direct beneficiary of the manufacturer’s warranty, then Haworth will assign to the purchaser any warranty that the manufacturer provides, to the extent the warranty is

assignable), and (e) Ergotron® products included in the Accessories North American Price List, regardless of whether incorporated into a Haworth product as a component or part (if the purchaser is not a direct beneficiary of any applicable Ergotron® warranty, Haworth will assign such warranty to the purchaser, to the extent assignable).

What Problems are Covered?

Subject to the terms of this Limited Warranty, Haworth warrants to the end-user purchaser of a Covered Product that the Covered Product, at the time of purchase, will be free of any defect in design or workmanship that materially impairs the performance or functionality of the Covered Product under normal use (a “Defect”). This warranty is for 24-hour / 7-day multiple shift use of the applicable Covered Product; for seating products, such use is by individuals up to 325 lbs. In this Limited Warranty, normal use means use of a Covered Product in accordance with all of the following: (a) Haworth’s standards instructions, guidelines and recommendations for that Covered Product; (b) if the Covered Product is part of the Haworth Collection and not manufactured by Haworth, then the applicable manufacturer’s standard instructions, guidelines, and recommendations for that Covered Product; and (c) applicable laws, rules, regulations and ordinances.

A Defect excludes, and Haworth and its affiliates will not have any responsibility or liability for, the following: (a) normal wear and tear; (b) any damage, wear or failure of the Covered Product that occurs during transport of the Covered Product, or that is caused by improper use, care or maintenance of the Covered Product or by an act of God or other event outside of Haworth’s reasonable control; (c) the natural variation of color, grain or texture found in wood and leather; (d) the natural aging of materials such as wood, fabric and leather which results in colors changing over time or during use; (e) dye lot variations in fabric, leather or wall coverings; (f) the natural patina of leather during use; (g) “puddling” or wrinkling of fabrics, leather, or faux leather; (h) reverse crocking of dyes from clothing onto seating materials; (i) scratches, dents, abrasions or other surface damage to Hoop products; (j) change in color (including fading) or other surface effects resulting from exposure to chemicals (such as chemicals in cleaning solutions) or exposure to sunlight or other sources of ultraviolet rays; or (k) any damage, wear or failure of the Covered Product caused by the integration or use of any non-Haworth materials, components, devices or other products into or with any Covered Product.

What Remedies are Available?

If a purchaser makes a valid claim under this Limited Warranty for a Defect to a Covered Product, Haworth, at its option, will either (a) repair the Covered Product at Haworth’s cost, (b) replace the Covered Product at Haworth’s cost with a new or refurbished product with comparable function and performance, or (c) refund or credit the purchase price of the Covered Product (excluding taxes, duties, fees and other amounts). All repair and replacement work will be performed by Haworth or a third party engaged by Haworth to perform the specific repair or replacement work relating to the Defect; repair or replacement work performed by any other person will void this Warranty. Haworth will not be responsible for any cost or expenses incurred by the purchaser relating to repair or replacement of a Covered Product due to a Defect, including without limitation freight, insurance, inspection, storage and similar costs and expenses. Any Covered Product that is replaced or whose purchase price is refunded or credited will become the sole and exclusive property of Haworth.

What Conditions Apply?

All the following conditions must be satisfied to make a valid claim under this Limited Warranty for a Defect to a Covered Product:

- the purchaser must have notified Haworth in writing of the Defect within 30 days after the purchaser first learns or has notice of the Defect, and in any event not later than three (3) business days after the last day of the applicable warranty period; all such notices must be sent to Haworth at One Haworth Center, Holland, Michigan 49423, Attention: Customer Service/ Warranty Claims;
- the purchaser must provide original Haworth order number and have fully complied with all instructions, requirements, and directions provided by Haworth, an Authorized Haworth Dealer or their respective agents regarding (a) the inspection, preservation or safeguarding of the Covered Product and (b) the transportation and delivery of the Covered Product to Haworth or, if directed by Haworth, to an Authorized Haworth Dealer or other party;
- the Covered Product must have been installed by Haworth or an installer certified by Haworth to install that Covered Product;
- all prior repairs of the Covered Product must have been performed by Haworth or an installer certified by Haworth to install that Covered Product;
- the repair of the Defect of the Covered Product pursuant to this Warranty must be performed by Haworth or a third party engaged by Haworth to perform the specific warranty-repair work;
- at all times the Covered Product must have been located in a building that is (a) dry, fully closed-in and protected from the natural elements, and (b) adequately heated, ventilated and air conditioned to maintain an internal temperature between 40°F and 90°F (4°C and 32°C) and relative humidity levels between 25% and 55%;
- the Covered Product must not have been modified, and the purchaser must have used and maintained the Covered Product in full conformity with all of Haworth's written specifications, instructions and guides regarding use, care and maintenance;
- if the Covered Product is replaced or its purchase price is refunded, all bills of sale, assignments, releases, consents, approvals and other documents and/or actions required by Haworth to assign and transfer to Haworth sole and exclusive title in the Covered Product, free and clear of all liens, claims and encumbrances, must have been executed, delivered and/or made, as applicable; and
- all other conditions and requirements in or arising under this Limited Warranty, applicable law or a written agreement between Haworth and the purchaser, must have been fully satisfied.

What are the Warranty Periods?

A Covered Product’s warranty period begins on the Covered Product’s date of manufacture and ends on the expiration of the time period identified below for that particular Covered Product. In addition, the warranty period will automatically terminate at the time that the end-user purchaser ceases to solely own, possess, control and use the Covered Product.

- **Lifetime.** Except for those Covered Products or related components or materials identified below as having a different warranty period, the warranty period of a Covered Product is as long as the end-user purchaser continues to solely own the Covered Product.
- **Twelve (12) Years.** The following Covered Products have a 12-year warranty period:
 - seating products (framework, mechanisms, seating foam, cylinders, mesh, seating glides & casters, plastic components, and non-gel arm caps)
 - wood or wood-framed products
 - Caseload mechanisms (hinges, slides, latches, glides, casters, etc.)
- **Ten (10) Years.** The following Covered Products have a 10-year warranty period:
 - wall products (excluding soft-close door mechanisms, wallcoverings, and glass)
 - Power Base™ Electrical (excluding Power Base AI and USB receptacles)
 - thermally fused laminates
 - Planes® and Hop™ height adjustable product mechanisms¹
 - fixed task lighting (excluding ballasts and LED lighting)
 - products that are at any time used in a classroom or educational environment (other than administrative areas) except as limited or described below
 - adjustable keyboard pads and monitor arms
 - electrical (non-USB) and A/V accessories
- **Five (5) Years.** The following Covered Products have a 5-year warranty period:
 - fabric scrims, fabric screens, vertical fabrics, and wallcoverings
 - fabrics rated Heavy Duty (A) under the Association of Contract Textiles Guidelines
 - leathers or faux leather
 - vertical-use markerboard laminates
 - user-adjustable work-surface mechanisms
 - Power Base Receptacles with USB
 - overhead storage unit slow-close mechanisms
 - Reed Premier™ LED lighting
 - electronic ballasts used in task lighting
 - glass used in Systems products (vertical & horizontal)²
 - Improv and X-99 gel arm caps
 - work tools and systems accessories (e.g. laptop holders and footrests)
 - Jump™ height adjustable product mechanisms¹

¹ Troubleshooting procedures provided by Haworth must be used to determine if a mechanism is defective, the associated error code needs to be included in the Service Notification

² The tempering process for glass results in stronger glass and allows it to fracture into smaller, less harmful pieces when it breaks. Tempered glass often is referred to as “safety glass” because of this breakage feature. Although stronger, it is still important to handle tempered glass with care and avoid impact damage. Small impurities introduced during the tempering process or damage to edges during handling or use can result in spontaneous glass breakage at unpredictable times and are excluded from warranty coverage.

- **Three (3) Years.** The following Covered Products have a 3-year warranty period:
 - Power Base AI Electrical product
 - workware™ hardware products
 - painted MDF product
 - USB retrofit kits or products incorporating USB charging outlets (Except Power Base)
 - Hoop products (excludes surface damage such as scratches, dents, or abrasions)
 - fabrics rated General Contract (a) under the Association of Contract Textiles Guideline

- **Two (2) Years.** The following Covered Products have a 2-year warranty period:
 - Walls soft-close door mechanisms

- **One (1) Year.** The following Covered Products have a 1-year warranty period:
 - horizontal use markerboard laminates
 - acrylic tops/surfaces
 - soft palm rests
 - electronic locks
 - mouse pad inserts
 - Translucent edging
 - glass used in Walls product (refer to note ² above)
 - Openest™ Plume Screens

- **Specific Product Lines.**
 - Tailored Solutions™. A Covered Product that is modified under Haworth’s “Tailored Solutions” program will have a warranty period that is the same as the standard catalog product that is modified; however, any material modification of the standard catalog product’s features, construction, function or aesthetics will have a 1-year warranty period.
 - Haworth Healthcare Products. The warranty period of a Covered Product within the Haworth Healthcare line of products is as follows (textiles and coverings are not covered by this Limited Warranty):
 - **Five (5) Years.**
 - ✓ guest seating
 - **Two (2) Years.**
 - ✓ gas cylinders
 - **Three (3) Years.**
 - ✓ standard glides
 - ✓ standard casters
 - ✓ patient room casegoods
 - ✓ manual exam tables and accessories
 - ✓ exam room stools
 - ✓ power exam tables and accessories
 - ✓ overbed tables
 - **One (1) Year.**
 - ✓ Thermofoil and Kydex arm caps
 - ✓ Thermofoil tops
 - ✓ central locking casters
 - ✓ recliner and lift chair motors
 - ✓ motion mechanisms
 - ✓ heat/massage
 - ✓ recliner options
 - ✓ modular exam base
 - ✓ wall casegoods

➤ Haworth Collection Products. The warranty period of a Covered Product within the Haworth Collection line of products, including those manufactured outside of North America and sold to a customer based or located in North America, is as follows (textiles and coverings are not covered by this Limited Warranty):

- **Twelve (12) Years.**
 - ✓ Haworth seating products (framework, mechanisms, seating foam, cylinders, mesh, seating glides & casters, plastic components, and non-gel arm caps)
 - ✓ Haworth wood or wood-framed products
- **Five (5) Years.**
 - ✓ Cappellini products manufactured in North America
 - ✓ Haworth products imported from Europe unless noted for shorter terms
 - ✓ Pablo Designs products
- **Three (3) Years.**
 - ✓ GAN products
 - ✓ JANUS et Cie seating frames and table frames (excludes cushions, fabrics, frame finish, and glass)
- **Two (2) Years.**
 - ✓ Cappellini products imported from Europe
 - ✓ Cassina products imported from Europe
 - ✓ Poltrona Frau products imported from Europe
 - ✓ BuzziSpace products
- **One (1) Year.**
 - ✓ JANUS et Cie umbrellas and umbrella base

- **Service Parts.**

Haworth-authorized service parts installed on a Covered Product will be covered by this Limited Warranty for the remaining balance of the warranty period for that Covered Product, so long as the service part was installed by Haworth or an installer certified by Haworth to install that Covered Product.

GENERAL TERMS

This Product Compatibility and Limited Warranty Policy extends solely to end-user purchasers of Covered Products and not to their successors, assigns, employees, agents or affiliates. This Policy is not assignable or transferable in whole or in part, whether voluntarily, by operation of law or otherwise, and any purported assignment or transfer will be void.

All determinations regarding the scope, applicability and interpretation of this Policy, including without limitation the satisfaction of and compliance with any of its conditions and requirements, will be made solely by Haworth in its discretion. All such determinations made by Haworth will be final, non-appealable and binding on all persons.

EXCEPT FOR THE EXPRESS LIMITED WARRANTY STATED ABOVE, TO THE EXTENT ALLOWED BY LAW, HAWORTH DOES NOT MAKE, AND IT EXPRESSLY DISCLAIMS, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY PRODUCT OR SERVICE AND, IN PARTICULAR, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTY OR REPRESENTATION OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ANY LEGALLY REQUIRED WARRANTY THAT MAY NOT BE DISCLAIMED WILL BE LIMITED IN DURATION TO ONE (1) YEAR FROM THE DATE OF MANUFACTURE.

AS SET FORTH IN THIS POLICY, REPAIR OR REPLACEMENT, OR REFUND/CREDIT OF THE PURCHASE PRICE, AT HAWORTH'S OPTION, OF A COVERED PRODUCT ARE THE EXCLUSIVE REMEDIES FOR ANY DEFECT TO THAT COVERED PRODUCT OR ANY OTHER ISSUE RELATING TO ITS MANUFACTURE OR INSTALLATION. IN NO EVENT

SHALL HAWORTH OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY IN TORT OR FOR ANY CONSEQUENTIAL, ECONOMIC, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUES, USE OR REPUTATION, WITH RESPECT TO ANY COVERED PRODUCT OR ANY OTHER PRODUCT, WHETHER CAUSED BY, ARISING FROM OR RELATING TO A DEFECT OR OTHERWISE.

Applies to U.S. only: Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in the immediately preceding paragraph may not apply to a purchaser. This Limited Warranty gives the purchaser specific legal rights, and the purchaser may also have other rights which vary from state to state.

[End of Document]

List below all **MWSBEs** that you intend to subcontract to while performing the Services:

Subcontractor Name	Description of work or materials	Indicate either "M", "S", and/or "W"	City Vendor #
Synergy Installation Solutions	Installation services	W	n/a
Full response, including a complete list of MWSBEs within our national dealer network, is listed on following pages.			

Total MBE Utilization	0	%
Total WBE Utilization	10	%
Total SBE Utilization	0	%
Total MWSBE Utilization	10	%

Representative (signed): 

8-5-19
Date

Matthew Carl
Representative Name

Required Form 5 - M/W/SBE PARTICIPATION - SUPPLEMENTAL INFORMATION

Identify outreach efforts that were employed by the firm to maximize inclusion of MWSBEs to be submitted with the firm's proposal.

While Haworth is neither a small business nor minority-owned, we have programs in place to foster and implement supplier diversity. We sell and distribute our product through a robust network of certified dealers, most of which are small businesses, and many of which fall under MWVBE classifications including MBE, WBE, VBE, and SDVOSB. In addition, Haworth actively seeks to increase the participation of minority, women-owned, and service disabled veteran-owned businesses in our procurement process. We have an annual goal of striving for a minimum of 10% of dollars spent with minority suppliers, and we track these figures monthly.

Identify outreach efforts that will be employed by the firm to maximize inclusion of MWSBEs to be submitted with the firm's proposal.

We are committed to identifying, developing, and working with diverse dealerships and other MWSBE suppliers and will continue current outreach efforts that will help our clients meet their own diverse spend objectives.

List below all MWSBEs that you intend to subcontract to while Performing the Services:

For services to the City of Charlotte, Haworth and its dealer PMC Commercial Interiors will partner with woman-owned firm, Synergy Installation Solutions in Charlotte, NC.

For services to other OMNIA Partners public agencies nationally, a complete listing of all MWSBEs within our national dealer network is included on the following page. All dealers will provide standard dealer services, including (but not limited to) design and specification, product management, order services, installation, warranty and other post-installation. Further, all Haworth dealers have the ability to subcontract with MWSBE businesses in their areas, increasing OMNIA Partners' ability to meet its minority spend objectives, however, as our dealers are independently owned and operated, we do not have access to the list of vendors with whom they may subcontract.

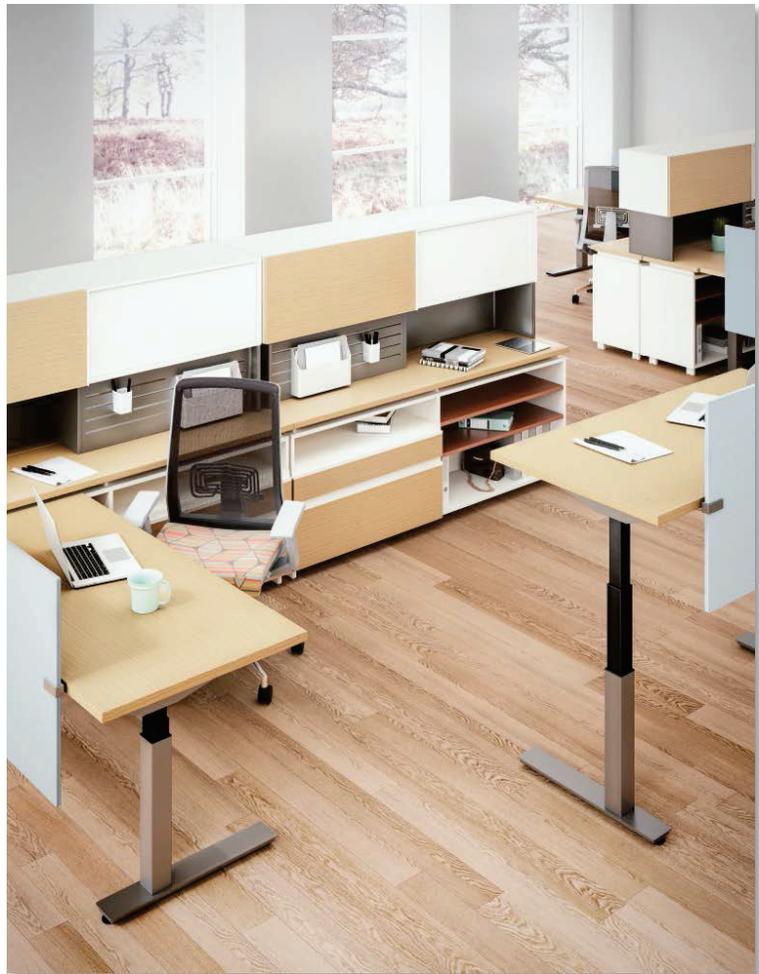
Required Form 5 - M/W/SBE PARTICIPATION - SUPPLEMENTAL INFORMATION

Subcontractor Name	Description of Work	Indicate either "M," "S," and/or "W"
Contract Office Group, San Francisco and San Jose, CA	Standard Services	M
Western Contract, Rancho Cordova, CA	Standard Services	S
Accent Office Interiors, Tallahassee, FL	Standard Services	W, S
JC White Architectural Interiors, Miramar, FL	Standard Services	W
Office Concepts & Furniture Design, Gainesville, FL	Standard Services	M, S
Turnerboone Contract, Atlanta, GA	Standard Services	W
Illini Supply, Forsyth, IL	Standard Services	W
Kayhan International, Ltd, Schaumburg, IL	Standard Services	M, W
Louer Facility Planning, Collinsville, IL	Standard Services	W
Commercial Office Environments, Indianapolis, IN	Standard Services	W
encompas, Wichita, KS	Standard Services	W
InterSpace Ltd., Lexington, KY	Standard Services	W
Office Environment Company, Louisville, KY	Standard Services	W
KV Workspace, Mandeville, LA	Standard Services	W
ISCG, Royal Oak, MI	Standard Services	W
SPACE, Inc., Midland, MI	Standard Services	W, S
encompas, Kansas City, MO	Standard Services	W
encompas - Nebraska, Omaha, NB	Standard Services	W
Image Office Environments, Mountainside, NJ	Standard Services	C
Meadows Office Furniture of NJ, Fairlawn, NJ	Standard Services	W
Contract Associates, Inc., Albuquerque, NM	Standard Services	W, M
Meadows Office Furniture, New York, NY	Standard Services	W
Elements IV Interiors, Dayton, OH	Standard Services	M, S
King Business Interiors, Inc. Columbus, OH	Standard Services	W
RCF Group, West Chester and Cleveland, OH	Standard Services	M
BurkeMICHAEL+, Pittsburgh, PA	Standard Services	W
Miller's of Columbia, Inc., Columbia, SC	Standard Services	W, S
Built for Dreams, Lubbock, TX	Standard Services	W
Business Interiors of Texas, Corpus Christi, TX	Standard Services	W
Facility Interiors, Carrollton, Dallas, Austin, Houston, TX	Standard Services	M
Facilities Connection, El Paso, TX	Standard Services	W
Omnifics, Alexandria, VA	Standard Services	M
Great Spaces, LLC, Seattle, WA	Standard Services	S
Capitol Business Equipment, Inc., Charleston, WV	Standard Services	W

MWSBE - SUPPLEMENTAL INFORMATION

PMC will subcontract with Synergy Installation Solutions, a Woman-owned, HUB certified business. Synergy is a leader in its field, with a 25 year history serving customers in Charlotte. With divisions also in Atlanta, Georgia and Detroit, Michigan, it is their mission to provide clients with the ultimate experience in installation services. They are committed to setting the standard for excellence in their industry in providing delivery, installation, long-term support services and customer satisfaction.

Synergy shares PMC's philosophy of doing whatever it takes to meet customers' goals and they have worked together in the past with outstanding results. Synergy works with a focus and level of professionalism under a mandate of business ethics and moral standards. Their factory-trained and uniformed installers guarantee the results their customers expect. Synergy will provide lead installation services on all City of Charlotte projects, with PMC providing dealer oversight and supervision.



Planes height adjustable tables and Very task chair



North Carolina Department of Administration

Pat McCrory, Governor
Bill Daughtridge, Jr., Secretary

Office for Historically Underutilized Businesses
Dennis M. English, Jr., Asst. to the Secretary for
HUB Outreach

July 24, 2015

Lisa Tarr
Synergy Installation Solutions, LLC. (Woman Owned)
10709 Granite Street
Suite K
Charlotte, NC 28273

Dear Lisa Tarr:

The Office for Historically Underutilized Businesses (HUB Office) is pleased to inform you that your company is now certified as a Historically Underutilized Business. Your firm is listed in the Statewide Uniform Certification (SWUC) Program database. This certification will remain in effect for four (4) years from the date of this letter, contingent upon submission of your 'Annual Status Update Affidavit' each year prior to your certification renewal date. If you fail to submit the 'Annual Status Update Affidavit' your HUB Certification shall be Revoked.

You must notify the HUB Office in writing within 30 days of any changes affecting your compliance with SWUC Program eligibility requirements, including changes in ownership, day-to-day management and operational control. Failure to notify the HUB Office of these changes or reapply for certification in a timely manner may cause your HUB Certification to be revoked. Also, it is important to maintain current contact information such as address, telephone number, and email address in the SWUC Program database.

The HUB Office collaborates with local Minority/Women/Small Business (M/W/SBE) Offices who offer assistance to certified HUB firms with identifying contract opportunities with state and local government. Many of these offices also offer assistance with business development. Please visit our website at www.doa.nc.gov/hub/swuc.htm to locate the local office near you. Another great resource is the Small Business and Technology Development Center at www.sbtcd.org for free personalized business assistance and counseling.

It is important to note that although your status as a certified HUB firm greatly improves your access to state and local government contracts, this certification does not guarantee contract awards. Your ability to research opportunities and bid competitively will be important to your success in this program.

Thank you for your interest and participation in the SWUC Program as a Historically Underutilized Business firm with the State of North Carolina.

Sincerely,

Bradley Hicks

Bradley Hicks
Certification Specialist

Mailing Address:

Office for Historically Underutilized Businesses
Department of Administration
1336 Mail Service Center
Raleigh, NC 27699-1336

Telephone (919) 807-2330
Fax (919) 807-2335
State Courier #51-01-00

Location:

116 West Jones Street
Administration Building
Suite 4109
Raleigh, NC 27603



CBI FORM 4: Letter of Intent

Per Part B, Section 3.4 of the CBI Policy, within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), a Bidder must submit a separate Letter of Intent for each SBE and/or MBE listed on CBI Form 3 and CBI Form 3A (if applicable).

Project Name:	Furniture, Installation and Related Products and Services
Project Number:	269-2019-105

To be completed by the Bidder	
Name of Bidder:	PMC Commercial Interiors Vendor #: 302855
Address:	3000 Perimeter Park Dr., Morrisville, NC 27560
Contact Person:	Mark Storom Email: Mearki.Storom@PMC.Works
Telephone:	919-228-4002 Fax:

If the Bidder has entered into a Quick Pay Agreement, in association with this Letter of Intent and as defined in the CBI Policy, please attach a copy of the executed Agreement with the undersigned SBE and/or MBE.

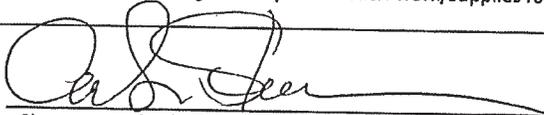
Identify in complete detail the scope of work to be performed or item(s) to be supplied by the SBE and/or MBE.

They will provide installation services for products purchased under this agreement.

The prime contractor shall pay the subcontractor the committed goal of 10% of the monthly amount paid by the city.

To be completed by SBE and/or MBE	
Name of SBE and/or MBE:	Connect Systems Inc. Vendor#: 300327
Address:	1855 Lindbergh St. Ste 200 Char NC 28208
Contact Person:	Kevin Delafosse Email: kdelafosse@connectsystemsinc.com
Telephone:	704-399-8900 Fax: 704-399-8600

Upon execution of a Prime Contract with the City for the above referenced project, the Bidder certifies that it intends to utilize the SBE and/or MBE listed above, and that the description, cost and percentage of work to be performed by the SBE and/or MBE as described above is accurate. The SBE and/or MBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Bidder:	 Signature and Title	Date:	12-5-19
SBE/MBE Firm: (Circle one or both)	<u>Kevin Delafosse, owner</u> Signature and Title	Date:	12-5-19

Required Form 6 - COMPANY'S BACKGROUND - SUPPLEMENTAL INFORMATION

Provide the names and addresses of each certified installer / subcontractor by geographical area (continued)

In addition, most Haworth dealerships have certified and vetted installers on their staff. A full list of our more than 300 US Preferred and Authorized dealers, along with their locations, is included on the following page.



Poppy Lounge and Maari Conference seating

2019 US Dealers by Region

EASTERN REGION

ALABAMA

Innerspace Architectural Interiors, Birmingham

BERMUDA

Innovative Office Interiors, Hamilton

CONNECTICUT

John Watts Associates, East Hartford
Robert H. Lord Co., Manchester

FLORIDA

Accent Office Interiors, Tallahassee (WBE, SDB)
Florida Business Interiors, Inc., Lake Mary
Florida Business Interiors, Inc., Tampa
Innerspace Architectural Interiors, Fort Walton Beach
*JC White Architectural Interiors, Miramar** (WOB)
Office Concepts & Furniture Design, Gainesville, (MBE, SDB)
*Office Environments & Services, Jacksonville**

GEORGIA

Loy's Office Supplies, LaGrange
McGarity's Business Products, Gainesville
Modern Business Systems, Inc., Augusta, GA
Office Images, Roswell
Turnerboone Contract, Atlanta (WBENC)

LOUISIANA

KV Workspace, Mandeville (WOSB)

MAINE

Environments @ Work, LLC, Boston, MA

MARYLAND

*Price Modern, Baltimore**
*Price Modern of Washington, Lanham**

MASSACHUSETTS

Environments @ Work, LLC, Boston

MISSISSIPPI

Business Interiors, Ridgeland
Commercial Business Interiors, Inc., Hattiesburg
Sullivan's Office Supply, Inc., Starkville

NEW HAMPSHIRE

Office Interiors, Ltd., Dover

NEW JERSEY

Allstate Office Interiors, Inc., Hamilton
Bellia Office Furniture, Inc., Woodbury
Commercial Furniture Interiors, Inc., Mountainside
Image Office Environments, Mountainside (WBE, SDB)
Meadows Office Furniture of New Jersey, Fairlawn (WBE)
Millennium Office Solutions, LLC, Morristown

NEW YORK

A.C. Desk Co., Inc., Mineola
Allstate Office Interiors, Inc., Buffalo
Bell Yorktown Inc., Bedford Hills
Buffalo Office Interiors, Inc., Buffalo
Key International, Inc., New York
Meadows Office Furniture, New York (WBE)
Standard Commercial Interiors, Albany
Syracuse Office Environments, Syracuse
Workplace Interiors, Fairport
WORKWELL PARTNERS, New York

NORTH CAROLINA

Bumbargers, Inc, Hickory
Corporate Interiors & Sales, Fayetteville
*PMC Commercial Interiors, Charlotte**
*PMC Commercial Interiors, Greensboro**
*PMC Commercial Interiors, Morrisville**
Professional Business Interiors, Asheville

PENNSYLVANIA

Advanced Office Environments, Malvern
Advanced Office Environments, Philadelphia
BMC Office Furniture, Scranton
BurkeMICHAEL+, Pittsburgh (WBE)
Easley & Rivers, Inc., Monroeville
Office Environments, Inc., Bristol
Tanner of Pennsylvania, Inc., Harrisburg
Top to Bottom Interiors, Altoona
Transamerican Office Furniture, Inc., Philadelphia
Transamerican Reading, Reading

PUERTO RICO

Systronics, San Juan

RHODE ISLAND

Creative Office Environments, East Providence

SOUTH CAROLINA

Miller's of Columbia, Inc., Columbia (HUB, WBE, SBD)
PMC Commercial Interiors, Greenville

VERMONT

Office Environments, Inc., South Burlington

VIRGINIA

DDG, Inc., Fredericksburg (SDVOSB)
JMJ Corporation, Richmond
New Day Office Furniture, Inc., Suffolk
Omnifics, Alexandria (8a G, MBE)
Wytheville Office Supply, Inc., Wytheville

WEST VIRGINIA

Capitol Business Equipment, Inc., Charleston (WBE)

Names in **ITALICS** indicate Haworth Preferred Dealers; all others are Haworth Authorized Dealers

* Haworth Best-In Class Dealers

(8a G) 8(a) Graduate

(EDGE) Encouraging Diversity, Growth and Equity

(HUB) Hub Zone

(MBE) Minority Business Enterprise

(NMDSC) National Minority Supplier Development Council

(PEP) Procurement Enhancement Program

(SDB) Small Disadvantaged Business

(SDVOSB) Service-Disabled Veteran-Owned Small Business

(VOSB) Veteran-Owned Small Business

(WBE) Women Business Enterprise

(WBENC) Women's Business Enterprise National Council

(WOSB) Woman Owned Small Business

2019 US Dealers by Region

CENTRAL REGION

ARKANSAS

David Martin, Inc., Jonesboro
Innerplan Office Interiors, North Little Rock*
Norman Company, Fort Smith

IOWA

Triplett Corporate Interiors, Des Moines
Triplett Corporate Interiors, Dubuque

ILLINOIS

Business Office Systems, Carol Stream
Illini Supply, Forsyth (WBE, EDWOSB)
Kayhan Intl Ltd., Schaumburg* (WBENC, MBE)
Korte Co, Highland
Louer Facility Planning, Collinsville (WBE)
Ridders Business Supply Co., Inc., Quincy
Stiles Office Solutions, Inc., Carbondale

INDIANA

Commercial Office Environments, Indianapolis (WBE)
Intrascapes, Inc., Fort Wayne

KANSAS

encompas, Wichita* (WMBE by WBENC)

KENTUCKY

InterSpace Ltd., Lexington (WBE)
Office Environment Company, Louisville (WBE)

MICHIGAN

AIREA, Farmington Hills
DBI Business Interiors, Lansing*
Interphase Interiors, Grand Rapids*
ISCG, Royal Oak* (WBE)
Michigan Office Environments, Kalamazoo
SPACE, Inc., Midland (WBENC, WOSB, SDB)

MINNESOTA

Fluid Interiors, Minneapolis*

MISSISSIPPI

Weatheralls, Tupelo

MISSOURI

encompas, Kansas City* (WMBE by WBENC)
Professional Office Environments, Maryland Heights*

NEBRASKA

encompas - Nebraska, Omaha* (WMBE by WBENC)

NORTH DAKOTA

Christiansons Business Furniture, Inc., Fargo*
Norby's Work Perks, Grand Forks
Southwest Business Machines, Inc., Dickinson

OHIO

Charles Ritter Co., Mansfield
Elements IV Interiors, Dayton (SDB, MBE, EDGE, PEP, 8(a)G)
Globe Business Interiors, West Chester
King Business Interiors, Columbus
(WBENC, EDGE, WOSB)
MyOffice Products, Akron
RCF Group, West Chester Township* (MBE, NMDSC)
RCF Group Cleveland, Cleveland* (MBE, NMDSC)
Supply Post Business Products, Cincinnati

OKLAHOMA

Furniture Marketing Group of Oklahoma, Oklahoma City
Workspace Resources, Inc., Tulsa

SOUTH DAKOTA

Canfield Business Interiors, Sioux Falls
V-cor, LLC, Rapid City (VOSB, SDVOSB)

TENNESSEE

Nashville Office Interiors, Nashville
Nashville Office Interiors of Chattanooga, Chattanooga
Nashville Office Interiors of Knoxville, Knoxville
Officescapes, Inc., Bartlett

TEXAS

Built for Dreams, Lubbock (WBE, HUB)
Business Interiors of Texas, Corpus Christi (WBE)
Facility Interiors, Carrollton (MBE)
Facility Interiors EDS, Dallas* (MBE)
Facility Interiors of Austin, Austin* (MBE)
Facility Interiors of Houston, Houston* (MBE)
Furniture Marketing Group, Plano
Furniture Marketing Group of Austin, Austin
Furniture Marketing Group of Houston, Houston
Royer & Schutts, Fort Worth
Spencer Co, Dallas*
Wittigs Office Interiors, San Antonio
Wittigs Office Interiors of Houston, Houston

WISCONSIN

Business Interiors by Staples, Onalaska
M & M Office Interiors, Pewaukee*
M & M Madison, Middleton*
Nordon, Inc., Appleton

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(VOSB) Veteran-Owned Small Business

(WBE) Women Business Enterprise

(WBENC) Women's Business Enterprise National Council

(WOSB) Woman Owned Small Business

2019 US Dealers by Region

WESTERN REGION

ALASKA

AA-K Business Environments, Inc., Anchorage

ARIZONA

Tucson Business Interiors, Inc., Tucson

CALIFORNIA - NORTHERN

Contract Office Group, San Francisco (VOSB, MBE)

Contract Office Group, San Jose (VOSB, MBE)

CORE Business Interiors, Inc., Fresno

Durst Contract Interiors, Inc., Stockton

Interiors, Inc, Santa Rosa

Wardens Office, Inc., Modesto

CALIFORNIA - SOUTHERN

Interior Office Solutions, Inc., Irvine

Interior Office Solutions, Los Angeles

Key International, Gardena

*Pacific Office Interiors, Agoura Hills**

TotalPlan, Inc., Riverside

Unisource Solutions, Hayward

Unisource Solutions, Pico Rivera

Unisource Solutions, San Diego

Western Contract, Rancho Cordova (SBE)

COLORADO

Pear Workplace Solutions, Denver

HAWAII

Great Space, Honolulu

The Systemcenter, Inc., Honolulu

IDAHO

Business Interiors of Idaho, Inc., Boise

Business Interiors by Staples, Idaho Falls

KANSAS

Contract Design Group, Inc., Topeka

MISSOURI

Thomas Brothers Office Furniture, Springfield

MONTANA

360 Office Solutions, Billings

NEW MEXICO

*Contract Associates, Inc., Albuquerque** (WOSB, MDOB)

NEVADA

Faciliteq Business Interiors, Las Vegas

Reno Business Interiors, Inc., Reno

OREGON

Interior Office Solutions, Inc., Portland

TEXAS

Facilities Connection, El Paso (8(a) G, WBE, HUB, WOSB)

UTAH

*CCG Howells, Salt Lake City**

WASHINGTON

Brutzman's Office Solutions, Richland

Creative Office, Olympia

Great Spaces, LLC, Seattle (SDVOSB, SDB)

Interior Solutions, Inc., Spokane

Quantum Solutions, Spokane

WYOMING

Business Interiors by Stables, Idaho Falls, ID

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(HUB) Hub Zone

(MBE) Minority Business Enterprise

(NMDSC) National Minority Supplier Development Council

(PEP) Procurement Enhancement Program

(SDB) Small Disadvantaged Business

(SDVOSB) Service-Disabled Veteran-Owned Small Business

(VOSB) Veteran-Owned Small Business

(WBE) Women Business Enterprise

(WBENC) Women's Business Enterprise National Council

(WOSB) Woman Owned Small Business

REQUIRED FORM 10 – ENVIRONMENTAL PURCHASING RESPONSES

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

Companies shall complete and submit the form below regarding the products or supplies required to perform the Services.

Question	Response
<p><u>Recycled Content.</u> Products must contain a certain percentage of recycled content. Please include the amount of recycled content, both pre- and post-consumer, included in your product.</p>	<p>See Product Environmental Datasheets in Supplemental information following this form.</p>
<p><u>Recyclability.</u> Please include the types of materials included in your product, and if they are considered recyclable in typical municipal recycling streams.</p>	<p>See Product Environmental Datasheets in Supplemental information following this form.</p>
<p><u>Biodegradability.</u> Products must be capable of decomposing under natural conditions. Please state whether each Product offered in your proposal is biodegradable.</p>	<p>n/a - See complete response on Supplemental sheets following this form.</p>
<p><u>Compostability.</u> Products must be capable of composting at a commercial composting facility. Please state whether each product offered in your proposal is compostable.</p>	<p>n/a - See complete response on Supplemental sheets following this form.</p>
<p><u>Energy Consumption.</u> Please include the total amount of energy consumed for product or service manufacture, use and disposal. Different sources of energy are associated with different environmental impacts.</p>	<p>See complete response on Supplemental sheets following this form.</p>
<p><u>Energy Efficiency.</u> Products must meet or exceed the Department of Energy (DOE) and Environmental Protection Agency criteria for use of the ENERGY STAR trademark label; or is in the upper 25% of efficiency for all similar products as designated by the U.S. Department of Energy’s Federal Energy Management Program.</p>	<p>n/a</p>
<p><u>Water Efficiency.</u> Eligible products must meet or exceed the Environmental Protection Agency’s WaterSense program, or be water-efficient or low-flow fixtures.</p>	<p>n/a</p>
<p><u>Low VOCs.</u></p>	<p>See complete response on Supplemental sheets following this form.</p>

<p>Products should contain low or no volatile organic compounds (VOCs). Please indicate any VOC content in each applicable product offered in your proposal.</p>	<p>See complete response on Supplemental sheets following this form.</p>
<p><u>Reduced Packaging.</u> Please include any efforts made to reduce the packaging of the products included in this proposal.</p>	<p>See complete response on Supplemental sheets following this form.</p>
<p><u>Pollution Prevention.</u> Please state your company's policy on source reduction. The Pollution Prevention Act defines source reduction to mean any practice that: (1) Reduces the amount of any hazardous substance, pollutant or contaminant entering any waste stream or otherwise released into the environment (including fugitive emissions) prior to recycling, treatment or disposal, and (2) Reduces the hazards to public health and the environment associated with the release of such substances, pollutants or contaminants. The term includes: equipment or technology modifications, process or procedure modifications, reformulation or redesign of products, substitution of raw materials, and improvements in housekeeping, maintenance, training or inventory control.</p>	<p>Haworth is committed to providing our customers with products that support safe and healthy environments, and to a policy of material chemistry transparency. All Haworth-owned manufacturing facilities are ISO 14001 and 9001 certified.</p> <p>See our complete response on Supplemental sheets following this form.</p>
<p><u>Life Cycle Management.</u> Please state how many times your product may be reused. (Since reusable products generally require more upfront costs than disposable products, they are often subjected to a cost/benefit analysis in order to determine the life cycle cost).</p>	<p>See complete response on Supplemental sheets following this form.</p>
<p><u>End of Life Management.</u> Will the manufacturer or designee accept the product back at the end-of-life? (who pays for the transportation of the product may be situation-specific).</p>	<p>See complete response on Supplemental sheets following this form.</p>

Required Form 10 - ENVIRONMENTAL- SUPPLEMENTAL INFORMATION

Note: We want to ensure all questions are answered completely and accurately. Per the requirements of the RFP, the following represents additional pages needed when the space on the Required Form was insufficient for a full response. For your convenience, all questions and correlating full responses from Required Form 10 are included whether or not additional space was required.

Recycled Content.

Products must contain a certain percentage of recycled content. Please include the amount of recycled content, both pre- and post-consumer, included in your product.

Recyclability.

Please include the types of materials included in your product, and if they are considered recyclable in typical municipal recycling streams.

PRODUCT RECYCLED CONTENT AND RECYCLABILITY			
Product	Pre-Consumer	Post-Consumer	Recyclability
Compose	45%	27%	47%
Hop Tables	34%	22%	99%
Hop Benching	24%	42%	48%
Jive Tables	63%	26%	98%
Maari Conference	24%	7%	100%
Maari Side	12%	10%	100%
Masters Series	49%	26%	20%
Planes Training Tables	57%	27%	18%
Poppy Lounge	5%	7%	74%
Soji Task	15%	8%	94%
Very Side	7%	10%	95%
Very Wire Stacker	9%	13%	97%

Required Form 10 - ENVIRONMENTAL- SUPPLEMENTAL INFORMATION

Biodegradability.

Products must be capable of composting at a commercial composting facility. Please state whether each product offered in your proposal is compostable.

Not applicable - Haworth products are designed to be durable and long-lasting to meet the performance requirements our customers demand. With the exception of some natural fabrics that may be available on seating products and panels, Haworth products are not biodegradable.

Compostability.

Products must be capable of decomposing under natural conditions. Please state whether each Product offered in your proposal is biodegradable.

Not applicable - Haworth products are designed to be durable and long-lasting to meet the performance requirements our customers demand. With the exception of some natural fabrics that may be available on seating products and panels, Haworth products are not biodegradable.

Energy Consumption.

Please include the total amount of energy consumed for product or service manufacture, use and disposal. Different sources of energy are associated with different environmental impacts.

Energy Consumption	
Compose	5,300 MJ
Hop HAT	3,400 MJ
Hop Benching	2,800 MJ
Jive	availability mid-August
Maari Conference	1,470 MJ
Maari Side	1,020 MJ
Maari Stool	1,100 MJ
Masters	4,930 MJ
Planes HAT	2,530 MJ
Poppy Lounge	2,380 MJ
Soji	2,120 MJ
Very	2,480 MJ
Very Stacker	570 MJ

Required Form 10 - ENVIRONMENTAL- SUPPLEMENTAL INFORMATION

Energy Efficiency.

Products must meet or exceed the Department of Energy (DOE) and Environmental Protection Agency criteria for use of the ENERGY STAR trademark label; or is in the upper 25% of efficiency for all similar products as designated by the U.S. Department of Energy's Federal Energy Management Program.

Not applicable

Water Efficiency.

Eligible products must meet or exceed the Environmental Protection Agency's WaterSense program, or be water-efficient or low-flow fixtures.

Not applicable

Low VOCs

Products should contain low or no volatile organic compounds (VOCs). Please indicate any VOC content in each applicable product offered in your proposal.

Haworth produces 133 low-emitting product lines. Since 2005 we have reduced our VOC emissions by 70%, GHG emissions by 20%, and energy use by almost 30%. More than 95% of our products are air quality certified (GREENGUARD®). GREENGUARD certificates for the products positioned in this response are available upon request.

Reduced Packaging.

Please include any efforts made to reduce the packaging of the products included in this proposal.

Haworth has successfully eliminated polystyrene from most packaging materials; it is currently used only in very small quantities (less than 5%) of product packaging where alternatives do not sufficiently protect the integrity of package contents. Haworth continues working toward the greening of the supply chain and eliminating packaging that is not recyclable. Paperboard protective posts and polyester banding contain 100% recycled content; and cartons, dividers, pads, and sheets are made from corrugated fiberboard that is 35%-40% recycled content. Protective pads, fillers, and dunnage are honeycomb and contain 20% recycled content. Each year Haworth introduces more stretch wrapping and blanket wrapping on selected product, further reducing raw material consumption and eliminating waste at the customer location. Our packaging engineers and transportation teams work together to seek new environmentally friendly packaging methods that can be implemented without compromising the level of protection provided while in transit.

Required Form 10 - ENVIRONMENTAL- SUPPLEMENTAL INFORMATION

Pollution Prevention.

Please state your company's policy on source reduction. The Pollution Prevention Act defines source reduction to mean any practice that: (1) Reduces the amount of any hazardous substance, pollutant or contaminant entering any waste stream or otherwise released into the environment (including fugitive emissions) prior to recycling, treatment or disposal, and (2) Reduces the hazards to public health and the environment associated with the release of such substances, pollutants or contaminants. The term includes: equipment or technology modifications, process or procedure modifications, reformulation or redesign of products, substitution of raw materials, and improvements in housekeeping, maintenance, training or inventory control.

Caring for our environment has been a long held, company-wide value. Haworth was the first office furniture manufacturer to achieve Zero Waste to Landfill status in all its global manufacturing facilities, and among the first to achieve 14001 certification. We maintain both ZWTL and ISO 14001 (along with ISO 9001) in all our owned manufacturing facilities worldwide. We continuously evaluate both our products and our production processes and we implement improvements at all stages, from design through end of life.

Haworth is committed to providing our customers with products that support safe and healthy environments, and to a policy of material chemistry transparency. Complying with applicable legal requirements on chemicals, such as REACH, is considered as minimum standard for all our operations. We are working diligently toward reducing potentially hazardous chemicals beyond regulatory restrictions associated with parts and materials we source. We anticipate the complete elimination of targeted hazardous chemicals as new safer, alternatives become commercially available.

Required Form 10 - ENVIRONMENTAL- SUPPLEMENTAL INFORMATION

Life Cycle Management.

Please state how many times your product may be reused. (Since reusable products generally require more upfront costs than disposable products, they are often subjected to a cost/benefit analysis in order to determine the life cycle cost).

Haworth products are designed for a long life of active and continuous use, and we offer one the strongest product warranties in the industry. Most products come with a lifetime warranty that is good for around the clock usage, and our most popular task seating is warrantied up to 400 pounds. Often, it is not the deterioration of Haworth product, but rather a desire for a new aesthetic, that drives customers to replace product. Many of our customers have had product in active use for more than two decades. Haworth's value proposition, Organic Workspace, allows customers to flex their environments as their organizational priorities shift, reducing the cost of realigning space to support ever-evolving business activities, and offering customers an even greater return on their investment. Unlike conventional spaces, Organic Workspaces are designed to embrace change, ensuring that your physical space, technology, and processes remain in alignment with your organizational and cultural goals.

End of Life Management.

Will the manufacturer or designee accept the product back at the end-of-life? (who pays for the transportation of the product may be situation-specific).

Haworth has a Seating Take-Back Program, which is offered on Zody and Very, two of the company's best-selling chairs in its task seating line. This program was established so that at the end of a Zody or Very chair's useful life, customers can simply ship it back to Haworth (customers cover the cost of return shipping). Depending on the model and options, we will be able to recycle up to 98% of the chair. Although we do not have a formal program in place to return other Haworth product, Haworth and our dealer partners are experienced in helping customers develop a comprehensive exit strategy for the removal of unwanted/outdated existing furniture. Aligned with our zero waste to landfill philosophy, we partner with several companies to find a second life for products - often through remanufacturing or charitable donations - with recycling considered as a last resort. Final solutions are typically a combination of all options, depending on the age, type, and marketability of existing furnishings. Further, if customers are replacing existing Haworth product with new Haworth product, we will work with your organization to develop a disposition program and assign a value to existing furniture that can be applied to new purchases. These options may also include discussion around the transportation costs of returning existing Haworth furniture.

EXHIBIT D – FEDERAL CONTRACT TERMS AND CONDITIONS

This Exhibit is attached and incorporated into the Furniture, Installation, and Related Products and Services (the “Contract”) between the City of Charlotte and Haworth, Inc. (the “Company”). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension.** The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder’s list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder’s list, the Company shall notify the City immediately. The Company’s completed Form 8 – Vendor Debarment Certification is incorporated herein as Form D.1 below.
2. **Record Retention.** The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** The Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Energy Efficiency.** The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** The Company certifies that:
 - 6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
 - 6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].

- 6.3. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 6.4. The Company's completed Form 9 –Byrd Anti-Lobbying Certification is incorporated herein as Form D.2 below.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
9. **DHS Seal, Logo, and Flags.** The Company shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Company, or any other party pertaining to any matter resulting from the Contract.
11. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** In its performance under the Contract, the Company shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Company is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Company is required to pay wages not less than once a week.
12. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145).** In its performance under the Contract, the Company shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the Company is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
13. **Equal Employment Opportunity.** In its performance under the Contract, the Company shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.,

p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**Section 7
Required Forms**

**REQUIRED FORM 8 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS**

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

I hereby certify as stated above:

Matthew Corl
(Print Name)


Signature

Manager Business Segments
Title

7-15-19
Date

I am unable to certify to one or more the above statements. Attached is my explanation. [Check box if applicable]

(Print Name)

Signature

Title

Date

Section 7
Required Forms

REQUIRED FORM 9 – BYRD ANTI-LOBBYING CERTIFICATION

RFP # 269-2019-105

FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Haworth, Inc. (the "Company") certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Matthew Corl
(Print Name)


Authorized Signature

7-15-19
Date

Haworth, Inc.
Company Name

One Haworth Center
Address

Holland, MI 49423
City/State/Zip



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Grand Rapids MI Office 50 Louis Street NW Suite 200 Grand Rapids MI 49503 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Haworth International, LTD.; Haworth, Inc. & Subsidiaries; Thought Stream LLC One Haworth Center Holland MI 49423-9576 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	ACE Property & Casualty Insurance Co.	20699
	INSURER B:	ACE American Insurance Company	22667
	INSURER C:	ACE Fire Underwriters Insurance Co.	20702
	INSURER D:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 57D079458229 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
S	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Vendors Endorsement <input checked="" type="checkbox"/> \$500,000 SIR GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		Y	XSLG71448800 SIR applies per policy terms & conditions	11/01/2019	11/01/2020	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMPROP AGG	\$2,000,000
S	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> DWNO AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NDN-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Phys Dmg-Sell Insd			ISA H25286716	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PRDPRTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEO <input type="checkbox"/> RETENTION \$25,000			XOOG71199721002	11/01/2019	11/01/2020	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WLRC66042996 WCUC66043071 SIR applies per policy terms & conditions SCFC66043034	11/01/2019	11/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
			N/A				E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Contract No. 2020000606. The City of Charlotte is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER City of Charlotte 600 East Fourth Street, 8th Floor Charlotte NC 28202 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier: 570079458229 Certificate No: 570079458229



HAWORTH'S OMNIA PARTNERS MULTIPLE AWARD CONTRACT DISCOUNTS CUSTOMER COPY

80435 AA for orders shipping to continental U.S. locations, accessing North American price list

Product Group	Systems, Tables and Healthcare Products	Seating	Freestanding	Wood Casegoods & Wood Tables	Flooring/Electrical Architectural Interiors	List Dollar Value	Customer Discount Product Only
I Regular Lead Time	UniGroup®, PLACES®, UniGroup® Too Adaptable Components					\$1-\$100,000 \$100,001 or More	71% Negotiable
II Regular Lead Time	PREMISE®, Compose®, IF					\$1-\$100,000 \$100,001 or More	68% Negotiable
III Regular Lead Time			Beside® X Series® Casegoods V Series® Casegoods			\$1-\$50,000 \$50,001 or More	63% Negotiable
IV Regular Lead Time		Monaco®, Improv®, Look®				\$1-\$25,000 \$25,001 or More	63% Negotiable
V Regular Lead Time		X99®				\$1-\$25,000 \$25,001 or More	60% Negotiable
VI Regular Lead Time	Patterns™ Reside® Desking Intuity®, Active Components™					\$1-\$50,000 \$50,001 or More	53% Negotiable
VII Regular Lead Time		Hello®, ToDo®, Openest®, Poppy™, Riverbend™, Pebble™ Cabana Lounge™				\$1-\$25,000 \$25,001 or More	53% Negotiable
VIII Regular Lead Time				Masters Series® Suite™		\$1-\$100,000 \$100,001 or More	53% Negotiable
IX Regular Lead Time		Cassis™, Candor®				\$1-\$25,000 \$25,001 or More	55% Negotiable
X Regular Lead Time	Planes®		Compose® Storage			\$1-\$50,000 \$50,001 or More	58% Negotiable
XI Regular Lead Time	Belong™ & Jump®stuff Work Tools					\$1-\$10,000 \$10,001 or More	41% Negotiable
XII Regular Lead Time	Haworth Collection- Haworth®					\$1-\$50,000 \$50,001 or More	41% Negotiable
XIII Regular Lead Time		Very® Very® Task Zody®				\$1-\$25,000 \$25,001 or More	55% Negotiable
XIV Regular Lead Time					Enclose® Walls Glass	\$1-\$100,000 \$100,001 or More	55% Negotiable

Product Group	Systems, Tables and Healthcare Products	Seating	Freestanding	Wood Casegoods & Wood Tables	Flooring/Electrical Architectural Interiors	List Dollar Value	Customer Discount Product Only
XV Regular Lead Time	Haworth Collection - Poltrona Frau®, Cappellini®, Cassina® Haworth Collection- Pablo Designs					\$1 or More	15%
XVI Regular Lead Time		Harbor Work Lounge®				\$1-\$50,000 \$50,001 or More	50% Negotiable
XVII Regular Lead Time	Haworth® Health Environments, Atwell™					\$1-\$50,000 \$50,001 or More	57.2% Negotiable
XVIII Regular Lead Time			A Series®			\$1-\$50,000 \$50,001 or More	53% Negotiable
XIX Regular Lead Time		Lively®				\$1-\$25,000 \$25,001 or More	60% Negotiable
XX Regular Lead Time		Soji®				\$1-\$25,000 \$25,001 or More	50% Negotiable
XXI Regular Lead Time	Workware® Technology Products					\$1-\$10,000 \$10,001 or More	55% Negotiable
XXII Regular Lead Time	Everyday Office (Hop®, Jump®) Jive®, Swivel™					\$1-\$50,000 \$50,001 or More	50% Negotiable
XXIII Regular Lead Time	Ergotron					\$1-\$10,000 \$10,001 or More	47.5% Negotiable
XXIV Regular Lead Time		Fern®				\$1-\$25,000 \$25,001 or More	50% Negotiable
XXV Regular Lead Time	Cultivate™					\$1-\$50,000 \$50,001 or More	58% Negotiable
XXVI Regular Lead Time	Haworth Collection- JANUS et Cie					\$1 or More	15%
XXVII Regular Lead Time	Haworth Collection- GAN					\$1 or More	10%
XXVIII Regular Lead Time	BuzziSpace					\$1-\$50,000 \$50,001 or More	35% Negotiable
XXIX Regular Lead Time		Maari				\$1-\$25,000 \$25,001 or More	54% Negotiable

**Seller offers the above mentioned discounts on products included in this Agreement which are offered in Seller's RUSH Programs. See the current price list(s) for a description of the products included in these programs.

- A. Only the items stated within each product group may be combined on a single purchase order for purposes of attaining a higher discount tier and/or negotiable discount tier. DIFFERENT PRODUCT GROUPS OR LEAD TIMES MAY NOT be combined together for purposes of attaining the next pricing tier.
- B. The applicable discount will be separately negotiated for new products or lead time programs introduced by Seller during the term of this Agreement.

HAWORTH'S OMNIA PARTNERS MULTIPLE AWARD CONTRACT DISCOUNTS CIF - CUSTOMER COPY

80435 BB for orders shipping to Non-continental U.S. and overseas International locations, accessing North American price list

Product Group	Systems, Tables and Healthcare Products	Seating	Freestanding	Wood Casegoods & Wood Tables	Flooring/Electrical Architectural Interiors	List Dollar Value	Customer Discount Product Only
I Regular Lead Time	UniGroup® PLACES® UniGroup® Too Adaptable Components					\$1-\$100,000 \$100,001 or More	68% Negotiable
II Regular Lead Time	PREMISE® Compose®, IF					\$1-\$100,000 \$100,001 or More	65% Negotiable
III Regular Lead Time			Beside® X Series® Casegoods V Series® Casegoods			\$1-\$50,000 \$50,001 or More	60% Negotiable
IV Regular Lead Time		Monaco®, Improv®, Look®				\$1-\$25,000 \$25,001 or More	60% Negotiable
V Regular Lead Time		X99®				\$1-\$25,000 \$25,001 or More	57% Negotiable
VI Regular Lead Time	Patterns™ Reside® Desking Intuity®, Active Components™					\$1-\$50,000 \$50,001 or More	50% Negotiable
VII Regular Lead Time		Hello®, ToDo®, Openest®, Poppy™, Riverbend™, Pebble™, Cabana Lounge™				\$1-\$25,000 \$25,001 or More	50% Negotiable
VIII Regular Lead Time				Masters Series®, Suite™		\$1-\$100,000 \$100,001 or More	50% Negotiable
IX Regular Lead Time		Cassis, Candor				\$1-\$25,000 \$25,001 or More	52% Negotiable
X Regular Lead Time	Planes®		Compose® Storage			\$1-\$50,000 \$50,001 or More	55% Negotiable
XI Regular Lead Time	Belong™ & Jump®stuff Work Tools					\$1-\$10,000 \$10,001 or More	38% Negotiable
XII Regular Lead Time	Haworth Collection- Haworth®					\$1-\$50,000 \$50,001 or More	38% Negotiable
XIII Regular Lead Time		Very® Very® Task Zody®				\$1-\$25,000 \$25,001 or More	52% Negotiable
XIV Regular Lead Time					Enclose® Walls Glass	\$1-\$100,000 \$100,001 or More	54% Negotiable

Product Group	Systems, Tables and Healthcare Products	Seating	Freestanding	Wood Casegoods & Wood Tables	Flooring/Electrical Architectural Interiors	List Dollar Value	Customer Discount Product Only
XV Regular Lead Time	Haworth Collection - Poltrona Frau®, Cappellini®, Cassina®, Haworth Collection - Pablo Design					\$1 or More	12%
XVI Regular Lead Time	Harbor Work Lounge®					\$1-\$50,000 \$50,001 or More	Negotiable 47%
XVII Regular Lead Time	Haworth® Health Environments, Atwel™					\$1-\$50,000 \$50,001 or More	54.2% Negotiable
XVIII Regular Lead Time			A Series®			\$1-\$50,000 \$50,001 or More	50% Negotiable
XIX Regular Lead Time		Lively®				\$1-\$25,000 \$25,001 or More	57% Negotiable
XX Regular Lead Time		Soji®				\$1-\$25,000 \$25,001 or More	47% Negotiable
XXI Regular Lead Time	Workware®, Technology Products					\$1-\$10,000 \$10,001 or More	52% Negotiable
XXII Regular Lead Time	Everyday Office (Hop®, Jump®), Jive®, Swivel™					\$1-\$50,000 \$50,001 or More	47% Negotiable
XXIII Regular Lead Time	Ergotron					\$1-\$10,000 \$10,001 or More	44.5% Negotiable
XXIV Regular Lead Time		Fern®				\$1-\$25,000 \$25,001 or More	47% Negotiable
XXV Regular Lead Time	Cultivate™					\$1-\$50,000 \$50,001 or More	55%
XXVI Regular Lead Time	Haworth Collection- JANUS et Cie					\$1 or More	12%
XXVII Regular Lead Time	Haworth Collection- GAN					\$1 or More	7%
XXVIII Regular Lead Time	BuzziSpace					\$1-\$50,000 \$50,001 or More	32% Negotiable
XXIX Regular Lead Time		Maari				\$1-\$25,000 \$25,001 or More	51% Negotiable

**Seller offers the above mentioned discounts on products included in this Agreement which are offered in Seller's RUSH Programs. See the current price list(s) for a description of the products included in these programs.

A. Only the items stated within each product group may be combined on a single purchase order for purposes of attaining a higher discount tier and/or negotiable discount tier. DIFFERENT PRODUCT GROUPS OR LEAD TIMES MAY NOT be combined together for purposes of attaining the next pricing tier.

B. The applicable discount will be separately negotiated for new products or lead time programs introduced by Seller during the term of this Agreement.

CONTRACT DOCUMENTS

**CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
CITY OF LINCOLN - LANCASTER COUNTY
PUBLIC BUILDING COMMISSION**

**ANNUAL SERVICE
FOR
Providing and Delivery of Industrial & Medical Gas
Bid No. 20-001**

**Matheson-Tri Gas
6901 Cornhusker Highway
Lincoln, NE 68507
402-739-0668**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Matheson-Tri Gas, 6901 Cornhusker Highway, Lincoln, NE 68507**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have 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 Service – Providing and Delivery of Industrial & Medical Gas, Bid No. 20-001

and,

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

WHEREAS, the Owners, 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 Owners 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 Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

Agreement to Full Proposal

2. The Owners agree 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 Owners:

The Owners 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 Owners shall order on an as-needed basis for the duration of the contract. The cost of products or services for City Departments shall not exceed \$28,000.00 during the contract term without approval by the City of Lincoln. The cost of products or services for County Agencies shall not exceed \$5,700.00 during the contract term without approval by the Board of Commissioners. The cost of products or services for the Public Building Commission shall not exceed \$500.00 during the contract term without approval by the Board of the Public Building Commission.

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 Owners 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 Owners 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 Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' 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. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission. Notwithstanding the foregoing, the duties and obligations of the City, the County, and the Building Commission pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the City, the County, or the Building Commission shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.

8. Audit Provision: The Service Provider shall be subject to an audit and shall, upon request, make available to the Public Building Commission or a contract auditor hired by the Public Service Commission, copies of all financial and performance related records and materials related to this Agreement, as allowed by law.
9. Period of Performance. This Contract shall be effective February 11, 2020 through February 10, 2021. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year terms.
10. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Response
 3. Addendum 1
 4. Special Provisions
 5. Specifications
 6. Instructions to Bidders
 7. Insurance Requirements
 8. Certificate of Insurance and Endorsements
 9. Protection of Proprietary Information and Trade Secrets
 10. Notice to Bidders
 11. Sales Tax Exemption Form 13(Note: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.)

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

The Contractor and the Owners 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 Owners do hereby execute this contract upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

CONTRACT
Annual Service
Providing and Delivery of Industrial & Medical Gas
Bid No. 20-001
City of Lincoln, Nebraska, Lancaster County,
City of Lincoln - Lancaster County Public Building Commission
Matheson-Tri Gas

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary Seal

MATHESON TRI-GAS, INC
Name of Corporation
909 LAKE CAROLYN PKWY
JANING, TX 75039
Address
By: Bob Klyde
Duly Authorized Official
REGIONAL GENERAL MANAGER
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 Signature Page

**CONTRACT
Annual Service
Providing and Delivery of Industrial & Medical Gas
Bid No. 20-001
City of Lincoln, Nebraska, Lancaster County,
City of Lincoln - Lancaster County Public Building Commission
Matheson-Tri Gas**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA6

Leirion Gaylor Baird, Mayor

Approved by Executive Order No. _____

dated _____

Lancaster County Signature Page

**CONTRACT
Annual Service
Providing and Delivery of Industrial & Medical Gas
Bid No. 20-001
City of Lincoln, Nebraska, Lancaster County,
City of Lincoln - Lancaster County Public Building Commission
Matheson-Tri Gas**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

**Lincoln-Lancaster County Public Building Commission
Signature Page**

**CONTRACT
Annual Service
Providing and Delivery of Industrial & Medical Gas
Bid No. 20-001
City of Lincoln, Nebraska, Lancaster County,
City of Lincoln - Lancaster County Public Building Commission
Matheson-Tri Gas**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____



20-001 Addendum 1

Matheson-Tri Gas

Supplier Response

Event Information

Number: 20-001 Addendum 1
Title: Annual Service - Providing and Delivery of Industrial & Medical Gas
Type: Notice to Bidders
Issue Date: 12/6/2019
Deadline: 1/8/2020 12:00 PM (CT)

Contact Information

Contact: Rachelle Hinze Buyer
Address: Suite 200
Purchasing
440 S. 8th St.
Lincoln, NE 68508
Phone: 1 (402) 441-8313
Fax: 1 (402) 441-6513
Email: rhinze@lincoln.ne.gov

Matheson-Tri Gas Information

Contact: Kevin Peterson
Address: 6901 Cornhusker Highway
Lincoln, NE 68507
Phone: (402) 739-0668
Email: kpeterson@mathesongas.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Bob Klopnieski
Signature

bklopnieski@mathesongas.com
Email

Submitted at 1/7/2020 4:43:25 PM

Response Attachments

MathesonTri-GasInc - Client Pack - 1516772.PDF

Matheson Cert of Insurance

Bid Attributes

1 U.S. Citizenship Attestation

Is your company legally considered an Individual or Sole Proprietor: YES or NO

As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: <http://www.sos.ne.gov/business/notary/citizenforminfo.html>

All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.

If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U S Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.

No

2 Instructions to Bidders

I acknowledge reading and understanding the Instructions to Bidders.

Yes

3 Insurance Requirements and Endorsements

Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements.

Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.

Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.

Yes

4 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

5 Specifications

I acknowledge reading and understanding the specifications.

Yes

6 Demurrage or other charges

Does your company have demurrage charges? Yes/No _____. If yes, what is the charge? Explain.
List any other charges, if applicable.

NO

7 Hazardous Material Charge

Does your company charge a hazardous waste charge? Yes/No _____. If yes, what is the charge? Explain.

NO

8 Hydrostatic Testing

Is there a charge for vendor owned hydrostatic testing? Yes/No _____. If so, what is the cost.
What is your charge for owner owned hydrostatic testing?

YES - \$21.00 per cylinder

9 Sample Contract

I acknowledge reading and understanding the sample contract.

Yes

10 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 _____

a. Yes b. yes c. one year from contract start per year

11 Special Provision Term Contract Provisions

I acknowledge reading and understanding the Special Provision Term Contract Provisions.

Yes

1 2	<p>Deliver of Liquid Oxygen</p> <p>I acknowledge that my company is capable of delivering liquid oxygen in bulk.</p> <p><input type="text" value="Yes"/></p>
1 3	<p>Recycling of Corrugated Cardboard</p> <p>I acknowledge and accept that I must comply with the City of Lincoln recycling regulations which includes a ban of all corrugated cardboard from the City Landfill effective April 1, 2018. Vendors shall haul any recyclable material directly to any of the three processor facilities which are currently operating in the City of Lincoln, or they can use a recycled material hauler for curbside collection at their place of business. Vendors are also encouraged to recycle any of their approved materials used, or removed, from a City or County jobsite. Go to - http://lincoln.ne.gov/city/pworks/solid-waste/recycle/ for more information on City of Lincoln recycling programs.</p> <p><input type="text" value="Yes"/></p>
1 4	<p>Government/Corporate Purchase Card</p> <p>Will your company accept payment by a Visa/Purchase Card? Yes/No _____</p> <p>1) If yes, will your company charge a fee for accepting a Visa/Purchase Card? Yes/No _____</p> <p>2) If yes, do you require payment upon receipt of order? Yes/No _____</p> <p>3) If yes, will you accept payment after delivery and acceptance of product/equipment/service? Yes/No _____</p> <p><input type="text" value="Yes 1. No 2. Within 20 days 3. Yes within the 20 days"/></p>
1 5	<p>Purchase Order, Contract and Delivery Contact</p> <p>The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the contract/PO to be awarded.</p> <p><input type="text" value="Greg Reeder greeder@mathesongas.com 402-434-6010"/></p>
1 6	<p>Bid Award</p> <p>I acknowledge and understand that the City, County and/or Public Building Commission reserve 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.</p> <p>a) Do you agree and understand? Yes/No _____</p> <p>b) Is your pricing based on all-or-nothing basis? Yes/No _____</p> <p><input type="text" value="a. yes b. yes"/></p>
1 7	<p>Quantities</p> <p>I acknowledge that the quantities listed for each line item are an estimated amount. The City/County does not guarantee any dollar amount or order quantities for the term of the contract.</p> <p><input type="text" value="Y"/></p>
1 8	<p>Delivery</p> <p>State number of delivery days after receipt of order (ARO). FOB to the City/County at the location specified with all transportation charges paid.</p> <p><input type="text" value="5 days"/></p>
1 9	<p>Contact</p> <p>Name of person submitting this bid:</p> <p><input type="text" value="Greg Reeder"/></p>

20	Electronic Signature Please check here for your electronic signature. <input type="text" value="Yes"/>
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21	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. <input type="text" value="Yes"/>
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Bid Lines

1	Acetylene B 40 CF Quantity: <u> 1 </u> UOM: <u> Daily Rental </u> Unit Price: <input type="text" value="\$0.12"/> Total: <input type="text" value="\$0.12"/> Manufacturer #: <input type="text" value="AC B"/> Item Attributes 1. Cylinder Size List Your Cylinder Size <input type="text" value="40 cubic feet"/> 2. Cubic Foot Refill Charge List Your Cubic Foot Price Per Refill <input type="text" value="\$0.496"/> 3. Cylinder Refill Charge List Your Refill Cost Per Cylinder <input type="text" value="\$19.84"/> 4. Cylinder Replacement Charge List Your Cylinder Replacement Cost (Loss of Use) <input type="text" value="\$152.25"/>
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2	Acetylene SM WSN 140 CF Quantity: <u> 1 </u> UOM: <u> Daily Rental </u> Unit Price: <input type="text" value="\$0.12"/> Total: <input type="text" value="\$0.12"/> Manufacturer #: <input type="text" value="AC SM"/> Item Attributes 1. Cylinder Size List Your Cylinder Size <input type="text" value="140 cubic feet"/> 2. Cubic Foot Refill Charge List Your Cubic Foot Price Per Refill <input type="text" value="\$0.4079"/> 3. Cylinder Refill Charge List Your Refill Cost Per Cylinder <input type="text" value="\$57.11"/>
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4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$262.50

3 Acetylene 75 CF

Quantity: 1 UOM: Daily Rental Unit Price: Total:

Manufacturer #:

Item Attributes

1. Cylinder Size

List Your Cylinder Size

75 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.4654

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$34.91

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$194.25

4 Acetylene WQ 75 CF Capped

Quantity: 1 UOM: Daily Rental Unit Price: Total:

Manufacturer #:

Item Attributes

1. Cylinder Size

List Your Cylinder Size

75 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.4654

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$34.91

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$194.25

5 Acetylene LG 390

Quantity: 1 UOM: Daily Rental Unit Price: Total:

Manufacturer #:

Item Attributes**1. Cylinder Size**

List Your Cylinder Size

390 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.3707

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$144.60

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$418.95

6 Acetylene MC 10 CFQuantity: 1 UOM: Daily Rental Unit Price: \$0.12 Total: \$0.12Manufacturer #: AC MC**Item Attributes****1. Cylinder Size**

List Your Cylinder Size

10 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$1.742

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$17.42

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$94.50

7 Acetylene Small Capped 140 CFQuantity: 1 UOM: Daily Rental Unit Price: \$0.12 Total: \$0.12Manufacturer #: AC SMNC**Item Attributes****1. Cylinder Size**

List Your Cylinder Size

140 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.4079

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$57.11

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$262.50

8 Acetylene Large Capped 3902CF

Quantity: 1 UOM: Daily Rental Unit Price: \$0.12 Total: \$0.12

Manufacturer #: AC LG390

Item Attributes

1. Cylinder Size

List Your Cylinder Size

390 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.3707

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$144.60

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$418.95

9 Acetylene MC 10 CF

Quantity: 1 UOM: Daily Rental Unit Price: \$0.12 Total: \$0.12

Manufacturer #: AC MC

Item Attributes

1. Cylinder Size

List Your Cylinder Size

10 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$1.742

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$17.42

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$94.50

1
0

Acetylene Small WS 140CF

Quantity: 1 UOM: Daily Rental Unit Price: Total:

Manufacturer #:

Item Attributes

1. Cylinder Size

List Your Cylinder Size

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

1
1

S Argon 150 CF

Quantity: 1 UOM: Daily Rental Unit Price: Total:

Manufacturer #:

Item Attributes

1. Cylinder Size

List Your Cylinder Size

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

1
2

Argon T 336 CF

Quantity: 1 UOM: Daily Rental Unit Price: Total:

Manufacturer #:

Item Attributes

1. Cylinder Size

List Your Cylinder Size

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.0659

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$21.75

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$383.75

1
3

Argon 75% 25% Co2 80 CF

Quantity: 1 UOM: Daily Rental Unit Price: Total:

Manufacturer #:

Item Attributes

1. Cylinder Size

List Your Cylinder Size

80 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.1271

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$10.17

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$208.95

1
4

Argon 75%/25% Co2 155 CF (S size)

Quantity: 1 UOM: Daily Rental Unit Price: Total:

Manufacturer #:

Item Attributes

1. Cylinder Size

List Your Cylinder Size

155 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.0878

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$13.61

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$278.25

1
5

Argon 75%/25% Co2 R 20CF

Quantity: 1 UOM: Daily Rental Unit Price: \$0.12 Total: \$0.12

Manufacturer #: MX WM820

Item Attributes

1. Cylinder Size

List Your Cylinder Size

20 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.3615

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$7.23

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$115.50

1
6

Argon Industrial Q 80 CF

Quantity: 1 UOM: Daily Rental Unit Price: \$0.12 Total: \$0.12

Manufacturer #: AR 80

Item Attributes

1. Cylinder Size

List Your Cylinder Size

88 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.1165

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$10.26

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$208.95

1
7

Argon Medical PSI 180 Liter Liquid

Quantity: 1 UOM: Daily Rental Unit Price: \$0.87 Total: \$0.87

Manufacturer #: AR 180LMP

Supplier Notes: Please note that this is not a medical grade gas as stated above. This is an industrial grade

Item Attributes**1. Cylinder Size**

List Your Cylinder Size

4961 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.0445

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$220.83

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$3668.70

1
8

Argon UHP 1L 300 CF

Quantity: 1 UOM: Daily Rental Unit Price: \$0.12 Total: \$0.12 Manufacturer #: AR UHP1L **Item Attributes****1. Cylinder Size**

List Your Cylinder Size

330 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.0659

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$21.75

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$383.25

1
9

Q Argon, Helium/CO2 mix - 90% Argon, 7.5% Helium and 2.5% Carbon Dioxide 80 CF

Quantity: 1 UOM: Daily Rental Unit Price: \$0.12 Total: \$0.12 Manufacturer #: MX ARHE7.5CD80 Item Notes: The gas is for welding stainless steel **Item Attributes****1. Cylinder Size**

List Your Cylinder Size

80 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.3082

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$24.66

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$208.95

2
0

Carbon Dioxide Beverage Size 20 AL

Quantity: 1 UOM: Daily Rental Unit Price: Total:

Manufacturer #:

Item Attributes

1. Cylinder Size

List Your Cylinder Size

20 pound

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.379

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$7.58

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$162.75

2
1

Argon 75%/25% Co2 155 CF

Quantity: 1 UOM: Daily Rental Unit Price: Total:

Manufacturer #:

Item Attributes

1. Cylinder Size

List Your Cylinder Size

155 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.0878

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$13.61

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$278.25

2
2

Argon Liquid GP50 230 PSI GP-50 4709 CF

Quantity: 1 UOM: Daily Rental Unit Price: Total:

Manufacturer #:

Item Attributes

1. Cylinder Size

List Your Cylinder Size

4961 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.0681

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$338.18

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$3688.70

2
3

C-25 High Grade AWS Welding Mix 300 SCF 384

Quantity: 1 UOM: Daily Rental Unit Price: Total:

Manufacturer #:

Item Attributes

1. Cylinder Size

List Your Cylinder Size

384 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.0545

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$20.95

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$383.25

2
4

Carbon Dioxide 10 lb Cyl

Quantity: 1 UOM: Daily Rental Unit Price: Total:

Manufacturer #:

Item Attributes

1. Cylinder Size

List Your Cylinder Size

10 pound

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.499

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$4.99

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$126.00

2
5

Carbon Dioxide 20 lb Cyl

Quantity: 1 UOM: Daily Rental Unit Price: Total:

Manufacturer #:

Item Attributes

1. Cylinder Size

List Your Cylinder Size

20 pound

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.279

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$5.58

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$162.75

2
6

Carbon Dioxide 50 lb Cyl

Quantity: 1 UOM: Daily Rental Unit Price: Total:

Manufacturer #:

Item Attributes

1. Cylinder Size

List Your Cylinder Size

50 pound

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

0.1474

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$7.37

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$362.25

27

Carbon Dioxide 50 lb Cyl with Siphon

Quantity: 1 UOM: Daily Rental Unit Price: \$0.12 Total: \$0.12

Manufacturer #: CD 50S

Item Attributes

1. Cylinder Size

List Your Cylinder Size

50 pound

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.1474

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$7.37

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$362.25

28

Compressed Air T 300 CF (Industrial)

Quantity: 1 UOM: Daily Rental Unit Price: \$0.12 Total: \$0.12

Manufacturer #: CA 300

Item Attributes

1. Cylinder Size

List Your Cylinder Size

280 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.322

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$9.04

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$383.25

29

Dry Ice Pellet 600 3/8 Pellet

Quantity: 1 UOM: EA Unit Price: Total:

Manufacturer #:

Item Notes: Product is used at Pinnacle Bank Arena for shows as needed

Item Attributes

1. Container Rental

List your daily rental price for a Dry Ice Pellet container _____

List size of container. _____

30

G Hydrogen UHP/Zero 40 CF

Quantity: 1 UOM: Daily Rental Unit Price: Total:

Manufacturer #:

Item Attributes

1. Cylinder Size

List Your Cylinder Size

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

31

Helium Balloon Grade (Size 200)

Quantity: 1 UOM: Daily Rental Unit Price: Total:

Manufacturer #:

Item Attributes

1. Cylinder Size

List Your Cylinder Size

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$362.25

3
2

THE UHP/Zero 300 CF

Quantity: 1 UOM: Daily Rental Unit Price: Total:

Manufacturer #:

Item Attributes

1. Cylinder Size

List Your Cylinder Size

288 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.482

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$138.83

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$383.25

3
3

Nitrogen K 244 CF

Quantity: 1 UOM: Daily Rental Unit Price: Total:

Manufacturer #:

Item Attributes

1. Cylinder Size

List Your Cylinder Size

255 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.0314

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$8.03

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$362.25

3
4

K Oxygen Medical 244 CF

Quantity: 1 UOM: Daily Rental Unit Price: Total:

Manufacturer #:

Item Attributes**1. Cylinder Size**

List Your Cylinder Size

249 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.0338

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$8.43

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$362.25

3
5

Nitrogen Industrial 200

Quantity: 1 UOM: Daily Rental Unit Price: \$0.12 Total: \$0.12 Manufacturer #: NI 200 **Item Attributes****1. Cylinder Size**

List Your Cylinder Size

255 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.0314

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$8.03

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$362.25

3
6

Nitrogen T 300 CF (Industrial size)

Quantity: 1 UOM: Daily Rental Unit Price: \$0.12 Total: \$0.12 Manufacturer #: NI 300 **Item Attributes****1. Cylinder Size**

List Your Cylinder Size

300 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.0299

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$8.99

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$383.25

3
7

Nitrogen UHP 1L T 300 CF

Quantity: 1 UOM: Daily Rental Unit Price: \$0.12 Total: \$0.12

Manufacturer #: NI UHP1L

Item Attributes

1. Cylinder Size

List Your Cylinder Size

300 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.082

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$24.60

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$383.25

3
8

Nitrogen UHP 1R

Quantity: 1 UOM: Daily Rental Unit Price: \$0.12 Total: \$0.12

Manufacturer #: NI UHP1R

Item Attributes

1. Cylinder Size

List Your Cylinder Size

144 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.1197

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$17.25

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$350.70

3
9

Nitrogen Industrial 80

Quantity: 1 UOM: Daily Rental Unit Price: Total:

Manufacturer #:

Item Attributes

1. Cylinder Size

List Your Cylinder Size

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

4
0

Nitrous Oxide USP E 7 lb. Medical

Quantity: 1 UOM: Daily Rental Unit Price: Total:

Manufacturer #:

Item Attributes

1. Cylinder Size

List Your Cylinder Size

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

4
1

Nitrous Oxide USP ME 7 lb. Medical

Quantity: 1 UOM: Daily Rental Unit Price: Total:

Manufacturer #:

Item Attributes

1. Cylinder Size

List Your Cylinder Size

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$2.8014

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$19.61

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$63.00

4
2

Oxygen Industrial 80 CF (Small)

Quantity: 1 UOM: Daily Rental Unit Price: Total:

Manufacturer #:

Item Attributes

1. Cylinder Size

List Your Cylinder Size

82 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.0832

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$6.83

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$208.95

4
3

Oxygen Industrial S 155 CF (Medium)

Quantity: 1 UOM: Daily Rental Unit Price: Total:

Manufacturer #:

Item Attributes

1. Cylinder Size

List Your Cylinder Size

152 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.0492

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$7.49

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$278.25

4 Oxygen Industrial R Size 20 CF (Smallest)

Quantity: 1 UOM: Daily Rental Unit Price: \$0.12 Total: \$0.12

Manufacturer #: OX 20

Item Attributes

1. Cylinder Size

List Your Cylinder Size

20 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.3145

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$6.29

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$208.95

4 Oxygen Industrial 40

Quantity: 1 UOM: Daily Rental Unit Price: \$0.12 Total: \$0.12

Manufacturer #: OX 40X

Item Attributes

1. Cylinder Size

List Your Cylinder Size

40 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.163

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$6.52

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$157.50

4 Oxygen Industrial K Size 200 CF (Large)

Quantity: 1 UOM: Daily Rental Unit Price: \$0.12 Total: \$0.12

Manufacturer #: OX 200

Item Attributes**1. Cylinder Size**

List Your Cylinder Size

200 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.163

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$7.96

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$362.25

4
7

Oxygen UHP 1L T 300 CF

Quantity: 1 UOM: Daily Rental Unit Price: \$0.12 Total: \$0.12 Manufacturer #: OX UHP1L **Item Attributes****1. Cylinder Size**

List Your Cylinder Size

337 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.2184

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$73.61

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$383.25

4
8

Oxygen USP M250 Medical K 244 CF (Cyl)

Quantity: 1 UOM: Daily Rental Unit Price: \$0.12 Total: \$0.12 Manufacturer #: OX M250 **Item Attributes****1. Cylinder Size**

List Your Cylinder Size

249 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.0338

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$8.43

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$362.25

4
9

Oxygen USP E 25 CF

Quantity: 1 UOM: Daily Rental Unit Price: \$0.12 Total: \$0.12

Manufacturer #: OX ME

Item Attributes

1. Cylinder Size

List Your Cylinder Size

25 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.2024

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$5.06

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$63.00

5
0

T Oxygen UHP/Zero 300 CF

Quantity: 1 UOM: Daily Rental Unit Price: \$0.12 Total: \$0.12

Manufacturer #: OX UHP1L

Item Attributes

1. Cylinder Size

List Your Cylinder Size

337 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.2184

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$73.61

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$383.25

5
1

Propane 20lb (Cyl)

Quantity: 1 UOM: Daily Rental Unit Price: Total:

Manufacturer #:

Item Attributes

1. Cylinder Size

List Your Cylinder Size

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

5
2

S Flash Sunarc 108S Stainless

Quantity: 1 UOM: Daily Rental Unit Price: Total:

Manufacturer #:

Item Attributes

1. Cylinder Size

List Your Cylinder Size

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

5
3

Q Sulfur Hexafluoride 99.9% 80 CF

Quantity: 1 UOM: Daily Rental Unit Price: Total:

Manufacturer #:

Item Attributes

1. Cylinder Size

List Your Cylinder Size

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$7.9153

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$633.23

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$208.95

5
4

T Compressed Air, UHP/Zero 300 CF

Quantity: 1 UOM: Daily Rental Unit Price: \$0.12 Total: \$0.12

Manufacturer #: SG SPPULW700

Item Attributes

1. Cylinder Size

List Your Cylinder Size

315 cubic feet

2. Cubic Foot Refill Charge

List Your Cubic Foot Price Per Refill

\$0.1955

3. Cylinder Refill Charge

List Your Refill Cost Per Cylinder

\$61.60

4. Cylinder Replacement Charge

List Your Cylinder Replacement Cost (Loss of Use)

\$383.25

Response Total: \$8.21

ADDENDUM #1
Issue Date:
12/19/2019
Bid No. 20-001
Annual Service
Providing and Delivery of Industrial & Medical Gas

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

- 3.1 Shall read billing shall be per cylinder.
- 4.2 Shall read Vendor shall exchange tanks out for full tanks within 3-5 business days.
- 6.12.1 Shall be removed.
- 9.4 Shall be removed.

END OF ADDENDA NO. 1

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Rachelle Hinze,
Buyer

**SPECIAL PROVISIONS
FOR
TERM CONTRACTS**

**PURCHASING DEPARTMENT
CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA**

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
 5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.

9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.

10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

SPECIFICATIONS FOR INDUSTRIAL and MEDICAL GAS

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 The City of Lincoln, Lancaster County, Public Building Commission (hereafter referred to as "Owners") are requesting bids from qualified companies, hereinafter referred to as Vendor(s) for Providing and Delivery Rental Industrial and Medical Gas Cylinders.
- 1.2 Vendor shall guarantee an inventory sufficient to supply gases within 2-3 days after receipt of order.
 - 1.2.1 The service will include various locations within the City of Lincoln, NE and a location in Ashland, NE.
- 1.3 Vendor shall submit bid documents and all supporting material via E-Bid.
 - 1.3.1 All inquiries regarding these specifications shall be directed via e-mail request to Rachelle Hinze (rhinze@lincoln.ne.gov).
 - 1.3.2 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
- 1.4 Vendor shall provide all personnel, equipment, supplies, transportation and all other items necessary to provide and service Industrial and Medical Gas Cylinder Rental and Refilling for the "Owners".
- 1.5 Vendor shall comply with applicable Federal, State and Local laws, codes, ordinances and regulation (including the obtaining of licenses and permits) regarding hazardous materials.
- 1.6 Approximate dollar spent in 2018 for industrial gas for the City of Lincoln and Pinnacle Bank Arena was \$27,000.00 and Lancaster County was \$4,500.00.
- 1.7 Approximate dollar spent in 2018 for medical gas for the City of Lincoln was \$3,000.00.
- 1.8 The term of this contract shall be a (1) year term with the option to renew for (3) three additional (1) one year terms.

2. CYLINDERS

- 2.1 All rental cylinders remain the property of the vendor unless purchased by the owners.
- 2.2 The cylinders must be in good condition with an operable valve or regulator.
- 2.3 Cylinders without valves should be capped.
- 2.4 The vendor is responsible for inspecting, pressure testing and hydrostatically testing all vendor-owned and owners' cylinders, in accordance with applicable Federal, State and Local laws.
 - 2.4.1 Vendor shall provide the department with documentation of the results.
- 2.5 Cylinder must follow the U. S. Department of Transportation labeling requirements.
- 2.6 Cylinders will be sufficiently labeled as to the content and be delivered in a clean usable condition.

3. CYLINDER REFILLS AND RENTALS

- 3.1 Cylinders owned by the Owners shall be filled by the successful vendor at the quoted price per cubic foot on an as needed basis.
 - 3.1.1 Billing shall state number of cubic feet filled in each tank.
 - 3.1.2 Number of tanks picked up and dropped off with number of days rented.
- 3.2 For billing purposes the vendor's cylinder rental will be a daily rate to be applied to the total number of cylinders on hand each day of this contract.
- 3.3 The vendor is responsible for inspecting, pressure testing and hydrostatically testing all cylinders, in accordance with applicable Federal, State and Local laws.
 - 3.3.1 Vendor shall provide the department with documentation of the results.
- 3.4 No rental fee shall be applied to any vendor owned cylinder picked up by the vendor five (5) days (Saturdays, Sundays and Holidays excluded) after the ordering entities have notified the vendor that empty cylinders are ready for return.
 - 3.4.1 The day the vendor is notified is excluded from this five (5) day period.

- 3.4.2 If the vendor is verbally notified of empty cylinders, qualified customer representative will make a record of the day, time and the vendor's representative contacted.

4. CUSTOMER OWNED SPECIFICATIONS

- 4.1 Owners shall call vendor when tanks start to run low.
- 4.2 Vendor shall exchange tanks out for full tanks within 3 business days.
- 4.3 If delivery cannot be met at the time the order is submitted by the department, the vendor will furnish vendor-owned cylinders to the owners at the same contract price as customer-owned cylinder and will not charge a rental fee.
- 4.4 The vendor shall notify the Owners of the number of cylinders that must be sent in for testing, along with the date the cylinder will be filled and returned.
 - 4.4.1 There shall be no additional charges assessed for cylinder testing.

5. LIQUID OXYGEN (BULK)

- 5.1 Vendor shall have the capability to deliver liquid oxygen in bulk.

6. DELIVERY AND PICKUP

- 6.1 All deliveries are to be made directly to each requesting department, as required by individual orders.
- 6.2 The vendor shall be responsible for delivery, off-loading of cylinders, loading and return of empty cylinders.
- 6.3 Pickup dates and times will be agreed upon by the ordering department and the vendor.
- 6.4 After each delivery and pickup, the vendor shall provide a packing slip or other similar document with the Owner's contact that contains:
 - 6.4.1 Size, serial number and contents of each container delivered, rejected, ready to be returned
 - 6.4.2 Date of delivery/pickup
 - 6.4.3 Name of driver
 - 6.4.4 Signature of driver and signature of department receiving order.
- 6.5 Vendor shall provide the name and contact information of a representative who will be available 24 hours a day, 7 days a week, in the event of an emergency.
- 6.6 All cylinders must be transported with safety carts.
- 6.7 Delivery must not be made via car or van.
- 6.8 Caps on cylinders must be loosened at time of delivery.
- 6.9 Tanks with cross threading, extremely tight caps or vent steam are not acceptable.
- 6.10 Delivery can be refused if conditions are not followed.
- 6.11 All deliveries will be made between the hours of 8:00 am and 4:00 pm, Monday through Friday, except holidays.
- 6.12 Cylinders are to be delivered by the vendor directly to each requesting department, laboratory or designated location.
 - 6.12.1 This may include unhooking and/or hooking up the cylinder "as requested", with the least amount of interrupted service and the empty cylinder(s) picked up.
- 6.13 All future location added will fall under these specifications.

7. LOST OR DAMAGED CYLINDERS

- 7.1 For each cylinder that is lost or damaged beyond repair while in the Owners possession, the Owner's shall pay the vendor the replacement value.
- 7.2 If any lost cylinder is located within thirty (30) calendar days after payment by the Owners, it may be returned to the Vendor and the Vendor shall pay the Owners an amount equal to the replacement value.
- 7.3 Any cylinders that are lost, damaged or stolen from the premises of the owners, or while in the possession of the owners, shall be the responsibility of the owners to

replace the cylinder at a reasonable and agreed value.

7.3.1 It shall be the responsibility of both the vendor and the department to maintain a current and accurate inventory record of all cylinders in the owner's possession.

7.3.2 Any discrepancies shall be resolved, within thirty (30) days of such discovery, in a mutually agreed upon manner between the owner's and the Vendor.

8. MATERIAL SAFETY DATA SHEETS (MSDS)

8.1 The awarded vendor shall submit a Material Safety Data Sheet, in accordance with the requirement of 29 CFR 1910-1200(g) for all hazardous material to the department upon delivery.

8.2 MSDS sheets shall also be given to the department for each type of gas they are using.

9. MEDICAL GAS

9.1 All medical gas cylinders must be equipped with flush type valves and shall be indexed in accordance with the "Pin Index Safety System" as directed in the Pamphlet V-S approved by the American Hospital Association and American Society of Anesthesiologists.

9.1.1 The purity of medical gases must equal or exceed U.S. Pharmacopeia specifications.

9.2 Medical gases must test for purity at 99.5% or better

9.3 Vendor furnishing medical gases must clearly identify each cylinder provided, either by decal sticker, or other durable means, regardless of point of origin or manufacturer.

9.4 Medical gases must be labeled with an expiration date.

9.5 Medical gas-filled cylinders must meet all State and Federal requirements for sale and distribution.

9.6 Vendor furnishing medical gases must be F.D.A. registered.

10. CONTRACTOR INSURANCE

10.1 The awarded Vendor shall furnish the Owners with a Certificate of Insurance ACORD and associated endorsements in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all Contracts" at time of award.

10.2 All certificates of insurance and endorsements shall be filed with the Owners on the standard ACORD Certificate of Insurance form showing specific limits of insurance coverage required and showing City of Lincoln as "Named Additional Insured" as pertains to these services.

10.3 **Vendors are strongly encouraged to send the insurance requirements and endorsement information to their Insurance Agent during the bid process in order to ensure contract execution within 5 days of award notice.**

INSTRUCTIONS TO BIDDERS

City of Lincoln, Nebraska, County of Lancaster, Public Building Commission

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, Lancaster County and Building Commission, hereafter referred to as "Owners" the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2011 shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspeg/index.htm>

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 to be received within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the Office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the Owners.
 - 2.4.2 For all other contracts: upon approval by the Owners of the executed contract and bonds.
- 2.5 Owners shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the Owners as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the specification documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owners; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City or County staff or officers except in the course of Owner sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Owners that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the specification document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the Owners' bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owners.
- 9.2 Such demonstration can be at the Owners delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the Owners of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The Owners reserve the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the Owners at the location specified by the Owners, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Owner employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the Owners, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the Owners. Replacement parts of defective components shall be shipped at no cost to the Owners. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the Owners; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, the Owners reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Owner, as required by the specification documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the Owners, and as the Owners deem will best serve the requirements and interests of the Owners.
- 13.5 The Owners reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the Owners.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the Owners. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The Owners reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless the Owners from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.
- 14.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

15.1 Unless stated otherwise, the Owners will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this proposal and any contract reached as a result of this process.

16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. EQUIPMENT TAX ASSESSMENT

17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes Section 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

18.1 The City of Lincoln-Lancaster County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. INSURANCE

19.1 All Bidders shall take special notice of the insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for City, County, Building Commission*).

20. EXECUTION OF AGREEMENT

20.1 Depending on the type of service and commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

- a. **PURCHASE ORDER**, unless otherwise noted.
 - 1. This Contract shall consist of a City of Lincoln, Lancaster County and City-County Public Building Commission Purchase Order.
 - 2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
- b. **CONTRACT**, unless otherwise noted.
 - 1. City, County and City-County Public Building Commission will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
 - 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
 - 3. The City, County and City-County Public Building Commission will sign and date the Contract.
 - 4. Upon approval and signature, the City, County and City-County Public Building Commission will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

21.1 The Owners are generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

22. CITY AUDIT ADVISORY BOARD

22.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

23. E-VERIFY

23.1 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. For information on the E-Verify Program, go to www.uscis.gov/everify.

INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln Lancaster County Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN, LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION. **FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY INCLUDE THE ENTITY ISSUING THE CONTRACT.**

FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE REQUIREMENTS SET FORTH BELOW.

Insurance; Coverage Information

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

Certificates

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

1. **Commercial General Liability**

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.1 **Additional Insured (Requires an Endorsement Form)**

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

1.2 **Automobile Liability**

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

1.3 **Garage Keepers / Garage Liability**

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

1.4 **Workers' Compensation; Employers' Liability**

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

1.5 Builder's Risk Insurance

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

1.6 Pollution Liability

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

1.7 Errors and Omissions; Professional Liability

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

1.8 Railroad Contractual Liability Insurance

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

1.8.1 Railroad Protective Liability

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.9 Cyber Insurance

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss

or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. Reservation of Rights

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. Sovereign Immunity

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. Further Contact

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT	AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Matheson Tri-Gas, Inc.		Endorsement Number 4	
Policy Symbol ISA	Policy Number H25288919	Policy Period 10/01/2019 TO 10/01/2020	Effective Date of Endorsement 10/01/2020
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured MATTHESON TRI-GAS, INC. 150 ALLEN STREET, SUITE 302 BASKING RIDGE NJ 07920	Endorsement Number
	Policy Number Symbol: WLR Number: C65890094
Policy Period 10-01-2019 TO 10-01-2020	Effective Date of Endorsement 10-01-2019
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
 This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



 Authorized Representative

Protection of Proprietary Information and Trade Secrets

Data contained in any bid (hereinafter "Submission") and all documentation provided therein, become the property of the City of Lincoln/Lancaster County. Upon receipt of any Submission by the City of Lincoln/Lancaster County, all data and documentation becomes a public record and is subject to disclosure by the City of Lincoln/Lancaster County to any party initiating a public records request under Nebraska Revised Statutes § 84-712 et seq. In response to a public records request, the City of Lincoln/Lancaster County may include the entire response. The City of Lincoln/Lancaster County has no duty to protect proprietary or commercial information and/or trade secrets.

If the Bidder wishes to have any information withheld from a public records request, such information must fall within the definition of "proprietary or commercial information" contained within Nebraska Public Records Statutes as defined by Nebraska Revised Statute § 84-712.05(3) and/or must be considered "trade secrets" as defined by Nebraska Revised Statutes §§ 87-501 to 87-507. Any and all information the Bidder wishes the City of Lincoln/Lancaster County to withhold from public disclosure must be submitted in the City/County E-bid system as a Response Attachment with the following information:

- 1) Is clearly marked "*proprietary or commercial information*" and/or "*trade secrets*" on the title of the document and the file attached;
- 2) Individually identifies each separate page as confidential;
- 3) Contains supporting documentation specifically enumerating why the information in such documents are marked and qualify as proprietary or commercial information/trade secrets. Under Nebraska law, in order for such information to be protected, the information, if released, would give competitors an advantage *and* serve no public purpose.

**FAILURE TO STRICTLY COMPLY WITH THESE INSTRUCTIONS WILL RESULT IN DISCLOSURE OF INFORMATION DECLARED BY THE BIDDER TO BE PROPRIETARY OR COMMERCIAL INFORMATION AND/OR TRADE SECRETS.
NO NOTICE OF FAILURE TO COMPLY WILL BE PROVIDED.**

If the instructions above for designating proprietary or commercial information and/or trade secrets are strictly followed, the City of Lincoln/Lancaster County will provide the bidder with reasonable notice that a public records request has been made that may include the information designated as proprietary and commercial or a trade secret. It is the sole responsibility of the Bidder to take actions necessary to protect the information claimed as proprietary or commercial, or a trade secret.

Bidders may not mark their entire Submission as *proprietary or commercial information and/or trade secrets*. Bid pricing may not be marked as proprietary or commercial information/trade secrets, and are deemed to be a public record in the State of Nebraska. Failure of the Bidder to follow the instructions for submitting proprietary or commercial information/trade secrets may result in the material being viewed by other bidders and/or the public.

"Proprietary or commercial information" is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose. (see Neb. Rev. Stat. § 84-712.05(3)).

"Trade Secrets" is defined as information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that:

Derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(See Neb. Rev. Stat. § 87-502 (4)(a)(b))

In accordance with the Nebraska Attorney General Opinions 92068 and 97033, Bidders submitting information as proprietary or commercial information/trade secrets may be required to prove specific competitor(s) by name who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Protection of Proprietary Information and Trade Secrets

Data contained in any bid (hereinafter "Submission") and all documentation provided therein, become the property of the City of Lincoln/Lancaster County. Upon receipt of any Submission by the City of Lincoln/Lancaster County, all data and documentation becomes a public record and is subject to disclosure by the City of Lincoln/Lancaster County to any party initiating a public records request under Nebraska Revised Statutes § 84-712 et seq. In response to a public records request, the City of Lincoln/Lancaster County may include the entire response. The City of Lincoln/Lancaster County has no duty to protect proprietary or commercial information and/or trade secrets.

If the Bidder wishes to have any information withheld from a public records request, such information must fall within the definition of "proprietary or commercial information" contained within Nebraska Public Records Statutes as defined by Nebraska Revised Statute § 84-712.05(3) and/or must be considered "trade secrets" as defined by Nebraska Revised Statutes §§ 87-501 to 87-507. Any and all information the Bidder wishes the City of Lincoln/Lancaster County to withhold from public disclosure must be submitted in the City/County E-bid system as a Response Attachment with the following information:

- 1) Is clearly marked "*proprietary or commercial information*" and/or "*trade secrets*" on the title of the document and the file attached;
- 2) Individually identifies each separate page as confidential;
- 3) Contains supporting documentation specifically enumerating why the information in such documents are marked and qualify as proprietary or commercial information/trade secrets. Under Nebraska law, in order for such information to be protected, the information, if released, would give competitors an advantage *and* serve no public purpose.

**FAILURE TO STRICTLY COMPLY WITH THESE INSTRUCTIONS WILL RESULT IN DISCLOSURE OF INFORMATION DECLARED BY THE BIDDER TO BE PROPRIETARY OR COMMERCIAL INFORMATION AND/OR TRADE SECRETS.
NO NOTICE OF FAILURE TO COMPLY WILL BE PROVIDED.**

If the instructions above for designating proprietary or commercial information and/or trade secrets are strictly followed, the City of Lincoln/Lancaster County will provide the bidder with reasonable notice that a public records request has been made that may include the information designated as proprietary and commercial or a trade secret. It is the sole responsibility of the Bidder to take actions necessary to protect the information claimed as proprietary or commercial, or a trade secret.

Bidders may not mark their entire Submission as *proprietary or commercial information and/or trade secrets*. Bid pricing may not be marked as proprietary or commercial information/trade secrets, and are deemed to be a public record in the State of Nebraska. Failure of the Bidder to follow the instructions for submitting proprietary or commercial information/trade secrets may result in the material being viewed by other bidders and/or the public.

"Proprietary or commercial information" is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose. (see Neb. Rev. Stat. § 84-712.05(3)).

"Trade Secrets" is defined as information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that:

Derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(See Neb. Rev. Stat. § 87-502 (4)(a)(b))

In accordance with the Nebraska Attorney General Opinions 92068 and 97033, Bidders submitting information as proprietary or commercial information/trade secrets may be required to prove specific competitor(s) by name who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Advertise 2 times
Wednesday, December 11, 2019
Wednesday, December 18, 2019

City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: **12:00 pm, Wednesday, January 8th, 2020** for providing the following:

Annual Supply - Providing and Delivery of
Industrial & Medical Gas
Bid No. 20-001

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration").

Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8103 or purchasing@lincoln.ne.gov.

AMENDMENT TO CONTRACT
Wireless Voice Service (Cell Phones), Wireless Broadband Service,
Accessories and Equipment
WSCA Contract No. 1907/State of NE Contract No. 53233 O4
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
Cellco Partnership, dba Verizon Wireless

This Amendment is hereby entered into by and between Cellco Partnership, dba Verizon Wireless, 1 Verizon Place, Alpharetta, GA 30004-8510 (hereinafter "Contractor") and City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission, (hereinafter "Owners"), for the purpose of amending the Contract dated December 3, 2012, executed under City Resolution No. A-87092, and County Contract C-12-0703, dated December 18, 2012, and executed by the City of Lincoln-Lancaster County Public Building Commission, on January 7, 2013, for Wireless Voice Service (Cell Phones), Wireless Broadband Service, Accessories and Equipment, WSCA Contract No. 1907, State of NE Contract No. 53233 O4 which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is August 1, 2012 through October 31, 2016; and

WHEREAS, the Contract was amended by City Resolution No. A-90101, executed by the City on December 6, 2016, and by County Contract C-16-0664 executed by the County Board on November 15, 2016, and executed by the City of Lincoln-Lancaster County Public Building Commission on November 8, 2016, to extend the original Contract term from August 1, 2012 through June 30, 2019; and

WHEREAS, the Contract was amended by City Resolution No. A-90101, executed by the City on December 6, 2016, and by County Contract C-16-0664 executed by the County Board on November 15, 2016, and executed by the City of Lincoln-Lancaster County Public Building Commission on November 8, 2016, to extend the original Contract term from August 1, 2019 through December 31, 2019; and

WHEREAS, the parties hereby extend the Contract from January 1, 2020 through December 31, 2020; and

WHEREAS the expenditures for the City of Lincoln for the term of this extension shall not exceed \$700,000.00 without prior approval by the City of Lincoln; and

WHEREAS the expenditures for Lancaster County for the term of this extension shall not exceed \$70,000.00 without prior approval by the Lancaster County Board of Commissioners; and

WHEREAS the expenditures for City of Lincoln-Lancaster County Public Building Commission for the term of this extension shall not exceed \$14,000.00 without prior approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Resolution No. A-87092 and County Contract No. C-12-0703, all amendments thereto, and stated herein the parties agree as follows:

- 1) The parties hereby extend the Contract from January 1, 2020 through December 31, 2020.
- 2) The expenditures for the City of Lincoln for the term of this extension shall not exceed \$700,000.00 without prior approval by the City of Lincoln.
- 3) The expenditures for Lancaster County for the term of this extension shall not exceed \$70,000.00 without prior approval by the Lancaster County Board of Commissioners
- 4) The expenditures for City of Lincoln-Lancaster County Public Building Commission for the term of this extension shall not exceed \$14,000.00 without prior approval by the Public Building Commission.

- 5) 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

Lancaster County Signature Page

City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Wireless Voice Service (Cell Phones), Wireless Broadband Service,
Accessories and Equipment
WSCA Contract No. 1907/State of NE Contract No. 53233 O4
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
Cellco Partnership, dba Verizon Wireless

Please sign, date and return within 1 day of receipt.

Mail to: City/County Purchasing
 Attn: Lori L. Irons
 440 So. 8th St., Ste. 200
 Lincoln, NE 68508
 Or email to: llirons@lincoln.ne.gov

Company Name:	
By: (Please Sign)	
By: (Please Print)	
Title:	
Company Address:	
Company Phone & Fax:	
E-Mail Address:	
Date:	
Contact Person for Orders or Service	
Contact Phone Number	

City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
Wireless Voice Service (Cell Phones), Wireless Broadband Service,
Accessories and Equipment
WSCA Contract No. 1907/State of NE Contract No. 53233 O4
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
Cellco Partnership, dba Verizon Wireless**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Leirion Gaylor Baird, Mayor

Approved by Executive Order No. _____

dated _____

Lancaster County Signature Page

AMENDMENT TO CONTRACT
Wireless Voice Service (Cell Phones), Wireless Broadband Service,
Accessories and Equipment
WSCA Contract No. 1907/State of NE Contract No. 53233 O4
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
Cellco Partnership, dba Verizon Wireless

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

**City of Lincoln-Lancaster County Public Building Commission
Signature Page**

**AMENDMENT TO CONTRACT
Wireless Voice Service (Cell Phones), Wireless Broadband Service,
Accessories and Equipment
WSCA Contract No. 1907/State of NE Contract No. 53233 O4
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Extension
Cellco Partnership, dba Verizon Wireless**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
53233 04

PAGE 1 of 2	ORDER DATE 08/22/19
BUSINESS UNIT 65060014	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 2036008	
VENDOR ADDRESS: CELLCO PARTNERSHIP DBA VERIZON WIRELESS ATTN TAX DEPARTMENT 1 VERIZON PL ALPHARETTA GA 30004-8510	

THE CONTRACT PERIOD IS:

JANUARY 01, 2020 THROUGH DECEMBER 31, 2020

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO ValuePoint Contract 1907

Contract to supply and deliver Verizon Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment, through a prime vendor program to State of Nebraska agencies for the period January 01, 2020 through December 31, 2020.

Payment: 45 days

Purchase Orders for State Agencies, Boards and Commissions for Verizon Wireless must be processed by Administrative Services, Office of the OCIO. Political Subdivisions are responsible for processing Purchase Order directly with the contracted vendor.

(For the File - This RFP and Contract are bid and awarded by the State of Nevada. All backup bids, etc. are retained by the Nevada Department of Administration, State Procurement Office).

(For the File: The NASPO ValuePoint/Cellco Partnership d/b/a Verizon Wireless, Inc. Master Price Agreement contract period was effective April 10, 2012. The NASPO ValuePoint/Cellco Partnership d/b/a Verizon Wireless, Inc. Participating Addendum for Nebraska became effective on August 1, 2012).

Vendor Contact: Doug Robertson, Senior Manager- Contract Management
Address: 15505 Sand Canyon Ave., Attn: Doug Robertson, Irvine, CA 92618
Phone: (949) 246-8700
Email: Doug.Robertson@vzw.com

Local Sales Contact: Kelli Zavala, Government Account Manager
Address: 4600 Innovation Drive, Lincoln, NE 68521
Phone: (402) 450-9990 (m) / (402) 473-6693 (o)
Email: Kelli.Zavala@vzw.com

(08/08/12 djg)

AMENDMENT ONE (1) AS ATTACHED (djo 12/30/14)

8/23/19
EC
Dianna Gilliland
BUYER
8/23/19
8/26/19
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
53233 04

PAGE 2 of 2	ORDER DATE 08/22/19
BUSINESS UNIT 65060014	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 2036008	

AMENDMENT TWO (2) AS ATTACHED (djo 04/27/16)

AMENDMENT THREE (3) AS ATTACHED (sc 10/06/16)

AMENDMENT FOUR (4) AS ATTACHED (fc 09/11/17)

AMENDMENT FIVE (5) AS ATTACHED (ms 06/06/19)

AMENDMENT SIX (6) AS ATTACHED (ms 08/22/19)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	WIRELESS VOICE AND DATA SERVICES	27,866,994.1200	EA	1.0000	27,866,994.12
2	NETWORKFLEET PRODUCTS AND SERVICES	40,000.0000	EA	1.0000	40,000.00
Total Order					27,906,994.12



BUYER INITIALS

PARTICIPATING ADDENDUM

Amendment 6

**NASPO ValuePoint (formerly known as WSCA)
WIRELESS SERVICES 2012-2020
Administered by the State of Nevada (hereinafter "Lead State")**

**MASTER PRICE AGREEMENT
Cellco Partnership DBA Verizon Wireless
Contract Number: 1907
(Hereinafter "Contractor")**

And

Participating Entity Name: State of Nebraska
(Hereinafter "Participating Entity")

Page 1 of 2

THIS AMENDMENT is by and between the State of Nebraska ("Participating Entity"), and Cellco Partnership DBA Verizon Wireless ("Contractor").

WHEREAS, the Lead State (Nevada) has a Contract with the Contractor identified as Contract Number #1907 to provide Verizon Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment for use by state agencies and other entities. The State of Nebraska has entered into a Participating Addendum with the Contractor identified as 53233 O4.

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

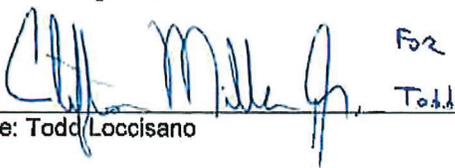
Effective January 1, 2020:

1. **CHANGES:** The purpose of this Amendment 6 is as follows:
 - a. Contract term is extended from January 1, 2020 through December 31, 2020 per NASPO ValuePoint Master Agreement #1907, Amendment #4.

This Participating Addendum and the Master Price Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

The undersigned represents and warrants that he/she has the power and authority to execute this PA, bind the respective Participating Entity, and that the execution and performance of this PA has been duly authorized by all necessary parties

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Nebraska	Contractor: Cellco Partnership d/b/a Verizon Wireless
Authorized Signature: 	Authorized Signature: 
Name: Doug Carlson	Name: Todd Loccisano
Title: AS Material Administrator	Title: VP - Contract Management
Date: 8/26/19	Date: August 20, 2019

For Purchasing Use Only:

RFP/CONTRACT # 1907

AMENDMENT #4 TO CONTRACT

Between the State of Nevada
Acting By and Through Its

Various State Agencies

Monitored By: Department of Administration
Purchasing Division

515 East Musser Street, Suite 300

Carson City, NV 89701

Contact: Teri Becker

Phone: (775) 684-0178 Fax: (775) 684-0188

Email: tbecker@admin.nv.gov

and

Cellco Partnership d/b/a/ Verizon Wireless

One Verizon Way

Basking Ridge, NJ 07920

Contact: Doug Robertson

Phone: (949) 246-8700

Email: doug.robertson@verizonwireless.com

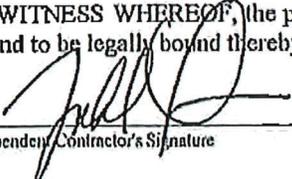
1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the contract between the above-referenced parties resulting from Request for Proposal #1907 and dated April 16, 2012 (the "Contract"), remain in full force and effect with the exception of the following:

A. The Contract term shall be extended to December 31, 2020 to allow time for execution of the new NASPO ValuePoint Contract Number CJ 18012. During the extended time, from January 1, 2020 through December 31, 2020, no Product Addition Requests or new Participating Addenda will be accepted under Master Contract Number 1907.

2. **INCORPORATED DOCUMENTS** The Contract is incorporated herein by reference.

3. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by the NASPO Directors.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.



Independent Contractor's Signature

7-16-2019

Date

Todd Locoisano
VP - Contract Management (WLS)

Independent's Contractor's Title



Kevin D. Doty, Acting Administrator, State of Nevada

8/5/19

Date

APPROVED BY NASPO Directors

On _____

Approved as to form by: _____ (Date)



Deputy Attorney General for Attorney General

On _____ (Date)

**AMENDMENT TO CONTRACT
Annual Supply
Water Softener Salt
Quote No. 5561
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Price Increase
Culligan of Lincoln**

This Amendment is hereby entered into by and between Culligan of Lincoln, 4801 Superior Street, Lincoln, NE 68504 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated March 14, 2017 executed under City Directorial Order No. 16700, and County Contract C-17-0190, dated March 7, 2017, and executed by the City of Lincoln-Lancaster County Public Building Commission, on March 14, 2017, for Annual Supply – Water Softener Salt, Quote No. 5561, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is March 14, 2017 through March 13, 2018, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the Contract was amended by City Directorial Order No. 18665, executed by the City on February 16, 2018, and by County Contract C-18-0087 executed by the County Board on February 20, 2018, and executed by the City of Lincoln-Lancaster County Public Building Commission on February 13, 2018, to renew the contract for an additional one (1) year term from March 14, 2018 through March 13, 2019; and

WHEREAS, the Contract was amended by City Directorial Order No. 20997, executed by the City on March 1, 2019, and by County Contract C-19-0180 executed by the County Board on March 5, 2019, and executed by the City of Lincoln-Lancaster County Public Building Commission on March 12, 2019, to renew the contract for an additional one (1) year term from March 14, 2019 through March 13, 2020; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning March 14, 2020 through March 13, 2021; and

WHEREAS, the parties hereby amend the Contract to reflect a price increase, per Attachment A; and

WHEREAS, the expenditures for the City of Lincoln for the term of this renewal shall not exceed \$6,000.00 without approval by the City of Lincoln; and

WHEREAS, the expenditures for Lancaster County for the term of this renewal shall not exceed \$8,500.00 without approval by the Lancaster County Board; and

WHEREAS, the expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$500.00 without approval by the Public Building Commission; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Directorial Order No. 16700 and County Contract C-17-0190, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional one (1) year term beginning March 14, 2020 through March 13, 2021.
- 2) The parties hereby amend the Contract to reflect a price increase, per Attachment A.
- 3) The expenditures for the City of Lincoln for the term of this renewal shall not exceed \$6,000.00 without approval by the City of Lincoln.
- 4) The expenditures for Lancaster County for the term of this renewal shall not exceed \$8,500.00 without approval by the Lancaster County Board.
- 5) The expenditures for the City of Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$500.00 without approval by the Public Building Commission.
- 6) All other terms of the Contract, not in conflict with this Amendment, shall remain in 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
Lancaster County Signature Page
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Supply
Water Softener Salt
Quote No. 5561
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Price Increase
Culligan of Lincoln

Please sign, date and return within 5 days of receipt.

Mail to: City/County Purchasing
 Attn: Sandy Rocke
 440 So. 8th St., Ste. 200
 Lincoln, NE 68508
 Or email to: srocke@lincoln.ne.gov

Company Name:	
By: (Please Sign)	
By: (Please Print)	
Title:	
Company Address:	
Company Phone & Fax:	
E-Mail Address:	
Date:	
Contact Person for Orders or Service	
Contact Phone Number:	

City of Lincoln Signature Page

CONTRACT
Annual Supply
Water Softener Salt
Quote No. 5561
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Price Increase
Culligan of Lincoln

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Finance Director

Approved by Directorial Order No. _____

dated _____

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Annual Supply
Water Softener Salt
Quote No. 5561
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Price Increase
Culligan of Lincoln**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

**City of Lincoln-Lancaster County Public Building Commission
Signature Page**

**AMENDMENT TO CONTRACT
Annual Supply
Water Softener Salt
Quote No. 5561
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal with Price Increase
Culligan of Lincoln**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

Line Items

#	Qty	UOM	Description	Response
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1	2,000	EA	Single 40# Bags Extra Course Water Softener Salt (Delivery price).	\$5.00 5.75
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Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Pallet Price	List your price for (1) pallet of 40# bags delivered	345 362.25
2	Bags per Pallet	List your quantity of bags per each pallet.	63

2	500	EA	Optional - Single 40# Bags Extra Course Water Softener Salt (Pick-up price).	\$5.00 5.75
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Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Pallet Price	List your price for (1) pallet of 40# bags delivered	345 362.25
2	Bags per Pallet	List your quantity of bags per each pallet.	63

3	2,000 2,500	EA	Optional - Single ^{40#} 50# Bags Extra Course Water Softener Salt (Delivery price).	4.40 \$5.50 5.15
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Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Pallet Price	List your price for (1) pallet of 50# bags delivered	269.50 324.45
2	Bags per pallet	List your quantity of bags per each pallet.	48 63

4	500 625	EA	Optional - Single ^{40#} 50# Bags Extra Course Water Softener Salt (Pick-up price).	\$5.50 5.15
---	-----------------------	----	--	---------------------------

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Pallet Price	List your price for (1) pallet of 50# bags delivered	269.50 324.45

2 Bags per pallet

List your quantity of bags per each pallet.

4963

Response Total:

\$26,250.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CA #0H64724 IMA, Inc. (Wichita Division) PO Box 2992 Wichita, KS 67201-2992	1-316-267-9221	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Wichita Water Conditioning, Inc dba Culligan of Lincoln 10821 E 26th St North Wichita, KS 67226		INSURER(S) AFFORDING COVERAGE INSURER A: TWIN CITY FIRE INS CO 29459 INSURER B: HARTFORD FIRE IN CO 19682 INSURER C: TRAVELERS PROP CAS CO OF AMER 25674 INSURER D: TRUMBULL INS CO 27120 INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 55345565

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> See Remarks on Page 2 <input checked="" type="checkbox"/> For Add'l Information GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		37EC50F6447	02/10/19	02/10/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		37CSEQU2341	02/10/19	02/10/20	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ZUP91M5138419NF	02/10/19	02/10/20	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	37WNQU2340	02/10/19	02/10/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

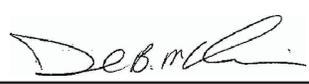
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For a Listing of Named Insureds; See Page 2

City of Lincoln and Lancaster County and Lincoln-Lancaster County Public Building Commission are included as Additional Insured on the General Liability & Automobile Liability policies, if required by written contract or agreement, subject to the policy terms & conditions.

A Waiver of Subrogation is provided in favor of Additional Insureds on the Workers Compensation policy, if required by written contract or agreement, subject to the policy terms & conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of Lincoln, Lancaster County Lincoln-Lancaster County Public Building Commission 555 South 10th Street Lincoln, NE 68508 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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514517
55345565

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
02/12/2019

NAME OF INSURED: Wichita Water Conditioning, Inc dba Culligan of Lincoln

Additional Description of Operations/Remarks from Page 1:

Additional Information:

GENERAL LIABILITY:

Self Insured Retention: All States \$50,000

The General Aggregate Per Location Limit is subject to a Policy Cap of \$10,000,000.

WORKERS COMPENSATION:

Ohio Locations are not included in the Workers Compensation Coverage.

NAMED INSURED INCLUDES:

Wichita Water Conditioning, Inc.;

Wichita Water Conditioning, Inc dba Hall's Culligan Water;

CRH Coffee, Inc dba Prairiefire Coffee Roasters;

Wichita Water Conditioning, Inc. dba Culligan Lake of the Ozarks;

Wichita Water Conditioning, Inc dba Culligan of Independence;

Wichita Water Conditioning, Inc dba Culligan of McPherson;

Wichita Water Conditioning, Inc dba Culligan of Hays;

Wichita Water Conditioning, Inc dba Culligan of Lincoln;

Wichita Water Conditioning, Inc dba Culligan of Joplin;

Wichita Water Conditioning, Inc dba Culligan of Jefferson City;

Wichita Water Conditioning, Inc dba Tri Lakes Culligan;

Wichita Water Conditioning, Inc dba Culligan of NW AR;

Wichita Water Conditioning, Inc dba Culligan of Denver;

Wichita Water Conditioning, Inc dba Culligan of Norfolk;

Wichita Water Conditioning, Inc dba Culligan of Omaha;

Wichita Water Conditioning, Inc dba Culligan of Columbus;

Wichita Water Conditioning, Inc. dba Culligan of Rolla;

Wichita Water Conditioning, Inc. dba Chuck, the Water Man.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.



LISTING OF COVERAGE PARTS AND ENDORSEMENTS FORMING A PART OF THE POLICY

The following is a listing of policy provisions, forms and endorsements by Form Number and Title that form a part of the policy at issue.

	FORM NUMBER	TITLE
1	EH0002	06-05 COMMERCIAL GENERAL LIABILITY COVERAGE FORM (EXCESS -BROAD FORM)
2	HC2031	12-10 ADDITIONAL PERSONS OR ORGANIZATIONS DESIGNATED AS NAMED INSURED
3	HM9901	11-85 INSTALLMENT PAYMENT PLAN
4	HS9906	06-05 PREMIUM COMPUTATION ENDORSEMENT
5	HC1210	11-85 COMMERCIAL GENERAL LIABILITY SCHEDULE
6	EH0452	06-05 DAMAGE TO PREMISES RENTED TO YOU ENDORSEMENT
7	EH0494	06-05 EMPLOYEE BENEFITS LIABILITY COVERAGE ENDORSEMENT CLAIMS MADE
8	GN984718	01-15 CONFIRMATION OF COVERAGE ELECTION - TERRORISM RISK INSURANCE ACT
9	HC2373	01-15 EXCLUSION OF CERTIFIED ACTS OF TERRORISM
10	HC2137	03-93 ABSOLUTE LEAD EXCLUSION
11	CG2154	01-96 EXCLUSION-DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM
12	HS2102	04-00 EXCLUSION - INTERCOMPANY SUITS

interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization.

However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the "policy period", whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business; and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or

normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in paragraphs (d) or (f); or
 - (ii) Such inspections adjustments or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury" or "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

e. Permits issued By State or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an insured under paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations,
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if;
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section III - Limits Of Insurance. Such limits of insurance apply only in excess of the "self-insured retention".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III LIMITS OF INSURANCE

1. The Most We Will Pay

Subject to item 1.a. of the **Insuring Agreement**, the Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;

- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- b. Damages under Coverage **B**.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal and Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for damages under Coverage **A** because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. How Limits And Self Insured Retention Apply to Additional Insureds

If you have agreed in a contract or agreement that another person or organization be added as an insured on your policy:

- a. You are responsible for payment of any "self-insured retention" on behalf of such person or organization; and
- b. The most we will pay on behalf of such insured or any other insured endorsed to this Coverage Part is the lesser of:
 - (1) The limits of insurance specified in the contract or agreement; or
 - (2) The Limits of Insurance shown in the Declarations.

Any amount we pay shall be in excess of the "self-insured retention" and is part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part and the amount of the "self-insured retention" apply separately to each "policy period". If the "policy



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 37 WN QU2340

Endorsement Number: 27

Effective Date: 02/10/2017 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: WICHITA WATER CONDITIONING, INC.
10821 E. 26TH STREET NORTH
WICHITA, KS 67226

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.

ENDORSEMENT IS NOT APPLICABLE IN KY, NH, NJ OR ANY MO CONSTRUCTION RISK.

Countersigned by _____

Suear, S. Castaneda

Authorized Representative

AMENDMENT TO CONTRACT
Annual Service
Auction Services
RFP No. 18-236
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Purple Wave, Inc.

This Amendment is hereby entered into by and between Purple Wave, Inc., 825 Levee Drive, Manhattan, KS 66502 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated February 12, 2019, executed under City Directorial Order No. 20784, dated January 22, 2019, and County Contract C-19-0046, dated January 22, 2019, and executed by the City of Lincoln-Lancaster County Public Building Commission, on February 12, 2019, for Annual Service – Auction Services, RFP No. 18-236, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is February 12, 2019 through February 11, 2020, with the option to renew for three (3) additional one (1) year terms upon written mutual consent by all parties; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning February 12, 2020 through February 11, 2021; and

WHEREAS, there are no expenditures for this contract, only income from sale of Owners items, Purple Wave, Inc. will receive a 10% Buyers Premium of the items sold by the Owners; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract under City Directorial Order No. 20784 and County Contract C-19-0046, all amendments thereto, and as stated herein, the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional one (1) year term beginning February 12, 2020 through February 11, 2021.
- 2) There are no expenditures for this contract, only income from sale of Owners items, Purple Wave, Inc. will receive a 10% Buyers Premium of the items sold by the Owners.
- 4) All other terms of the Contract, not in conflict with this Amendment, shall remain in 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:

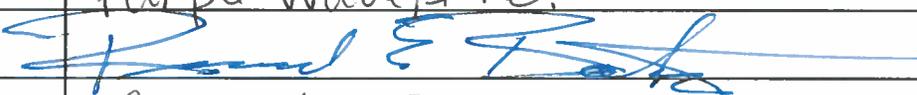
Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Service
Auction Services
RFP No. 18-236
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Purple Wave, Inc.

Please sign, date and return within 5 days of receipt.

Mail to: City/County Purchasing
 Attn: Sandy Rocke
 440 So. 8th St., Ste. 200
 Lincoln, NE 68508
 Or email to: srocke@lincoln.ne.gov

Company Name:	Purple Wave, Inc.
By: (Please Sign)	
By: (Please Print)	Richard E. Botes
Title:	Vice President of Sales
Company Address:	825 Levee Drive Manhattan, KS 66502
Company Phone & Fax:	785-537-5057 ph 866-604-2264 Fax
E-Mail Address:	proposal@purplewave.com
Date:	1/15/2020
Contact Person for Orders or Service	Amy Moore
Contact Phone Number:	913-558-0276

City of Lincoln Signature Page



**CONTRACT
Annual Service
Auction Services
RFP No. 18-236
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Purple Wave, Inc.**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Finance Director

Approved by Directorial Order No. _____

dated _____

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Annual Service
Auction Services
RFP No. 18-236
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Purple Wave, Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

**City of Lincoln-Lancaster County Public Building Commission
Signature Page**

**AMENDMENT TO CONTRACT
Annual Service
Auction Services
RFP No. 18-236
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Renewal
Purple Wave, Inc.**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____



PURPWAV-01

S1PGRANT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners SRA Insurance Agency, LLC 4435 Main St., 4th Floor Kansas City, MO 64111	CONTACT NAME: PHONE (A/C, No, Ext): (913) 831-1777	FAX (A/C, No): (913) 831-4730
	E-MAIL ADDRESS: priscilla.grant@assuredpartners.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hartford Fire Insurance Co.		19682
INSURER B : Sentinel Insurance Co Ltd		11000
INSURER C : Hartford Casualty Insurance Co		29424
INSURER D : Trumbull Insurance Company		27120
INSURER E :		
INSURER F :		

INSURED

Purple Wave, Inc.
825 Levee Drive
Manhattan, KS 66502

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			37UUNVT5764	11/1/2019	11/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							EMPLOYEE BENEFIT	\$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			37UUNVT5764	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			37RHUVT4722	11/1/2019	11/1/2020	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			37WBIB6702	11/1/2019	11/1/2020	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Lincoln, Lancaster County and the Lincoln-Lancaster County Public Building Commission are included as additional insured for General Liability and Auto as required by written contract. Waiver of Subrogation applies for Workers Compensation as required by written contract and allowed by law.

CERTIFICATE HOLDER

CANCELLATION

City of Lincoln, Lancaster County and the Lincoln-Lancaster County Public Building Commission 555 S. 10th Street Lincoln, NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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COMMERCIAL GENERAL LIABILITY
COVERAGE PART - DECLARATIONS (CONTINUED)

POLICY NUMBER: 37 UUN VT5764

FORM NUMBERS OF COVERAGE FORMS AND
ENDORSEMENTS THAT ARE PART OF THIS
COVERAGE PART : (CONTINUED)

HC05251218 HC23140617 HC23700115 HG00010605 HG00681210
HC12101185T

COMMERCIAL GENERAL LIABILITY
COVERAGE PART - DECLARATIONS

POLICY NUMBER: 37 UUN VT5764

THIS COMMERCIAL GENERAL LIABILITY COVERAGE PART CONSISTS OF:

- A. THIS DECLARATIONS,
- B. COMMERCIAL GENERAL LIABILITY SCHEDULE,
- C. COMMERCIAL GENERAL LIABILITY COVERAGE FORM, AND
- D. ANY ENDORSEMENTS ISSUED TO BE A PART OF THIS COVERAGE PART AND LISTED BELOW.

LIMITS OF INSURANCE

THE LIMITS OF INSURANCE, SUBJECT TO ALL THE TERMS OF THIS POLICY THAT APPLY, ARE:

EACH OCCURRENCE LIMIT	\$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT - ANY ONE PREMISES	\$ 300,000
MEDICAL EXPENSE LIMIT - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY LIMIT	\$ 1,000,000
GENERAL AGGREGATE LIMIT, (OTHER THAN PRODUCTS-COMPLETED OPERATIONS)	\$ 2,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000

 ADVANCE PREMIUM: \$ 3,503.00

AUDIT PERIOD: ANNUAL AUDIT

EXCEPT IN THIS DECLARATIONS, WHEN WE USE THE WORD "DECLARATIONS" IN THIS COVERAGE PART, WE MEAN THIS "DECLARATIONS" OR THE "COMMON POLICY DECLARATIONS".

FORM NUMBERS OF COVERAGE FORMS AND
ENDORSEMENTS THAT ARE PART OF THIS
COVERAGE PART :

HC70010605 CG01091185 CG21060514 HC00891210 HC00971210



COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

- (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
- (b) You are not engaged in the business or occupation of providing such services.

- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors

working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or

kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

"Personal and advertising injury" arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of:

(1) Copyright;

(2) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(3) Title of any literary or artistic work.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 17.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
 - (a) Your web site; or
 - (b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Discrimination Or Humiliation

"Personal and advertising injury" arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

- (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee,

necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees and Volunteer workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will

have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section III – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or

- c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal and Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be

COMMERCIAL AUTO COVERAGE PART
BUSINESS AUTO COVERAGE FORM DECLARATIONS

POLICY NUMBER: 37UUNVT5764

THIS COMMERCIAL AUTO COVERAGE PART CONSISTS OF:

- A. THIS DECLARATIONS FORM HA00250615,
- B. BUSINESS AUTO COVERAGE FORM, FORM CA00011013; AND
- C. ANY ENDORSEMENTS ISSUED TO FORM A PART OF IT.

ITEM ONE - NAMED INSURED AND ADDRESS

THE NAMED INSURED IS STATED IN ITEM 1. OF THE COMMON POLICY DECLARATIONS.

ADVANCE PREMIUM \$ 122,916.00
AUDIT PERIOD:

FORM NUMBERS OF SCHEDULES AND
ENDORSEMENTS FORMING PART OF THIS
COVERAGE PART ON ITS EFFECTIVE DATE:

HA00040302 HA00250615T HA00360917T HA00120615T CA00011013 CA22141013
CA22250117 CA99031013 CA99351113 CA21500717 CA21300115 CA21381013
CA21121013 CA21370619 CA21241013 CA21041013 CA31040218 CA21701013
CA21181115 CA21411018 CA21091013T CA01131013 CA01200115 CA01220619
CA01231013 CA01321013 CA01561113 CA01601013 CA01650716 CA01961013
CA02650116 CA04401013 CA05020416 CA23441116 CA99951013 HA20070917T
HA99080614 HA99160312 HA99270406 CA99371013

INCLUDES COPYRIGHTED MATERIAL OF INSURANCE SERVICES OFFICE, INC., WITH
ITS PERMISSION. COPYRIGHT INSURANCE SERVICES OFFICE, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

**COMMERCIAL AUTOMOBILE
 COVERAGE PART - DECLARATIONS
 BUSINESS AUTO COVERAGE FORM (Continued)**

POLICY NUMBER: 37 UUN VT5764 ✓

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the advance premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as "covered autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Advance Premium
COVERED AUTOS LIABILITY	1	\$ 1,000,000 PER ACC	\$ 70,041
PERSONAL INJURY PROTECTION (or equivalent No-Fault coverage)	7	Separately stated in each Personal Injury Protection Endorsement.	\$ 216
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-Fault coverage)		Separately stated in each Added Personal Injury Protection Endorsement.	
OPTIONAL BASIC ECONOMIC LOSS (New York only)		\$25,000 each eligible injured person.	
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in the Property Protection Insurance Endorsement.	
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		Separately stated in the Medical Expense and Income Loss Benefits Endorsement.	
AUTO MEDICAL PAYMENTS	7	\$ 5,000 Each Insured or the limit separately stated for each "auto" in ITEM THREE.	\$ 1,065
UNINSURED MOTORISTS	7	\$ 1,000,000 PER ACC	\$ 3,940
UNDERINSURED MOTORISTS (When not included in Uninsured Motorist Coverage)	7	\$ 1,000,000 PER ACC	\$ 819

COMMERCIAL AUTOMOBILE
 COVERAGE PART - DECLARATIONS
 BUSINESS AUTO COVERAGE FORM (Continued)

POLICY NUMBER: 37 UUN VT5764

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS (Continued)

Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Advance Premium
PHYSICAL DAMAGE		See ITEM FOUR for hired or borrowed "autos".	
COMPREHENSIVE COVERAGE	7, 8	Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus any deductible shown in ITEM THREE for each covered "auto".	\$ 17,717
SPECIFIED CAUSES OF LOSS COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus \$ deductible for each covered "auto" for "loss" caused by mischief or vandalism.	
COLLISION COVERAGE	7, 8	Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus any deductible shown in ITEM THREE for each covered "auto".	\$ 28,453
TOWING AND LABOR		\$ or the amount separately stated for each "auto" in ITEM THREE, whichever is greater, for each disablement.	
DOWNTIME LOSS AND RENTAL REIMBURSEMENT & TOWING COVERAGE		Downtime Loss or Rental Reimbursement up to a maximum of \$100 per day, subject to a combined maximum of \$3,000 per loss. Towing up to a maximum of \$500 per "disablement" subject to a maximum \$2,500 per policy period	
		Endorsement Premium (Not included above)	\$ 665
		TOTAL ADVANCE PREMIUM:	\$ 122,916

**COMMERCIAL AUTOMOBILE
 COVERAGE PART - DECLARATIONS
 BUSINESS AUTO COVERAGE FORM (Continued)**

POLICY NUMBER: 37 UUN VT5764

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

Applicable only if "Schedule of Covered Autos You Own" is issued to form a part of this Coverage Form.

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED AUTO COVERAGE AND PREMIUMS

COVERED AUTOS LIABILITY COVERAGE

RATING BASIS IS COST OF HIRE. Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

State	Estimated Cost of Hire	Rate Per Each \$100 Cost of Hire	Advance Premium
IF ANY		.931	\$ 285.00 MP

TOTAL COVERED AUTOS HIRED AUTO ADVANCE PREMIUM: \$ 285.00 MP

ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY

Named Insured's Business	Rating Basis	Number	Advance Premium
Other than a Social Service Agency	Number of Employees Number of Partners	00034	\$ 219
Social Service Agency	Number of Employees Number of Volunteers		

TOTAL ADVANCE PREMIUM: \$ 219

AMENDMENT TO CONTRACT
Annual Services
Inspection, Testing and Maintenance of Fire Sprinklers
Bid No. 18-102
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Additional Service Locations and Increased Expenditure
Mahoney Fire Sprinkler, Inc.

This Amendment is hereby entered into by and between Mahoney Fire Sprinkler, Inc., 5004 S. 110th St., Omaha, NE 68137 (hereinafter "Contractor") and City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract dated July 12, 2018, executed under City Resolution No. A-91119, and County Contract C-18-0285, dated June 19, 2018 and executed by the City of Lincoln-Lancaster County Public Building Commission dated June 5, 2018 for Annual Services - Inspection, Testing and Maintenance of Fire Sprinkler System, Bid No. 18-102, which is made a part hereof by this reference.

WHEREAS, the parties hereby amend the contract to add additional service locations to City of Lincoln, per Attachment A; and

WHEREAS, the parties hereby amend the contract to add additional service locations to Lancaster County, per Attachment B; and

WHEREAS, the parties hereby amend the contract to add additional service locations to Public Building Commission, per Attachment C; and

WHEREAS, the expenditure for City of Lincoln for this service is estimated to be \$2,235.00 for the remainder of the current term; and

WHEREAS, the expenditure for Lancaster County for this service is estimated to be \$1,930.00 for the remainder of the current term; and

WHEREAS, the expenditure for Public Building Commission for this service is estimated to be \$2,250.00 for the remainder of the current term; and

WHEREAS, the revised contract total with the additional service for the City of Lincoln is \$28,465.00; and

WHEREAS, the revised contract total with the additional service for Lancaster County is \$12,330.00; and

WHEREAS, the revised contract total with the additional service for the City of Lincoln-Lancaster County Public Building Commission is \$16,100.00; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Resolution No. A-91119 and County Contract C-18-0285 and the Public Building Commission, and stated herein the parties agree as follows:

- 1) The parties hereby amend the contract to add additional service locations to City of Lincoln, per Attachment A.
- 2) The parties hereby amend the contract to add additional service locations to Lancaster County, per Attachment B.
- 3) The parties hereby amend the contract to add additional service locations to Public Building Commission, per Attachment C.
- 4) The expenditure for City of Lincoln for this service is estimated to be \$2,235.00 for the remainder of the current term.
- 5) The expenditure for Lancaster County for this service is estimated to be \$1,930.00 for the remainder of the current term.
- 6) The expenditure for Public Building Commission for this service is estimated to be \$2,250.00 for the remainder of the current term.
- 7) The revised contract total with the additional service for the City of Lincoln is \$28,465.00.
- 8) The revised contract total with the additional service for Lancaster County is \$12,330.00.
- 9) The revised contract total with the additional service for the City of Lincoln-Lancaster County Public Building Commission is \$16,100.00
- 10) 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

Lancaster County Signature Page

City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

AMENDMENT TO CONTRACT
Annual Services
Inspection, Testing and Maintenance of Fire Sprinklers
Bid No. 18-102
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Additional Locations and Increased Expenditure
Mahoney Fire Sprinkler, Inc.

Please sign, date and return within 5 days of receipt.

E-mail to: Debbie Winkler
 dwinkler@lincoln.ne.gov

Company Name:	Mahoney Fire Sprinkler
By: (Please Sign)	Bob Mahoney
By: (Please Print)	Bob Mahoney
Title:	President
Company Address:	5004 S. 110 th St Omaha NE 68137
Company Phone & Fax:	402-553-1221 & 402-553-4545
E-Mail Address:	melissa@mahoneyfiresprinkler.com
Date:	1-29-2020
Contact Person for Orders or Service	Melissa Kimball or Jeff Barnes
Contact Phone Number	402-553-1221 or 402-306-8312

City of Lincoln Signature Page

**AMENDMENT TO CONTRACT
Annual Services
Inspection, Testing and Maintenance of Fire Sprinklers
Bid No. 18-102
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Additional Locations and Increased Expenditure
Mahoney Fire Sprinkler, Inc.**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Finance Director

Approved by Directorial Order No. _____

dated _____

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
Annual Services
Inspection, Testing and Maintenance of Fire Sprinklers
Bid No. 18-102
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Additional Locations and Increased Expenditure
Mahoney Fire Sprinkler, Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of Lancaster,
Nebraska

Deputy Lancaster County Attorney

dated _____

**City of Lincoln-Lancaster County Public Building Commission
Signature Page**

**AMENDMENT TO CONTRACT
Annual Services
Inspection, Testing and Maintenance of Fire Sprinklers
Bid No. 18-102
City of Lincoln, Lancaster County and
Lincoln-Lancaster County Public Building Commission
Additional Locations and Increased Expenditure
Mahoney Fire Sprinkler, Inc.**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

Mahoney Fire Sprinkler, Inc.

5004 S. 110th Street | Omaha, NE 68137

Phone (402) 553-1221 | Fax (402) 553-4545

September 24, 2019

Lincoln Fire Station #10
Attn: Ngoc Dao
4421 N. 24th Street
Lincoln, NE 68521

Phone: (402) 441-8371
Email: ndao@lincoln.ne.gov

Location: Lincoln Fire Station #10 – 4421 N. 24th Street, Lincoln, NE 68521
Scope of Work: Fire Sprinkler Inspection

This agreement to inspect and/or test the fire sprinkler systems, as noted below, is made between Mahoney Fire Sprinkler, Inc., and Lincoln Fire Station #10 (Subscriber).

Scope: Mahoney Fire Sprinkler, Inc. proposes, subject to Terms & Conditions, stated herein, to inspect and test the equipment and devices noted in accordance with the National Fire Protection Association and the recommendations of the manufacturer.

Proposed inspection includes:

- Tagging of all risers
- Visual inspection of exposed piping and alarms
- Annual fire sprinkler inspection of 1 wet and 1 dry type fire sprinkler system
- Testing of 1 fireline backflow preventer
- Mailing of all inspection reports to proper authorities

Frequency: Annual – START IN 2020

Month of Inspection: Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

Price and Terms of Payment: Subscriber shall pay to Mahoney Fire Sprinkler, Inc., in full within 30 days after the inspection is completed, and annually thereafter, the sum of: **One Hundred Fifty Dollars (\$150.00) total per year.** This price is for the equipment, service and frequency of service mentioned above. If additional equipment is added after the date of this agreement, the price will be changed to include the additional equipment.

Please Note:

- This price is valid for 30 days. If accepting this proposal after 30 days, please contact our office.

Please call if you have any questions.

Sincerely,
Mahoney Fire Sprinkler, Inc.

Accepted by: _____

Jeff Barnes

Title: _____

Jeff Barnes
Service Manager

Date: _____

20010134

Mahoney Fire Sprinkler, Inc.

5004 S. 110th Street | Omaha, NE 68137

Phone (402) 553-1221 | Fax (402) 553-4545

January 23, 2020

City of Lincoln
Attn: Nick Dao
440 S. 8th Street, Suite 200
Lincoln, NE 68508

Phone: (402) 441-8371
Email: ndao@lincoln.ne.gov

Location: Lincoln Fire Station #2 – 1545 N. 33rd Street, Lincoln, NE 68503
Scope of Work: Fire Sprinkler Inspection (5 Year Internal Pipe Inspection)

This agreement to inspect and/or test the fire protection systems, as noted below, is made between Mahoney Fire Sprinkler, Inc., and City of Lincoln (Subscriber).

Scope: Mahoney Fire Sprinkler, Inc. proposes, subject to Terms & Conditions, stated herein, to inspect and test the equipment and devices noted in accordance with the National Fire Protection Association-NFPA 25, Nebraska State Fire Marshal and the recommendations of the manufacturer.

Our Price Includes:

- Static and residual testing
- Tagging of all risers – 1 wet fire sprinkler system
- Replacement of riser gauges
- Visual inspection of system piping alarms
- NFPA 25 “5 year” performed on all systems

Five-Year Maintenance & Internal Pipe Inspection includes:

Internal obstruction investigation, check valve cleaning & replacement of 2 gauges

Price and Terms of Payment: Subscriber shall pay to Mahoney Fire Sprinkler, Inc., in full, within 30 days after the inspection is completed the sum of: **Three Hundred Fifty Dollars (\$350.00)**. This price is for the equipment, service and frequency of service mentioned above. If additional equipment is added after the date of this agreement, the price will be changed to include the additional equipment.

Please Note:

- This price is valid for 30 days. If accepting this proposal after 30 days, please contact our office.

Please call if you have any questions.

Sincerely,
Mahoney Fire Sprinkler, Inc.

Jeff Barnes

Jeff Barnes
Service Manager

Accepted by: _____

Title: _____

Date: _____

Mahoney Fire Sprinkler, Inc.

5004 S. 110th Street | Omaha, NE 68137

Phone (402) 553-1221 | Fax (402) 553-4545

January 23, 2020

City of Lincoln
Attn: **Nick Dao**
440 S. 8th Street, Suite 200
Lincoln, NE 68508

Phone: (402) 441-8371
Email: ndao@lincoln.ne.gov

Location: Lincoln Fire Station #14 – 5435 NW 1st Street, Lincoln, NE 68521
Scope of Work: Fire Sprinkler Inspection (5 Year Internal Pipe Inspection)

This agreement to inspect and/or test the fire protection systems, as noted below, is made between Mahoney Fire Sprinkler, Inc., and City of Lincoln (Subscriber).

Scope: Mahoney Fire Sprinkler, Inc. proposes, subject to Terms & Conditions, stated herein, to inspect and test the equipment and devices noted in accordance with the National Fire Protection Association-NFPA 25, Nebraska State Fire Marshal and the recommendations of the manufacturer.

Our Price Includes:

- Static and residual testing
- Tagging of all risers – 1 wet fire sprinkler system
- Replacement of riser gauges
- Visual inspection of system piping alarms
- NFPA 25 “5 year” performed on all systems

Five-Year Maintenance & Internal Pipe Inspection includes:

Internal obstruction investigation, check valve cleaning & replacement of 2 gauges

Price and Terms of Payment: Subscriber shall pay to Mahoney Fire Sprinkler, Inc., in full, within 30 days after the inspection is completed the sum of: **Three Hundred Fifty Dollars (\$350.00)**. This price is for the equipment, service and frequency of service mentioned above. If additional equipment is added after the date of this agreement, the price will be changed to include the additional equipment.

Please Note:

- This price is valid for 30 days. If accepting this proposal after 30 days, please contact our office.

Please call if you have any questions.

Sincerely,
Mahoney Fire Sprinkler, Inc.

Jeff Barnes

Jeff Barnes
Service Manager

Accepted by: _____

Title: _____

Date: _____

Mahoney Fire Sprinkler, Inc.

5004 S. 110th Street | Omaha, NE 68137

Phone (402) 553-1221 | Fax (402) 553-4545

January 23, 2020

Municipal Service Center
Attn: Rod Hendrickson
901 W. Bond Street, Suite 200
Lincoln, NE 68521

Phone: (402) 441-7711
Email: rhendrickson@lincoln.ne.gov

Location: Municipal Service Center – 901 W. Bond Street, Suite 200, Lincoln, NE 68521
Scope of Work: Fire Sprinkler Inspection (5 Year Internal Pipe Inspection)

This agreement to inspect and/or test the fire protection systems, as noted below, is made between Mahoney Fire Sprinkler, Inc., and City of Lincoln (Subscriber).

Scope: Mahoney Fire Sprinkler, Inc. proposes, subject to Terms & Conditions, stated herein, to inspect and test the equipment and devices noted in accordance with the National Fire Protection Association-NFPA 25, Nebraska State Fire Marshal and the recommendations of the manufacturer.

Our Price Includes:

- Static and residual testing
- Tagging of all risers – 6 wet fire sprinkler systems
- Replacement of riser gauges
- Visual inspection of system piping alarms
- NFPA 25 “5 year” performed on all systems

Five-Year Maintenance & Internal Pipe Inspection includes:

Internal obstruction investigation, check valve cleaning & replacement of 6 gauges

Price and Terms of Payment: Subscriber shall pay to Mahoney Fire Sprinkler, Inc., in full, within 30 days after the inspection is completed the sum of: **Five Hundred Ninety-Five Dollars (\$595.00)**. This price is for the equipment, service and frequency of service mentioned above. If additional equipment is added after the date of this agreement, the price will be changed to include the additional equipment.

Please Note:

- This price is valid for 30 days. If accepting this proposal after 30 days, please contact our office.

Please call if you have any questions.

Sincerely,
Mahoney Fire Sprinkler, Inc.

Jeff Barnes

Jeff Barnes
Service Manager

Accepted by: _____

Title: _____

Date: _____

Mahoney Fire Sprinkler, Inc.

5004 S. 110th Street | Omaha, NE 68137

Phone (402) 553-1221 | Fax (402) 553-4545

January 23, 2020

City of Lincoln
Attn: Phil Deschane
440 S. 8th Street, Suite 200
Lincoln, NE 68508

Phone: (402) 441-3884
Email: pdeschane@lincoln.ne.gov

Location: Wastewater Facility – 2400 Theresa Street, Lincoln, NE 68521
Scope of Work: Fire Sprinkler Inspection (5 Year Internal Pipe Inspection)

This agreement to inspect and/or test the fire protection systems, as noted below, is made between Mahoney Fire Sprinkler, Inc., and City of Lincoln (Subscriber).

Scope: Mahoney Fire Sprinkler, Inc. proposes, subject to Terms & Conditions, stated herein, to inspect and test the equipment and devices noted in accordance with the National Fire Protection Association-NFPA 25, Nebraska State Fire Marshal and the recommendations of the manufacturer.

Our Price Includes:

- Static and residual testing
- Tagging of all risers – 1 wet fire sprinkler system
- Replacement of riser gauges
- Visual inspection of system piping alarms
- NFPA 25 “5 year” performed on all systems

Five-Year Maintenance & Internal Pipe Inspection includes:

Internal obstruction investigation, check valve cleaning & replacement of 2 gauges

Price and Terms of Payment: Subscriber shall pay to Mahoney Fire Sprinkler, Inc., in full, within 30 days after the inspection is completed the sum of: **Three Hundred Fifty Dollars (\$350.00)**. This price is for the equipment, service and frequency of service mentioned above. If additional equipment is added after the date of this agreement, the price will be changed to include the additional equipment.

Please Note:

- This price is valid for 30 days. If accepting this proposal after 30 days, please contact our office.

Please call if you have any questions.

Sincerely,
Mahoney Fire Sprinkler, Inc.

Jeff Barnes

Jeff Barnes
Service Manager

Accepted by: _____

Title: _____

Date: _____

Mahoney Fire Sprinkler, Inc.

5004 S. 110th Street | Omaha, NE 68137

Phone (402) 553-1221 | Fax (402) 553-4545

January 23, 2020

City of Lincoln
Attn: **Dan King**
440 S. 8th Street, Suite 200
Lincoln, NE 68508

Phone: (402) 441-8084
Email: dnking@lincoln.ne.gov

Location: Hazardous Materials Collection Center – 5101 N. 48th Street, Lincoln, NE
Scope of Work: Fire Sprinkler Inspection (5 Year Internal Pipe Inspection)

This agreement to inspect and/or test the fire protection systems, as noted below, is made between Mahoney Fire Sprinkler, Inc., and City of Lincoln (Subscriber).

Scope: Mahoney Fire Sprinkler, Inc. proposes, subject to Terms & Conditions, stated herein, to inspect and test the equipment and devices noted in accordance with the National Fire Protection Association-NFPA 25, Nebraska State Fire Marshal and the recommendations of the manufacturer.

Our Price Includes:

- Static and residual testing
- Tagging of all risers – 1 dry fire sprinkler system
- Replacement of riser gauges
- Visual inspection of system piping alarms
- NFPA 25 “5 year” performed on all systems

Five-Year Maintenance & Internal Pipe Inspection includes:

Internal obstruction investigation, check valve cleaning & replacement of 4 gauges

Price and Terms of Payment: Subscriber shall pay to Mahoney Fire Sprinkler, Inc., in full, within 30 days after the inspection is completed the sum of: **Four Hundred Forty Dollars (\$440.00)**. This price is for the equipment, service and frequency of service mentioned above. If additional equipment is added after the date of this agreement, the price will be changed to include the additional equipment.

Please Note:

- This price is valid for 30 days. If accepting this proposal after 30 days, please contact our office.

Please call if you have any questions.

Sincerely,
Mahoney Fire Sprinkler, Inc.

Jeff Barnes

Jeff Barnes
Service Manager

Accepted by: _____

Title: _____

Date: _____

Mahoney Fire Sprinkler, Inc.

5004 S. 110th Street | Omaha, NE 68137

Phone (402) 553-1221 | Fax (402) 553-4545

January 23, 2020

City of Lincoln
Attn: **Dave Scharf**
440 S. 8th Street, Suite 200
Lincoln, NE 68508

Phone: (402) 441-1972
Email: dscharf@lancaster.ne.gov

Location: Lancaster County Adult Corrections – 3801 W. O Street, Lincoln, NE 68522
Scope of Work: Fire Sprinkler Inspection (5 Year Internal Pipe Inspection)

This agreement to inspect and/or test the fire protection systems, as noted below, is made between Mahoney Fire Sprinkler, Inc., and City of Lincoln (Subscriber).

Scope: Mahoney Fire Sprinkler, Inc. proposes, subject to Terms & Conditions, stated herein, to inspect and test the equipment and devices noted in accordance with the National Fire Protection Association-NFPA 25, Nebraska State Fire Marshal and the recommendations of the manufacturer.

Our Price Includes:

- Static and residual testing
- Tagging of all risers – 1 dry and 1 wet fire sprinkler system w/ 18 zones
- Replacement of riser gauges
- Visual inspection of system piping alarms
- NFPA 25 “5 year” performed on all systems

Five-Year Maintenance & Internal Pipe Inspection includes:

Internal obstruction investigation, check valve cleaning & replacement of 25 gauges

Price and Terms of Payment: Subscriber shall pay to Mahoney Fire Sprinkler, Inc., in full, within 30 days after the inspection is completed the sum of: **One Thousand Five Hundred Eighty Dollars (\$1,580.00)**. This price is for the equipment, service and frequency of service mentioned above. If additional equipment is added after the date of this agreement, the price will be changed to include the additional equipment.

Please Note:

- This price is valid for 30 days. If accepting this proposal after 30 days, please contact our office.

Please call if you have any questions.

Sincerely,
Mahoney Fire Sprinkler, Inc.

Jeff Barnes

Jeff Barnes
Service Manager

Accepted by: _____

Title: _____

Date: _____

Mahoney Fire Sprinkler, Inc.

5004 S. 110th Street | Omaha, NE 68137

Phone (402) 553-1221 | Fax (402) 553-4545

January 23, 2020

City of Lincoln
Attn: Dave Scharf
440 S. 8th Street, Suite 200
Lincoln, NE 68508

Phone: (402) 441-1972
Email: dscharf@lancaster.ne.gov

Location: Lancaster County Adult Corrections Warehouse
3801 W. O Street, Lincoln, NE 68522
Scope of Work: Fire Sprinkler Inspection (5 Year Internal Pipe Inspection)

This agreement to inspect and/or test the fire protection systems, as noted below, is made between Mahoney Fire Sprinkler, Inc., and City of Lincoln (Subscriber).

Scope: Mahoney Fire Sprinkler, Inc. proposes, subject to Terms & Conditions, stated herein, to inspect and test the equipment and devices noted in accordance with the National Fire Protection Association-NFPA 25, Nebraska State Fire Marshal and the recommendations of the manufacturer.

Our Price Includes:

- Static and residual testing
- Tagging of all risers – 1 wet fire sprinkler system
- Replacement of riser gauges
- Visual inspection of system piping alarms
- NFPA 25 “5 year” performed on all systems

Five-Year Maintenance & Internal Pipe Inspection includes:

Internal obstruction investigation, check valve cleaning & replacement of 2 gauges

Price and Terms of Payment: Subscriber shall pay to Mahoney Fire Sprinkler, Inc., in full, within 30 days after the inspection is completed the sum of: **Three Hundred Fifty Dollars (\$350.00)**. This price is for the equipment, service and frequency of service mentioned above. If additional equipment is added after the date of this agreement, the price will be changed to include the additional equipment.

Please Note:

- This price is valid for 30 days. If accepting this proposal after 30 days, please contact our office.

Please call if you have any questions.

Sincerely,
Mahoney Fire Sprinkler, Inc.

Jeff Barnes

Jeff Barnes
Service Manager

Accepted by: _____

Title: _____

Date: _____

Mahoney Fire Sprinkler, Inc.

5004 S. 110th Street | Omaha, NE 68137

Phone (402) 553-1221 | Fax (402) 553-4545

January 23, 2020

City of Lincoln
Attn: **Jim Kohmetscher**
440 S. 8th Street, Suite 200
Lincoln, NE 68508

Phone: (402) 499-9787
Email: jkohmetscher@lancaster.ne.gov

Location: Mental Health Crisis Center of Lancaster County – 825 J Street, Lincoln, NE
Scope of Work: Fire Sprinkler Inspection (5 Year Internal Pipe Inspection)

This agreement to inspect and/or test the fire protection systems, as noted below, is made between Mahoney Fire Sprinkler, Inc., and City of Lincoln (Subscriber).

Scope: Mahoney Fire Sprinkler, Inc. proposes, subject to Terms & Conditions, stated herein, to inspect and test the equipment and devices noted in accordance with the National Fire Protection Association-NFPA 25, Nebraska State Fire Marshal and the recommendations of the manufacturer.

Our Price Includes:

- Static and residual testing
- Tagging of all risers – 1 wet fire sprinkler system
- Replacement of riser gauges
- Visual inspection of system piping alarms
- NFPA 25 “5 year” performed on all systems

Five-Year Maintenance & Internal Pipe Inspection includes:

Internal obstruction investigation, check valve cleaning & replacement of 2 gauges

Price and Terms of Payment: Subscriber shall pay to Mahoney Fire Sprinkler, Inc., in full, within 30 days after the inspection is completed the sum of: **Three Hundred Fifty Dollars (\$350.00)**. This price is for the equipment, service and frequency of service mentioned above. If additional equipment is added after the date of this agreement, the price will be changed to include the additional equipment.

Please Note:

- This price is valid for 30 days. If accepting this proposal after 30 days, please contact our office.

Please call if you have any questions.

Sincerely,
Mahoney Fire Sprinkler, Inc.

Jeff Barnes

Jeff Barnes
Service Manager

Accepted by: _____

Title: _____

Date: _____

Mahoney Fire Sprinkler, Inc.

5004 S. 110th Street | Omaha, NE 68137

Phone (402) 553-1221 | Fax (402) 553-4545

January 23, 2020

City of Lincoln
Attn: **Margaret Bohy**
440 S. 8th Street, Suite 200
Lincoln, NE 68508

Phone: (402) 441-7355
Email: mbohy@lincoln.ne.gov

Location: Lancaster County Health Department – 3131 O Street, Lincoln, NE 68510
Scope of Work: Fire Sprinkler Inspection (5 Year Internal Pipe Inspection)

This agreement to inspect and/or test the fire protection systems, as noted below, is made between Mahoney Fire Sprinkler, Inc., and City of Lincoln (Subscriber).

Scope: Mahoney Fire Sprinkler, Inc. proposes, subject to Terms & Conditions, stated herein, to inspect and test the equipment and devices noted in accordance with the National Fire Protection Association-NFPA 25, Nebraska State Fire Marshal and the recommendations of the manufacturer.

Our Price Includes:

- Static and residual testing
- Tagging of all risers – 7 wet fire sprinkler systems and 1 wet standpipe
- Replacement of riser gauges
- Visual inspection of system piping alarms
- NFPA 25 “5 year” performed on all systems

Five-Year Maintenance & Internal Pipe Inspection includes:

Internal obstruction investigation, check valve cleaning & replacement of 10 gauges

Price and Terms of Payment: Subscriber shall pay to Mahoney Fire Sprinkler, Inc., in full, within 30 days after the inspection is completed the sum of: **Five Hundred Sixty Dollars (\$560.00)**. This price is for the equipment, service and frequency of service mentioned above. If additional equipment is added after the date of this agreement, the price will be changed to include the additional equipment.

Please Note:

- This price is valid for 30 days. If accepting this proposal after 30 days, please contact our office.

Please call if you have any questions.

Sincerely,
Mahoney Fire Sprinkler, Inc.

Jeff Barnes

Jeff Barnes
Service Manager

Accepted by: _____

Title: _____

Date: _____

Mahoney Fire Sprinkler, Inc.

5004 S. 110th Street | Omaha, NE 68137

Phone (402) 553-1221 | Fax (402) 553-4545

September 10, 2019

City of Lincoln
Attn: **Jim Kohmetscher**
440 S. 8th Street, Suite 200
Lincoln, NE 68508

Phone: (402) 499-9787
Email: jkohmetscher@lancaster.ne.gov

Location: City County Building – 555 S. 10th Street, Lincoln, NE 68508
Scope of Work: Fire Sprinkler Inspection (5 Year Internal Pipe Inspection)

This agreement to inspect and/or test the fire protection systems, as noted below, is made between Mahoney Fire Sprinkler, Inc., and City of Lincoln (Subscriber).

Scope: Mahoney Fire Sprinkler, Inc. proposes, subject to Terms & Conditions, stated herein, to inspect and test the equipment and devices noted in accordance with the National Fire Protection Association-NFPA 25, Nebraska State Fire Marshal and the recommendations of the manufacturer.

Our Price Includes:

- Static and residual testing
- Tagging of all risers – 1 dry and 7 wet fire sprinkler system & 1 dry standpipe
- Replacement of riser gauges
- Visual inspection of system piping alarms
- NFPA 25 “5 year” performed on all systems

Five-Year Maintenance & Internal Pipe Inspection includes:

Internal obstruction investigation, check valve cleaning & replacement of 11 gauges

Price and Terms of Payment: Subscriber shall pay to Mahoney Fire Sprinkler, Inc., in full, within 30 days after the inspection is completed the sum of: **Six Hundred Ninety Dollars (\$690.00)**. This price is for the equipment, service and frequency of service mentioned above. If additional equipment is added after the date of this agreement, the price will be changed to include the additional equipment.

Please Note:

- This price is valid for 30 days. If accepting this proposal after 30 days, please contact our office.

Please call if you have any questions.

Sincerely,
Mahoney Fire Sprinkler, Inc.

Jeff Barnes

Jeff Barnes
Service Manager

Accepted by: _____

Title: _____

Date: _____

Mahoney Fire Sprinkler, Inc.

5004 S. 110th Street | Omaha, NE 68137

Phone (402) 553-1221 | Fax (402) 553-4545

September 10, 2019

City of Lincoln
Attn: **Jim Kohmetscher**
440 S. 8th Street, Suite 200
Lincoln, NE 68508

Phone: (402) 499-9787
Email: jkohmetscher@lancaster.ne.gov

Location: Hall of Justice – 575 S. 10th Street, Lincoln, NE 68508
Scope of Work: Fire Sprinkler Inspection (5 Year Internal Pipe Inspection)

This agreement to inspect and/or test the fire protection systems, as noted below, is made between Mahoney Fire Sprinkler, Inc., and City of Lincoln (Subscriber).

Scope: Mahoney Fire Sprinkler, Inc. proposes, subject to Terms & Conditions, stated herein, to inspect and test the equipment and devices noted in accordance with the National Fire Protection Association-NFPA 25, Nebraska State Fire Marshal and the recommendations of the manufacturer.

Our Price Includes:

- Static and residual testing
- Tagging of all risers – 1 preaction and 5 wet fire sprinkler system & 1 wet standpipe
- Replacement of riser gauges
- Visual inspection of system piping alarms
- NFPA 25 “5 year” performed on all systems

Five-Year Maintenance & Internal Pipe Inspection includes:

Internal obstruction investigation, check valve cleaning & replacement of 10 gauges

Price and Terms of Payment: Subscriber shall pay to Mahoney Fire Sprinkler, Inc., in full, within 30 days after the inspection is completed the sum of: **Six Hundred Fifty Dollars (\$650.00)**. This price is for the equipment, service and frequency of service mentioned above. If additional equipment is added after the date of this agreement, the price will be changed to include the additional equipment.

Please Note:

- This price is valid for 30 days. If accepting this proposal after 30 days, please contact our office.

Please call if you have any questions.

Sincerely,
Mahoney Fire Sprinkler, Inc.

Accepted by: _____

Jeff Barnes

Title: _____

Jeff Barnes
Service Manager

Date: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE OF ADDITIONAL INSUREDS AND COVERED OPERATIONS

NAME OF PERSON OR ORGANIZATION:

CITY OF LINCOLN
LANCASTER COUNTY
LINCOLN-LANCASTER COUNTY
PUBLIC BUILDING COMMISSION
555 SO. 10TH STREET
LINCOLN, NE 68508

PROJECT/LOCATION OF COVERED OPERATIONS:

ANY WORK/SERVICES PERFORMED
FOR CITY OF LINCOLN, LANCASTER
COUNTY, LINCOLN-LANCASTER
COUNTY PUBLIC BLDG COMM.

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization shown in the Schedule Of Additional Insureds And Covered Operations that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" on or for the project, or at the location, shown in the Schedule Of Additional Insureds And Covered Operations, to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:
 - (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

COMMERCIAL GENERAL LIABILITY

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
 - (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- c. The additional insured must comply with the following duties:
- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - (2) If a claim is made or "suit" is brought against the additional insured:
 - (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

TRAVELERS 
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-9J562648-20-2S-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

INCLUDING:

INCLUDING CITY OF LINCOLN LANCASTER COUNTY LINCOLN-LANCASTER
COUNTY PUBLIC BUILDING COMMISSION 555 SO. 10TH STREET
LINCOLN, NE 68508