

CONTRACT DOCUMENTS

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

**Annual Service
Rental and Cleaning of Mats and Various Linen & Related Items
Bid No. 20-172**

**Paramount Linen & Uniform Rental
837 S. 27 Street
Lincoln, NE 68510
(402) 435-4313**

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

THIS CONTRACT, made and entered into by and between **Paramount Linen & Uniform Rental, 837 S. 27 Street, Lincoln, NE 68510**, 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:

Rental and Cleaning of Mats and Various Linen & Related Items, Bid No. 20-172

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 \$30,000.00 during the contract term without approval by the City of Lincoln. The cost of products or services for County Agencies shall not exceed \$7,000.00 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 \$6,000.00 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 Contractor 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 September 13, 2020 through September 12, 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 (Includes Addendum No. 1)
 3. Insurance with Endorsements
 4. Locations
 5. Dental Item Bid Requirements
 6. Special Provisions
 7. Specifications
 8. Instructions to Bidders
 9. Insurance Requirements
 10. 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.)
 11. Notice to Bidders

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
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Bid No. 20-172
City of Lincoln, Nebraska, Lancaster County,
City of Lincoln - Lancaster County Public Building Commission
Paramount Linen & Uniform Rental

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary

Seal

Paramount Linen & Uniform Rental

Name of Corporation

837 S- 27th Lincoln, Ne 68510

Address

By: Jan Allen

Duly Authorized Official

President

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____

Member

By: _____

Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln Signature Page

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City of Lincoln, Nebraska, Lancaster County,
City of Lincoln - Lancaster County Public Building Commission
Paramount Linen & Uniform Rental**

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

**CONTRACT
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Annual Service
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Bid No. 20-172
City of Lincoln, Nebraska, Lancaster County,
City of Lincoln - Lancaster County Public Building Commission
Paramount Linen & Uniform Rental**

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
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City of Lincoln, Nebraska, Lancaster County,
City of Lincoln - Lancaster County Public Building Commission
Paramount Linen & Uniform Rental**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____



20-172 Addendum 1

Paramount Linen

Supplier Response

Event Information

Number: 20-172 Addendum 1
Title: Rental and Cleaning of Mats and Various Linen & Related Items
Type: Notice to Bidders
Issue Date: 7/17/2020
Deadline: 8/7/2020 12:00 PM (CT)
Notes: Specifications, delivery locations and attachments need to be added.

Contact Information

Contact: Sharon Mulder Asst. Purchasing Agent
Address: Purchasing\City & County
440 S. 8th St.
Lincoln, NE 68508
Phone: 1 (402) 441-7428
Fax: 1 (402) 441-6513
Email: smulder@lincoln.ne.gov

Paramount Linen Information

Contact: Tom Allman
Address: 837 S. 27
Lincoln, NE 68510
Phone: (402) 435-4313
Fax: (402) 435-4407
Email: tallman@paramountlinen.com

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

Tom Allman
Signature

tallman@paramountlinen.com
Email

Submitted at 8/6/2020 11:43:41 AM

Supplier Note

Our submission is for the City of Lincoln mat rental and other services bid

Response Attachments

Lincoln City Bid #2.pdf

Price quote for microfiber towels

City of Lincoln References.pdf

References

Bid Attributes

1 Agreement to Addendum No. 1

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. Vendor must acknowledge receipt of this addendum in the space provided at time of bid submission.

Be advised of the following clarifications and changes to the Specification and bidding documents:

Attached locations attachment, specifications, and Dental Item Bid Requirements

-

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

Sharon Mulder
Assistant Purchasing Agent

2 Instructions to Bidders

I acknowledge reading and understanding the Instructions to Bidders.

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 Sample Contract

I acknowledge reading and understanding the sample contract.

Yes

5 Specifications

I acknowledge reading and understanding the specifications.

Yes

6 Contact

Name of person submitting this bid:

Tom Allman

7 Special Provision Term Contract Provisions

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

Yes

8 Purchase Order, Contract and Delivery Contact

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.

Josh Pollard

9 Service Representative

List the name, address and phone number of the Representative that will be notified of any and all activity related to this account. Also list a secondary name and phone number if the Representative is not available for any reason.

Josh Pollard, 837 South 27th St. Lincoln, Ne. 402-435-4313

10 Equipment Information

Please list the number of employees your company has.

Number of vehicles used for deliveries.

65 employees, 10 delivery vehicles.

1 1	Product Requirements If selected as the contractor for this work, we will provide all roll towel cabinets, racks, dispensers, mop handles, laundry bags and any other piece of equipment to effectively and properly store and collect the products provided for under this contract at no charge to the Owners. We further agree to upgrade such equipment as needed and requested by the Owners staff to ensure a clean and organized environment in all facilities. <input type="text" value="Yes"/>
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1 2	Delivery Requirements Our company can provide delivery as requested at all the locations listed on the Location Attachment and any other locations as needed in Lancaster County through the term of this contract. See Section 9 regarding service/delivery receipts. <input type="text" value="Yes"/>
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1 3	Kindred Item(s) Please provide the percentage discount for Kindred Items. <input type="text" value="0"/>
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1 4	BID LINE ITEM COMPLETION I have completed the Bid Line items for all 2 pages. <input type="text" value="Yes"/>
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1 5	References I have attached my References to the Response Attachment section of this bid. <input type="text" value="Yes"/>
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1 6	Bid award I acknowledge and understand that the City, County and/or Public Building Commission reserves 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. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response. <input type="text" value="Yes"/>
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1 7	Tax Exempt Certification Forms Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.) <input type="text" value="Yes"/>
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1
8

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 US 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.

YES

1
9

Electronic Signature

Please check here for your electronic signature.

Yes

Bid Lines

1

3'x4' Walk-Off Mats

Pickup Frequency - 85 Weekly/25 Bi-Weekly/11 Monthly

(5,202 Services per Year Total)

ONLY BID COST PER PIECE!

Quantity: 5202 UOM: EA Unit Price: Total:

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

2

3'x10' Walk-Off Mats

Pickup Frequency - 32 Weekly/5 Bi-Weekly/5 Monthly

(1,854 Services per Year Total)

ONLY BID COST PER PIECE!

Quantity: 1854 UOM: EA Unit Price: Total:

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

3 4'x6' Walk-Off Mats

Pickup Frequency - 61 Weekly/15 Bi-Weekly/8 Monthly
(3,658 Services per Year Total)

ONLY BID COST PER PIECE!

Quantity: 3658 UOM: EA Unit Price: Total:

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

4 Scraper Mats

Pickup Frequency - 15 Weekly/11 Bi-Weekly/1 Monthly
(1,078 Services per Year Total)

ONLY BID COST PER PIECE!

Quantity: 1078 UOM: EA Unit Price: Total:

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

5 Anti-Fatigue Mats

Pickup Frequency - 14 Weekly/2 Bi-Weekly/0 Monthly
(780 Services per Year Total)

ONLY BID COST PER PIECE!

Quantity: 780 UOM: EA Unit Price: Total:

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

6 Roll Towels

Pickup Frequency - 43 Weekly/0 Bi-Weekly/0 Monthly
(2,236 Services per Year Total)

ONLY BID COST PER PIECE!

Quantity: 2236 UOM: EA Unit Price: Total:

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

7	<p>22" Dust Mops</p> <p>Pickup Frequency - 15 Weekly/4 Bi-Weekly</p> <p>(884 Services per Year Total)</p> <p>ONLY BID COST PER PIECE!</p> <p>Quantity: <u>884</u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.54"/> Total: <input type="text" value="\$477.36"/></p> <p>Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.</p>
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8	<p>36" Dust Mops</p> <p>Pickup Frequency - 3 Weekly/3 Bi-Weekly</p> <p>(234 Services per Year Total)</p> <p>ONLY BID COST PER PIECE!</p> <p>Quantity: <u>234</u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.86"/> Total: <input type="text" value="\$201.24"/></p> <p>Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.</p>
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9	<p>48" Dust Mops</p> <p>Pickup Frequency - 2 Weekly/5 Bi-Weekly</p> <p>(234 Services per Year Total)</p> <p>ONLY BID COST PER PIECE!</p> <p>Quantity: <u>234</u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.99"/> Total: <input type="text" value="\$231.66"/></p> <p>Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.</p>
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10	<p>Wet Mops</p> <p>Pickup Frequency - 12 Weekly/15 Bi-Weekly/7 Monthly</p> <p>(1,098 Services per Year Total)</p> <p>ONLY BID COST PER PIECE!</p> <p>Quantity: <u>1098</u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.99"/> Total: <input type="text" value="\$1,087.02"/></p> <p>Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.</p>
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1 1	Shop Towels Pickup Frequency - 752 Weekly (39,104 Services per Year Total) ONLY BID COST PER PIECE! Quantity: <u>39104</u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.0396"/> Total: <input type="text" value="\$1,548.52"/> Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.
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1 2	Dish Towels Pickup Frequency - 10 Weekly (520 Services per Year Total) ONLY BID COST PER PIECE! Quantity: <u>520</u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.08"/> Total: <input type="text" value="\$41.60"/> Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.
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1 3	Lab Coats Pickup Frequency - 25 Weekly (1,300 Services per Year Total) ONLY BID COST PER PIECE! Quantity: <u>1300</u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.405"/> Total: <input type="text" value="\$526.50"/> Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.
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1 4	Bib Apron Pickup Frequency - 25 Weekly (4,680 Services per Year Total) ONLY BID COST PER PIECE! Quantity: <u>4680</u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.144"/> Total: <input type="text" value="\$673.92"/> Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.
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1 5	<p>Dental Smock</p> <p>Pickup Frequency - 6 Weekly</p> <p>(312 Services per Year Total)</p> <p>ONLY BID COST PER PIECE!</p> <p>Quantity: <u>312</u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.405"/> Total: <input type="text" value="\$126.36"/></p> <p>Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.</p>
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1 6	<p>Bio Hazard Bag</p> <p>Pickup Frequency - 2 Weekly</p> <p>(104 Services per Year Total)</p> <p>ONLY BID COST PER PIECE!</p> <p>Quantity: <u>104</u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.432"/> Total: <input type="text" value="\$44.93"/></p> <p>Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.</p>
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1 7	<p>Bakers Mit</p> <p>Pickup Frequency - 12 Weekly</p> <p>(624 Services per Year Total)</p> <p>ONLY BID COST PER PIECE!</p> <p>Quantity: <u>624</u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.144"/> Total: <input type="text" value="\$89.86"/></p> <p>Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.</p>
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1 8	<p>Surgical Sheet</p> <p>Pickup Frequency - 81 Weekly</p> <p>(4,212 Services per Year Total)</p> <p>ONLY BID COST PER PIECE!</p> <p>Quantity: <u>4212</u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.36"/> Total: <input type="text" value="\$1,516.32"/></p> <p>Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.</p>
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1 9	Work Pant
	Pickup Frequency - 20 Weekly (1,040 Services per Year Total)
	ONLY BID COST PER PIECE!
	Quantity: <u>1040</u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.315"/> Total: <input type="text" value="\$327.60"/>
Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.	

2 0	Work Shirt
	Pickup Frequency - 40 Weekly (2,080 Services per Year Total)
	ONLY BID COST PER PIECE!
	Quantity: <u>2080</u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.315"/> Total: <input type="text" value="\$655.20"/>
Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.	

2 1	Warm-Up Jacket
	Pickup Frequency - 14 Weekly (728 Services per Year Total)
	ONLY BID COST PER PIECE!
	Quantity: <u>728</u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.405"/> Total: <input type="text" value="\$294.84"/>
Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.	

2 2	CMHC Robes
	Pickup Frequency - 28 Weekly (1,456 Services per Year Total)
	ONLY BID COST PER PIECE!
	Quantity: <u>1456</u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.495"/> Total: <input type="text" value="\$720.72"/>
Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.	

2 3	<p>CMHC Gowns(Size L and XL)</p> <p>Pickup Frequency - 40 Weekly</p> <p>(2,080 Services per Year Total)</p> <p>ONLY BID COST PER PIECE!</p> <p>Quantity: <u>2080</u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.305"/> Total: <input type="text" value="\$634.40"/></p> <p>Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.</p>
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2 4	<p>CMHC Pants(Size M thru XL)</p> <p>Pickup Frequency - 30 Weekly</p> <p>(1,560 Services per Year Total)</p> <p>ONLY BID COST PER PIECE!</p> <p>Quantity: <u>1560</u> UOM: <u>EA</u> Unit Price: <input type="text" value="No response"/> Total: <input type="text" value="No response"/></p> <p>Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.</p>
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2 5	<p>CMHC Pants(Size XXL thru XXXL)</p> <p>Pickup Frequency - 10 Weekly</p> <p>(520 Services per Year Total)</p> <p>ONLY BID COST PER PIECE!</p> <p>Quantity: <u>520</u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.395"/> Total: <input type="text" value="\$205.40"/></p> <p>Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.</p>
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2 6	<p>Bath Towels</p> <p>Pickup Frequency - 200 Weekly</p> <p>(10,400 Services per Year Total)</p> <p>ONLY BID COST PER PIECE!</p> <p>Quantity: <u>10400</u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.135"/> Total: <input type="text" value="\$1,404.00"/></p> <p>Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.</p>
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2
7

Terry Wash Cloths

Pickup Frequency - 100 Weekly

(5,200 Services per Year Total)

ONLY BID COST PER PIECE!

Quantity: 5200 UOM: EA Unit Price: Total:

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

2
8

Pillow Cases

Pickup Frequency - 50 Weekly

(2,600 Services per Year Total)

ONLY BID COST PER PIECE!

Quantity: 2600 UOM: EA Unit Price: Total:

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

2
9

Mattress Pads (Single Bed)

Pickup Frequency - 22 Weekly

(1,144 Services per Year Total)

ONLY BID COST PER PIECE!

Quantity: 1144 UOM: EA Unit Price: Total:

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

3
0

Fitted Sheets 72"

Pickup Frequency - 22 Weekly

(1,144 Services per Year Total)

ONLY BID COST PER PIECE!

Quantity: 1144 UOM: EA Unit Price: Total:

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

3 1	Flat Sheets
	Pickup Frequency - 22 Weekly (1,144 Services per Year Total)
	ONLY BID COST PER PIECE!
	Quantity: <u>1144</u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.36"/> Total: <input type="text" value="\$411.84"/>
	Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

3 2	Thermal Blankets
	Pickup Frequency - 40 Weekly (2,080 Services per Year Total)
	ONLY BID COST PER PIECE!
	Quantity: <u>2080</u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.72"/> Total: <input type="text" value="\$1,497.60"/>
	Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

3 3	Table Napkins
	Spun Polyester, Multiple Colors
	ONLY BID COST PER PIECE!
	Quantity: <u>1</u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.054"/> Total: <input type="text" value="\$0.05"/>
	Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

3 4	72" Spun Polyester Table Cloths, Multiple Colors
	Pickup Frequency - Weekly
	ONLY BID COST PER PIECE!
	Quantity: <u>1</u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.63"/> Total: <input type="text" value="\$0.63"/>
	Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

3 5	85" Spun Polyester Table Cloths, Multiple Colors
	Pickup Frequency - Weekly
	ONLY BID COST PER PIECE!
	Quantity: <u>1</u> UOM: <u>EA</u> Unit Price: <input type="text" value="\$0.855"/> Total: <input type="text" value="\$0.86"/>
	Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

3 6	<p>10' Spun Polyester Table Cloths, Multiple Colors</p> <p>Pickup Frequency - Weekly</p> <p>ONLY BID COST PER PIECE!</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$0.855"/> Total: <input type="text" value="\$0.86"/></p> <p>Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.</p>
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3 7	<p>Chef Design Chef Coats, (2-3XL)</p> <p>ONLY BID COST PER PIECE!</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$0.50"/> Total: <input type="text" value="\$0.50"/></p> <p>Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.</p>
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3 8	<p>Glass Towels (7697)</p> <p>Pickup Frequency - Upon Request</p> <p>ONLY BID COST PER PIECE!</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$0.126"/> Total: <input type="text" value="\$0.13"/></p> <p>Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.</p>
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Response Total: \$35,623.16

Paramount Linen & Uniform Service References

Hilton Garden Inn & Suites

801 "R" St, Lincoln NE 68508

402-475-9000

Donna Baker, 402-475-9000

Customer since April 2015

Restaurant linen

Weekly service

Super Saver

4554 "W" St, Lincoln NE 68503

402-464-6297

Matt Morrison, 402-464-6297

Customer since July 2003

Mats, mops, linen and uniform

Weekly service

Vincenzo's Restaurante

808 "P" St, Lincoln NE 68508

402-435-3889

Mark Johnson, 402-435-3889

Customer since October 1997

Mats, linen and soap

Weekly service



Paramount Linen and Uniform Rental

*837 South 27th Street
Lincoln, Nebraska 68510
Lincoln: 402-435-4313
Omaha: 402-346-8208*

July 19, 2019

City of Lincoln
Purchasing
Sharón Mulder

Dear Sharon,

We may be adding white microfiber towels to the Pinnacle Bank Arena. A regular cotton bar towel is .08, and the price on the microfiber towels would be .09. Thanks.

Sincerely,

Tom Allman
President





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/21/2020

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 UNICO Group, Inc. 1128 Lincoln Mall Suite 200 Lincoln NE 68508	CONTACT NAME: Marci Elam
	PHONE (A/C, No, Ext): (402) 434-7200 FAX (A/C, No): (402) 434-7272
	E-MAIL ADDRESS: melam@unicogroup.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Cincinnati Insurance Co. NAIC # 10677
	INSURER B: Accident Fund General 12304
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 20/21 All Lines 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 \$500 Property Damage Per Claim Ded't Applies GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPP0563182/EBA0563182	01/01/2020	01/01/2021	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 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			EPP0563182/EBA0563182	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY 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"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP0563182/EBA0563182	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV6178645	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Bid #20-172/Rental-Cleaning of Mats/Linens, etc.
The General Liability policy and Business Auto policy includes a blanket automatic additional insured endorsement that provides additional insured status only when there is a written contract between the named insured and the certificate holder/entity(ies) that requires such status prior to a loss. The Workers Compensation policy includes a specific waiver of subrogation endorsement that provides a waiver in favor of the certificate holder/entity(ies).

CERTIFICATE HOLDER

CANCELLATION

City of Lincoln; Lancaster County Lincoln-Lancaster County Public 555 South 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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON
OR ORGANIZATION (VICARIOUS LIABILITY)**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person(s) or Organization(s) (Additional Insured):

CITY OF LINCOLN; LANCASTER
COUNTY, AND LINCOLN-LANCASTER
COUNTY PUBLIC COMMISSION
555 S 10TH ST
LINCOLN, NE 68508-2803

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 insured the person or organization shown in the Schedule, but only with respect to liability caused by your acts or omissions.

However, 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY BROADENED
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage.....	3
2. Unintentional Failure To Disclose Hazards	9
3. Damage To Premises Rented To You	9
4. Supplementary Payments	10
5. Medical Payments	10
6. 180 Day Coverage For Newly Formed Or Acquired Organizations	10
7. Waiver Of Subrogation	11
8. Automatic Additional Insured - Specified Relationships:	11
• Managers Or Lessors Of Premises;	
• Lessor Of Leased Equipment;	
• Vendors;	
• State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises; and	
• Mortgagee, Assignee Or Receiver	
9. Property Damage To Borrowed Equipment	14
10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services	15
11. Broadened Notice Of Occurrence	15
12. Nonowned Aircraft.....	15
13. Bodily Injury Redefined.....	15
14. Expected Or Intended Injury Redefined	15
15. Former Employees As Insureds	15

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Damage To Premises Rented To You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a. Bail Bonds: \$ 2,500
- b. Loss Of Earnings: \$ 500

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages:**

Employee Benefit Liability Coverage

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, 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 against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission 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.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) **Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

(b) **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable

effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A And B also apply to this Coverage.

b. Who Is An Insured

As respects **Employee Benefit Liability Coverage, Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

- (a) An individual, you and your spouse are insureds, but only with respect to the con-

duct 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) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) 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.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited

liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects **Employee Benefit Liability Coverage, Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section B. **Limits Of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section B. **Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section B. **Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by

such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties, of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions is amended as follows:

(1) Item 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item 5. Other Insurance is replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or

- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
- b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employ-

ees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last Paragraph of 2. Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through q. do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage To Premises Rented To You Limit** as described in **Section III - Limits Of Insurance**.

b. The insurance provided under Section I - Coverage A - Bodily Injury And Property Damage Liability applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

(1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b, above:

The exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, other than i. War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
 - (i) Assumed in any contract or agreement; or
 - (ii) Caused by or resulting from any of the following:
 - 1) Wear and tear;

- 2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

- 3) Smog;

- 4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

- 5) Settling, cracking, shrinking or expansion;

- 6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

- 7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

- (i) Earthquake, volcanic eruption, landslide or any other earth movement;

- (ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

- (iii) Water under the ground surface pressing on, or flowing or seeping through:

- 1) Foundations, walls, floors or paved surfaces;

- 2) Basements, whether paved or not; or
- 3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

- (i) You did your best to maintain heat in the building or structure; or
- (ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs 3.a. and 3.b. above, the **Damage To Premises Rented To You** Limit as shown in the Declarations is amended as follows:

(1) Paragraph 6. of Section III - **Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the **Damage To Premises Rented To You** Limit is the most we will pay under **Coverage A - Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises:

- a. While rented to you, or temporarily occupied by

you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section B. **Limits Of Insurance, 3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under Section I - **Supplementary Payments - Coverages A And B:**

a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section B. **Limits Of Insurance, 4.a.** Bail Bonds of this endorsement 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.

b. Paragraph 4. is replaced by the following:

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 the limit shown in Section B. **Limits Of Insurance, 4.b. Loss Of Earnings** of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section B. **Limits Of Insurance, 5. Medical Payments** of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - **Who Is An Insured** is amended as follows:

Subparagraph a. of Paragraph 3. is replaced by the following:

- a. Insurance 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;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph 8.a.(2) of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or

use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to 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(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, 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, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

- 1) "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;
- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) 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;
- 5) 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;
- 6) Demonstration, installation, servicing

or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "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:

- a) The exceptions contained in Paragraphs (c) (i) 4) or 6) of this endorsement; or
- b) 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.

(ii) This insurance does not apply to any insured person or organization:

- 1) From whom you have acquired such products, or any ingredient, part

or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellular entrances, coal holes, driveways, manholes, marquees, hoist way openings, sidewalk vaults, street banners or decorations and similar exposures; or

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization with whom you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph 8.a.(1) of this endorsement:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph 8.a.(1) of this endorsement, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by the written contract, written agreement, written permit or written authorization described

in Paragraph 8.a.(1) of this endorsement; 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.

- c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph 8.a.(1).

- d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition 5: Other Insurance is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph 8.a.(1) of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in 8.a.(2) of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

- a. The following is added to **Exclusion 2.j. Damage To Property** under **Sec-**

tion I - Coverage A - Bodily Injury And Property Damage Liability:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible Amount.

- (b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph 2.a.(1)(d) under Section II - Who Is An Insured does not apply to:

- a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph a. of Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

12. Nonowned Aircraft

The following is added to Exclusion 2.g. Aircraft, Auto Or Watercraft under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

- 4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of Exclusion 2.a. Expected Or Intended Injury under Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph 2. under Section II - Who Is An Insured:

- 2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT**

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **Section II - Liability Coverage, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is amended by replacing Paragraph 5.b. with the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of the "accident";
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1: Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary 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 this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy, or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

d. Does not apply to an insured under any other automobile liability policy, or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

- 1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
- 2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

- 1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
- 2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000; whichever is less.
- 3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
 - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **Section V - Definitions, H. "Insured contract", 1.c.** is amended to read:

c. An easement or license agreement;

2. **Section V - Definitions, H. "Insured contract", 2.a.** is deleted.

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 anyone not named in the Schedule.

Schedule

CITY OF LINCOLN LANCASTER
COUNTY LINCOLN-LANCASTER

COUNTY PUBLIC BUILDING
COMMISSION
555 SO 10TH STREET
LINCOLN NE 68508

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. WCV6178645

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

LOCATION ATTACHMENT A

Police Garage	635 J St & 100 Oakcreek Dr.
Aging Downtown	1005 "O" St
Aging Admin	1005 "O" St
Aging Kitchen	1005 "O" St
Parks Ager Play Center	1300 S 27th St
Parks F St Rec	1225 F St
StarTran	710 J St
Fleet Services	901 W Bond St
PU/NE Treatment Fac B-01/B-11	7000 N 70 th St
Parks Easterday Rec Center	8130 Adams St
PU/Waste LAB-A-17	2400 Theresa St
PU/H2O LAB-A-17	2400 Theresa St
PU/Wtp Shop-A-18	2400 Theresa St
PU/Waste Admin-A-25	2400 Theresa St
PU/Wastewater-A-16	2400 Theresa St
PU/Sanitary-A-22	2400 Theresa St
PU/Water Operations	2021 N 27th St
Parks Muny Bldg	233 S 23 rd St
Parks NE District Office	5045 Colby St
Fire Shop	300 South St
Parks Mahoney Golf Maint Shop	7900 Adams
Parks Pioneers Park Nature Ctr	3201 S Coddington
Radio Shop	901 W Bond St, Ste. 110
Parks Highlands Maint	5501 NW 12th St
PU/Ashland H2O Protc	401 Hwy6, Ashland, NE
PU/48th Transfer Stn	5105 N 48th St
PU/BluffRd Facility	6001 Bluff Rd
Parks Air Park Rec Ctr	3720 NW 46th St
City/Cnty Health	3131 N St
Parks Auld Rec Ctr	3140 Sumner St
Health/Dental	3131 N St
Health/Nursing	3131 N St
Aging NE Senior Ctr	6310 Platte Ave
PW/Engineering	531 Westgate
Information Services	233 S 10 th St
Library	3 Locations
PW/Comhusker Parking Garage	1220 L St
PW/Center Park Garage PW	1120 N St
PW/Market Place Garage	925 Q St
PW/University Square Garage	101 N 14 th St
PW/Caniage Park Garage	1120 L St
PW/Que Place Garage	1111 Q St
Parks Park Ten Ctr	955 S 9 th St
Parks Ballard Pool	3901 66 th St
Parks Highlands Pool	5511 NW 12th St
Parks Arnold Heights Pool	4000 NW 46th St

Dept. Of Corrections - Location 1
Dept. Of Corrections - Location 2
Community Mental Health Center
Avenue Youth Services Center
County Engineer
County Engineer
Building and Grounds
Street Weed Commission
Road Public Defender
Adult Detention Center
Block 38 Parking Garage
Pinnacle Bank Arena

605 South 10th Street
4420 NW 41st Street

1200 Radcliff Street
444 Cherrycreek Road- Bldg C
444 Cherrycreek Road- Bldg B
555 and 575 South 10th
444 Cherrycreek
633 South 9th Street
3801 W. "O" St
317 "Q" Street
400 Pinnacle Drive

Dental Item Bid Requirements:

Dental Smocks for Health Care Settings

Total Inventory: 125

Approximate Weekly pickup: 35

Preferred Color: Royal Blue, Ceil Blue, Navy, or Burgundy

Fluid Resistant Garment

Polyester/Cotton blend, snap closure, full sleeves with raglan cuffs, throat-guard collar with snap closure, two waist pockets, side vents and sizes to be fit by successful contract.

All coats shall be free of noticeable stains, pressed and suitable attire for a Dr. or other health care professionals.

Reusable Isolation Gowns for Health Care Settings

Total Inventory: 125

Approximate Weekly pickup: 35

Knit cuffs

Ties in back and at neck

Fluid Resistant Garment, Level 2 according to AAMI PB 70 (if available)

100% polyester or combination of cotton/polyester

Sizable gowns (S, M, L, XL) or One Size Fits All with length about 42 inches (sizable to shorter height staff).

All isolation gowns shall be free of noticeable stains, pressed and suitable attire for a Dr. or other health care professionals.

Bio Hazard Bags: 3 approved by OSHA and suitable for use in medical clinics.

Medical Preferred Huck/Surgical Towel: White (approximately 15 x 25)

Total Inventory: 75

Weekly Pick-up: 35

Color: White

Fabric Content: 100% cotton

Pressed, folded

Medical Preferred Huck/Surgical Towel: Blue (approximately 15 x 25)

Total Inventory: 75

Weekly Pick-up: 35

Color: Blue

Fabric Content: 100% Cotton

Pressed, folded

Wall Mounted Hand Sanitizers (nourishing foam hand sanitizer)

Dental/WIC Treatment Rooms: 23

Waiting Room/Breast Feeding Room/Weight & Measure: 4

Training Rooms/Conference Rooms: 10

Building Mats:

3x4 Navy Mat: total inventory-2

3x5 Mat Scraper: total inventory-2

**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 RENTAL & CLEANING OF MATS AND VARIOUS LINEN RELATED ITEMS

1. SCOPE OF WORK

- 1.1 The City of Lincoln, Lancaster County, and City of Lincoln - Lancaster County Public Building Commission hereinafter referenced as "Owners" are soliciting bids for the rental and cleaning of floor mats and various linen related items (i.e., towels, mops, shop, lab coats, clothing and other linens).
- 1.2 The successful contractor(s) shall supply, pick-up, exchange, mend/alterations, and clean items on a weekly, bi-weekly, or monthly basis as requested by Owners personnel.
 - 1.2.1 Vendor shall furnish and install all roll towel cabinets, racks, mop handles and laundry bags for storing soiled goods and/or storage of cleaned items.
 - 1.2.1.1 Contractor shall be responsible for securely attaching the cabinets to our facility walls in a manner which allows safe operation.
 - 1.2.1.2 Any damage to the facility which occurs as a result of faulty installation shall be the responsibility of the Contractor to repair and/or replace.
 - 1.2.2 **Vendor shall constantly upgrade the items supplied to maintain satisfactory condition for the intended purpose.**
- 1.3 The Owners shall rent items on a unit cost basis depending on the needs of the Department.
 - 1.3.1 NO charges for capital equipment, investments, energy costs, environmental, service or surcharges, maintenance fees, replacement charges for normal wear, minimum inventory levels, or any other costs associated with this service shall be added to the unit cost proposal.
 - 1.3.2 The Owners will be responsible for replacement of items lost, damaged, or destroyed by excessive wear beyond normal use.
 - 1.3.2.1 In the event items must be replaced, the contractor must provide a monthly list of items to be replaced with the total cost to the Owners outlined.
 - 1.3.3 The contractor shall supply and install dispenser cabinets at no charge to the Owners for location(s) requesting roll towels or other dispensing/storage units.
- 1.4 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov).
 - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.5.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.5.3 No direct contract is allowed between Vendor and Owners staff throughout the bid process.
 - 1.5.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.6 Please note that any reference in this document or any other document attached to this bid being made to the City of Lincoln, Lancaster County, City of Lincoln - Lancaster County Public Building Commission shall include all the entities listed.

2. TERM OF THE AGREEMENT

- 2.1 A contract shall be awarded to the successful bidder(s) for a term of three (3) years with the option to renew for one (1) additional three (3) year term.
- 2.2 It is the desire of the Owners that this contract be awarded to the vendor whose prices are firm for the period of the contract; however, if this is not feasible, vendor must state the length of time for which quoted prices are firm, the expected number of increases for

- the contract period, and the maximum percentage increase expected to be in force before expiration of the contract.
- 2.3 The Owners reserves the right, at its option, to conduct "on site" visitations of any bidder's facilities.
- 2.3.1 The purpose of the visit will be to ensure the Owners of the bidder's capabilities of successfully administering this contract.
- 2.3.2 If, in the Owners opinion, any bidder does not have the required capabilities as listed herein, this shall be considered grounds for non-award of a contract.

3. ITEM REQUIREMENTS

- 3.1 The description of items in the specifications including color, finish, dimensions, and style are important.
- 3.2 The bidder is responsible for assuring that every item conforms with the descriptions listed.
- 3.2.1 If any item provided does not conform with the description set forth in the specifications, it will not be acceptable.
- 3.3 **WALK-OFF MATS** shall have rubber backing and absorbent material of rugged design suitable for cleaning shoes upon entering a public facility.
- 3.3.1 Sizes vary from 4x6, 3x4 and 3x10.
- 3.4 **ROLL TOWELS** shall be no less than 45 yards long, 100% cotton linen, and either white or blue in color, depending upon locations preference.
- 3.4.1 Current contract has approximately 24 cabinets installed.
- 3.4.2 Price for cabinets will be included in the cost of the services provided.
- 3.5 **MOP** sizes shall be as follows:
- 3.5.1 DUST / QC TYPE, both treated and untreated, in widths of: approximately 22", 36", 48", and 60".
- 3.5.1.1 Current contract has approximately 12 dust mop handles
- 3.5.1.2 Price for all mop handles will be included in the cost of the services provided.
- 3.5.2 WET MOP TYPE complete with handles.
- 3.5.2.1 Current contract has approximately 17 wet mop handles
- 3.5.2.2 Price for all wet mop handles will be included in cost of the services provided.
- 3.6 **SHOP TOWELS** shall be approximately 18" x 18", 100% cotton, and red in color.
- 3.7 **DISH TOWELS** shall be approximately 36" x 30", 100% cotton, pressed, folded and white or blue in color.
- 3.8 **LAB COATS** shall be white, light blue, or dark blue in color, fabric content to be 80% poly / 20% cotton, button front closure, full sleeves, complete with collar, lapels, left breast pocket, two waist pockets, side vents, and sizes to be fit by successful contractor.
- 3.8.1 Contractor shall supply an OSHA approved red, moisture resistant laundry bag for storage of soiled coats.
- 3.8.2 All coats shall be free of noticeable stains and suitable attire for a Dr. or other health care professional.
- 3.9 **DENTAL LAB COATS** shall be white, fabric content to be 80% poly / 20% cotton, snap closure, full sleeves with raglan cuffs, throat-guard with snap closure, two waist pockets, side vents, and sizes to be fit by successful contract.
- 3.9.1 All coats shall be free of noticeable stains, pressed and suitable attire for a Dr. or other health care professional.
- 3.10 **BIB APRONS** shall be 75% cotton / 25% poly, with pockets, and white or blue in color.
- 3.11 **DENTAL SMOCKS** shall be Royal Blue, Ceil Blue, Navy or Burgundy in color, fabric content to be 80% poly - 20% cotton, snap-up front closure, full sleeves with raglan cuffs, throat-guard collar with snap closure, two waist pockets, side vents, and sizes to be fit by successful contractor.
- 3.11.1 All coats shall be free of noticeable stains, pressed and suitable attire for a Dr. or other health care professional.
- 3.12 **BIOHAZARD BAGS**, approved by OSHA and suitable for use in medical clinics.
- 3.13 **BAKER'S MIT**, for handling hot cooking dishes during food preparation.

- 3.14 **BAR SWIPE CLOTH**, for cleaning surfaces (possibly grills) during food preparation.
- 3.15 **SURGICAL SHEETS**, suitable for use during examination.
- 3.16 **WORK PANT**, 65% polyester / 35% cotton twill designed for comfort and wrinkle / soil resistance.
- 3.17 **WORK SHIRT**, 65% polyester / 35% cotton poplin designed for comfort and wrinkle / soil resistance.
- 3.18 **WARM-UP JACKET**, 65% polyester / 35% cotton with cuff sleeve.
- 3.19 **REUSABLE ISOLATION GOWNS FOR HEALTH CARE SETTINGS**
 - 3.19.1 Knit cuffs and ties in the back and at neck.
 - 3.19.2 Level 2 fluid resistance according to AAMI PB 70 is available.
 - 3.19.2.1 Otherwise, 100% polyester or combination of cotton/polyester
 - 3.19.2.2 Sizable gowns S-XL or One Size Fits All with length about 42 inches (sizable to shorter heights staff).
 - 3.19.3 All isolation gowns shall be free of noticeable stains, pressed and suitable attire for a Dr. or other health care professionals.
- 3.20 **COMMUNITY MENTAL HEALTH CLOTHING AND LINEN**, A complete list of the clothing and linen required for this location is attached to the bid.
- 3.21 The Owners have the right to add additional bid items with the Purchasing being notified when requests are made.

4. **QUALITY**

- 4.1 The items furnished under these specifications shall be of the highest quality in accordance with established commercial standards.
- 4.2 Finished products shall be cleaned, dry, in good repair (no tears, spots, stains, burn marks, or holes), odor-free, lint-free, pressed and wrinkle-free.
 - 4.2.1 If Owner's staff determines the finished product does not meet the requirements listed here, the contractor must make an additional delivery within 24 hours to replace the items as requested.
- 4.3 All work performed shall be done under sanitary conditions.
- 4.4 Except for articles determined to be unserviceable, the contractor shall repair all minor rips, tears, open seams, and holes using thread and materials of the same quality, compatible color and similar appearance and quality.
 - 4.4.1 All such repairs are performed at no additional cost to the Owners.

5. **DELIVERY**

- 5.1 Delivery, as well as price, shall be a factor in determining award.
- 5.2 Repeated delayed or partial deliveries shall be interpreted as failure to meet contractual obligations and may be cause for cancellation of the contract.
- 5.3 Unit prices offered shall be inclusive of all charges including delivery, capital equipment, investments, energy costs, environmental, service or surcharges, maintenance fees, replacement charges for normal wear, minimum inventory levels, or any other costs associated with the services proposed.
- 5.4 The Owners have the right to add additional or remove any location(s) throughout the term of the contract.

6. **SAMPLES**

- 6.1 Prior to award of a contract, the selected bidder may be required to furnish a sample of each item proposed, at no charge to the Owners.
 - 6.1.1 Such sample will be retained by the using department for comparison with items delivered under the resulting contract.
 - 6.1.2 Samples must be of acceptable quality in order for the selected bidder to receive the contract award.

7. **QUANTITIES**

- 7.1 Quantities listed are estimates of anticipated usage for the initial term of the contract.

- 7.1.1 The Owners retain the option to increase or decrease quantities based on actual usage.
- 7.1.2 The Owners do not guarantee any specific minimum quantities during the term of this agreement.

8. REFERENCES

- 8.1 Each interested bidder must provide at least three (3) customer references who have similar service (including multiple locations, billing addresses and types of facilities).
 - 8.1.1 Reference information shall be attached to the Vendors Response Attachment Section of the ebid.
 - 8.1.1.1 Information shall include:
 - 8.1.1.2 Company Name and address
 - 8.1.1.3 Contact Name, e-mail address and telephone number
 - 8.1.1.4 Number of years of service with company
 - 8.1.1.5 Type of service with company, example: mats, linens, apparel
 - 8.1.1.6 Type of service, monthly, weekly, etc.

9. INVOICING & BILLING REQUIREMENTS

- 9.1 All Owners departmental customers shall be billed on a monthly basis including an itemized listing of all products/services and the date provided for the billing period.
- 9.2 A single invoice shall be provided, if requested from any Owners Departments, which may have multiple locations with only a single central accounts payable/processing area (i.e., City Fire Dept. locations, etc.; see attached "Delivery Locations" for possible participants).
 - 9.2.1 If a central invoice is requested it shall be accompanied with individual signed delivery slips for the period (provided as authorization and acknowledgment of the amounts billed).
 - 9.2.2 A service/delivery receipt shall be left at each facility location at the time of service/delivery.
 - 9.2.2.1 A signature shall be obtained by an Owners employee for the delivery.
 - 9.2.3 Attach a sample of your billing documents to your proposal in the Response Attachment section of the ebid.

10. CONTRACTOR INSURANCE

- 10.1 Vendor shall review insurance requirements attached in the bid prior to submitting bid with their agent for the City of Lincoln requirements.
- 10.2 The awarded Vendor shall furnish the Owner with a Certificate of Insurance in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all City of Lincoln Contracts" at the time of award.
- 10.3 All Certificates of Insurance shall be filed with the Owner on the standard Accord 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.
- 10.4 Vendors are strongly encouraged to send their insurance requirements and endorsement information to their Insurance Agent during the bid process to ensure contract execution within (10) days of award notice.

11. TERMINATION / ASSIGNMENT

- 11.1 The Owners may terminate the Contract if the Contractor:
 - 11.1.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide for the complete needs of the Owners as requested.
 - 11.1.2 Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
 - 11.1.3 Otherwise commits a substantial breach of any provision of the Contract Document.
- 11.2 By mutual agreement both parties of the contract agreement, upon receipt and

acceptance of a written notice, the contract may be terminated with a minimum of 30-day notification, prior to the end of the contract period, without penalty to either party.

11.2.1 Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right of remedy of the Contractor.

11.2.2 Upon such termination, the obligation of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.

11.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the County may cancel this contract or affirm the contract and hold the Contractor responsible for damages.

11.4 The contract established as a result of this proposal process shall not be transferred to/or assigned without prior written consent of the Owners.

12. EVALUATION AND AWARD

12.1 The bid will be awarded to the most responsible, responsive bidder whose offer will be most advantageous to the Owners and deemed to best serve our requirements.

12.1.1 The firm selected shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the Owners.

12.2 The composition of the vendor's firm, including the key customer service personnel, the supplier's ability to provide high quality products, provide the services specified, adherence to specifications, references and pricing will determine the basis for award.

12.3 Vendor price will be a consideration in the award of this contract.

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/stndspec/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.

**Advertise 2 times
Friday, July 17, 2020
Friday, July 24, 2020**

**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, Friday, July 31, 2020** for providing the following:

**Rental and Cleaning of Mats, Various Linens & Related Items
Bid No. 20-172**

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.