

CONTRACT DOCUMENTS

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

**Annual Service
Preventative Maintenance for Variable Frequency Drives
Quote No. 6484**

**MMC Contractors
9751 S. 142nd Street
Omaha, NE 68138
402-861-0681**

**LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **MMC Contractors, 9751 S. 142nd Street, Omaha, NE 68138**, hereinafter called "Contractor", and the Lincoln-Lancaster County Public Building Commission hereinafter called the "PBC".

WHEREAS, the PBC have caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Annual Service – Preventative Maintenance for Variable Frequency Drives, Quote No. 6484

and,

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

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

Agreement to Full Proposal

2. The PBC 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 PBC:

The PBC 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 PBC shall order on an as-needed basis for the duration of the contract. The estimated cost of products or services for the Public Building Commission shall not exceed \$2,800.00 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 PBC 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 PBC 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 PBC and employees of the PBC shall not be deemed to be employees of the Contractor. The Contractor and the PBC shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the PBC's 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. Audit Provision: The (Service Provider or 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.
8. Period of Performance. This Contract shall be effective March 20, 2022 through March 19, 2023. 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.

9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Response
 3. Special Provisions
 4. Specifications
 5. Locations
 6. Insurance Requirements
 7. Certificate of Insurance and Endorsements
 8. Notice to Bidders
 9. Sales Tax Exemption Form 13

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 PBC 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 PBC do hereby execute this contract upon completion of signatures on:

Vendor Signature Page

City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

**Contract
Annual Service
Preventative Maintenance for Variable Frequency Drives
Quote No. 6484
City of Lincoln-Lancaster County Public Building Commission
MMC Contractors**

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary Seal

MMC Mechanical Contractors, Inc.
Name of Corporation

9751 S. 142nd Street, Omaha, NE 68138
Address

By: Daniel L Christensen/
Duly Authorized Official

Vice 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

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

**Contract
Annual Service
Preventative Maintenance for Variable Frequency Drives
Quote No. 6484
City of Lincoln-Lancaster County Public Building Commission
MMC Contractors**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____



6484

MMC Contractors Supplier Response

Event Information

Number: 6484
Title: Preventative Maintenance for Variable Frequency Drives
Type: Quotation Request
Issue Date: 1/20/2022
Deadline: 1/27/2022 11:00 AM (CT)

Contact Information

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

MMC Contractors Information

Contact: Adam Nielsen
Address: 9751 S. 142nd Street
Omaha, NE 68138
Phone: (402) 861-0681
Fax: (402) 861-0682
Email: anielsen@mmccontractors.com
Web Address: mmccontractors.com

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

Van Nelson

Signature

Submitted at 1/27/2022 10:00:34 AM

vnelson@mmccontractors.com

Email

Bid Attributes

1 U.S. Citizenship Attestation

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

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

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

If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the 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.

NO

2 Instructions to Bidders

I acknowledge reading and understanding the Instructions to Bidders.

Yes (Yes)

3 Insurance Requirements and Endorsements

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

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

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

Yes (Yes)

4	<p>Specifications</p> <p>I acknowledge reading and understanding the specifications.</p> <p><input checked="" type="checkbox"/> Yes (Yes)</p>
5	<p>Bid Documents</p> <p>I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.</p> <p><input checked="" type="checkbox"/> Yes (Yes)</p>
6	<p>Sample Contract</p> <p>I acknowledge reading and understanding the sample contract.</p> <p><input checked="" type="checkbox"/> Yes (Yes)</p>
7	<p>Term Clause of Contract with Escalation/De-Escalation - 1 year</p> <p>I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year terms from the date of the executed contract.</p> <p>(a) Are your bid prices firm for the first one (1) year contract period. YES or NO _____</p> <p>(b) Are your bid prices subject to escalation/de-escalation. YES or NO _____</p> <p>(c) If (b), state period for which prices will remain firm: through _____</p> <p>(a) YES (b) YES (c) 1 year</p>
8	<p>Special Provision Term Contract Provisions</p> <p>I acknowledge reading and understanding the Special Provision Term Contract Provisions.</p> <p><input checked="" type="checkbox"/> Yes (Yes)</p>
9	<p>Emergency Services</p> <p>Is your company willing and able to provide emergency services at any time of the day or night? YES or NO _____</p> <p>If YES, please list the contact person and phone number for these services: _____</p> <p>Emergency services are defined as those services which are specifically required after normal business hours (5:00pm - 7:00am). The City/County will not allow added cost when the Vendors time is outside the normal business hours due to scheduling issues with the Vendor.</p> <p>YES, Service Dispatch 402-327-9715</p>
10	<p>Percentage Markup of Material, excluding freight</p> <p>Percentage Markup of Material, Excluding Freight.</p> <p>ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the material type AND cost of material from 3rd Party Vendor may be requested with the final invoice to verify quoted price.</p> <p>10%</p>
11	<p>Recycling of Corrugated Cardboard</p> <p>I acknowledge and accept that I must comply with the City of Lincoln recycling regulations which includes a ban of all corrugated cardboard from the City Landfill effective April 1, 2018. Vendors shall haul any recyclable material directly to any of the three processor facilities which are currently operating in the City of Lincoln, or they can use a recycled material hauler for curbside collection at their place of business. Vendors are also encouraged to recycle any other approved materials used, or removed, from a City or County jobsite. Go to - http://lincoln.ne.gov/city/pworks/solid-waste/recycle/ for more information on City of Lincoln recycling programs.</p> <p><input checked="" type="checkbox"/> Yes (Yes)</p>

1 2	Government/Corporate Purchase Card
	1) Will your company accept payment by a Visa/Purchase Card? Yes/No _____ 2) If yes, will your company charge a fee for accepting a Visa/Purchase Card? Yes/No _____ If yes, what is your fee? _____ 3) If yes, do you require payment upon receipt of order? Yes/No _____ 4) If yes, will you accept payment after delivery and acceptance of product/equipment/service? Yes/No _____ 1) Yes 2) No 3) No

1 3	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. Van Nelson, vnelson@mmcontractors.com, 402-547-0370

1 4	Reference 1
	Determine which of the 2 options below applies to your company's experience and provide all of the information that is being requested only for the option selected within this attribute. 1. Current reference (within last three (3) years) where similar services have been provided. Provide the following information: Name of the Company -Contact Person, Phone Number and/or Email Address: _____ Project Name or Description: _____ Completion Year of Project: _____ 2. Our company has provided similar types of services to the City or County within the last three (3) years. Provide the following information: Department Name -Contact person, Project Name or Number and/or Email Address: _____ Project Name or Description: _____ - Completion Year of Project: _____ 1. Bill Weddle, City of Lincoln Parks & Recreation, 402-430-4894, HVAC Services, Current Contract

1 5	Reference 2
	Determine which of the 2 options below applies to your company's experience and provide all of the information that is being requested only for the option selected within this attribute. 1. Current reference (within last three (3) years) where similar services have been provided. Provide the following information: Name of the Company -Contact Person, Phone Number and/or Email Address: _____ Project Name or Description: _____ Completion Year of Project: _____ 2. Our company has provided similar types of services to the City or County within the last three (3) years. Provide the following information: Department Name -Contact person, Project Name or Number and/or Email Address: _____ Project Name or Description: _____ - Completion Year of Project: _____ 1. Dave Patterson, Bryan Health, 531-207-2938, HVAC Services, Current Contract

1
6 **Reference 3**

Determine which of the 2 options below applies to your company's experience and provide all of the information that is being requested only for the option selected within this attribute.

1. Current reference (within last three (3) years) where similar services have been provided.
Provide the following information:
Name of the Company -Contact Person, Phone Number and/or Email Address: _____
Project Name or Description: _____
Completion Year of Project: _____

2. Our company has provided similar types of services to the City or County within the last three (3) years.
Provide the following information:
Department Name -Contact person, Project Name or Number and/or Email Address: _____
Project Name or Description: _____
Completion Year of Project: _____

1. Ed Lahmann, Lancaster County Department of Roads, HVAC Services, Current Contract

1
7 **Contact**

Name of person submitting this bid:

Van Nelson

1
8 **Electronic Signature**

Please check here for your electronic signature.

Yes (Yes)

Bid Lines

1 Yearly Preventative Maintenance for City County Building located at 555 S. 10th Street

Quantity: 1 UOM: Lump Sum Unit Price: \$258.00 Total: \$258.00

Item Notes: Pricing shall include all FVD listed under 555 South 10th Street on Schedule A

2 Yearly Preventative Maintenance for Hall of Justice located at 575 S. 10th Street

Quantity: 1 UOM: Lump Sum Unit Price: \$611.00 Total: \$611.00

Item Notes: Pricing shall include all FVD listed under 575 South 10th Street on Schedule A

3 Yearly Preventative Maintenance for 605 South 10th Street

Quantity: 1 UOM: Lump Sum Unit Price: \$322.00 Total: \$322.00

Item Notes: Pricing shall include all FVD listed under 633 South 9th Street on Schedule A

4 Yearly Preventative Maintenance for Courthouse Plaza located at 633 South 9th Street

Quantity: 1 UOM: Lump Sum Unit Price: \$193.00 Total: \$193.00

Item Notes: Pricing shall include all FVD listed under 633 South 9th Street on Schedule A

5 Yearly Preventative Maintenance for Mental Health Crisis Center located at 825 "J" Street

Quantity: 1 UOM: Lump Sum Unit Price: \$193.00 Total: \$193.00

Item Notes: Pricing shall include all FVD listed under 633 South 9th Street on Schedule A

6 **Package Header**

On-Call Maintenance Services Rates (As Needed)

**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.

PREVENTATIVE MAINTENANCE FOR VARIABLE FREQUENCY DRIVES

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 Lancaster County Public Building Commission (referred to hereafter as Owners) intends to establish a contract with a Contractor who has the ability, labor, materials, and equipment to provide yearly scheduled preventative maintenance for variable frequency drives (VFDs).
 - 1.1.1 See attachment A for locations.
- 1.2 Preventative maintenance shall be done annually, and the unit price shall include labor, travel, and materials.
- 1.3 All parts shall be new and meet or exceed the original equipment manufacturers (OEM) specifications.
 - 1.3.1 Used, shopworn, demonstrator, prototype, reconditioned or discontinued models, parts or materials are not acceptable.
- 1.4 Vendor shall submit bid and all requested supporting documents via the City/County e-bid system
 - 1.4.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Division.
 - 1.4.2 To register, go to the City of Lincoln website at www.lincoln.ne.gov
 - Type "bid" into search box
 - CLICK ON **Bids and Contracts**
 - CLICK ON **Supplier Registration**
 - Enter information as required.
 - 1.4.3 All fields marked with the red asterisk must be completed to register successfully.
- 1.5 Any deviation from these specifications or other documents associated with the bid must be documented on company letterhead and submitted prior to bid close.
- 1.6 All inquiries regarding these specifications shall be submitted in writing to Rachele Hinze, Buyer via email to (rhinze@lincoln.ne.gov).
 - 1.6.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.6.2 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.6.3 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.7 The contract is for one (1) year term beginning March 20, 2022, with the option to renew for three (3) additional one (1) year terms.

2. PREVENTIVE MAINTENANCE SERVICE REQUIREMENTS

- 2.1 Awarded contractor shall perform a thorough inspection and preventative maintenance of the equipment.
- 2.2 The inspections shall be done in accordance with the industry's best practices.
- 2.3 Visually inspect Variable Frequency Drives for proper operations.
- 2.4 Clean internal parts.
- 2.5 Check voltage and amperage readings.
- 2.6 Verify that automatic controls are operating correctly, and safety shield and

- warnings labels are in place.
- 2.7 Tighten electrical connections on all fuses, contactors, and terminal blocks.
 - 2.8 Upon completion of the inspections, the technician shall report any shortcomings with the system directly to department representative.
 - 2.8.1 Plans shall then be discussed for executing any needed repairs.
 - 2.9 Any parts that need replaced at the time of maintenance services are not included in the pricing and shall be billed separately.
 - 2.9.1 These replacements of parts shall be done at the time of service.
 - 2.10 Vendor shall shut down of the VFD's at any time during normal business hours and usually the down time should be minimal.
 - 2.10.1 After doing the preventative maintenance vendor shall start the unit(s) back up.
 - 2.10.2 Owners requires notifications as to which variable frequency drive is to be shut-down so it can be verified that it has returned to normal service when the work is completed on the unit.
 - 2.11 Technicians will be escort to the VFD's initially and once the technicians learn their locations, they may access them on their own, with a 24-hour notification that they are coming to do the Preventative Maintenance.
 - 2.12 A complete written inspection service report shall be submitted to the department representative of the inspection/service.

3. ON-CALL REPAIRS FOR VARIABLE FREQUENCY DRIVE EQUIPMENT

- 3.1 The Contractor shall provide all services, equipment, parts, and materials that are (VFD) needed to fully maintain the VFD equipment located at each facility.
- 3.2 Although this bid lists specific pieces of equipment, the Contractor's repair and maintenance responsibility extends to all systems and equipment contributing to or ancillary to the proper operation of the VFD equipment.
- 3.3 Where the electrical system is involved, the Contractor shall be responsible for the complete system back to and including the upstream circuit breaker.
- 3.4 The Contractor shall be responsible for any needed repair on the above described systems and equipment.
- 3.5 For pre-scheduled work, the Contractor shall provide a written not-to-exceed cost estimate for the project and include a detailed breakdown of the cost, including estimated hours of work, the job classification with the corresponding firm fixed hourly rate, a detailed equipment and material list with make, model and cost of each item, delivery schedule, etc.
- 3.6 Contractor shall respond to requests for non-emergency work within twenty-four (24) hours and emergency calls within four (4) hours.
- 3.7 Contractor shall provide a written estimate prior to commencement of work.
- 3.8 It is the Contractor's responsibility to ensure they have all information to prepare accurate estimates.
- 3.9 All work is expected to be completed in a professional and expedient manner, based on the scope of the request.
- 3.10 If it would be more cost effective to replace than repair the equipment, the Contractor shall notify the Department Representative.
- 3.11 Upon completion of the project, Contractor shall provide the Department Representative with the final breakdown of actual costs associated with the project.
- 3.12 Contractor shall invoice for the actual costs, which shall not exceed the written cost estimate.

4. **CONTRACTOR'S EMPLOYEES**

- 4.1 Any person making deliveries to or working on Owners property must be identifiable by uniform, proper identification, and a marked vehicle.
- 4.2 The Contractor shall only furnish employees who are qualified, proficient, and certified or licensed for work under the Contract including proper tools, test instruments and safety equipment.
- 4.3 If, in the opinion of the Owners, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the Contract, threatens or uses abusive language while on Owners property, or is otherwise unsatisfactory, that employee shall be removed from all work under the Contract.

5. **WASTE DISPOSAL**

- 5.1 Clean-Up removal and off-site disposal of construction waste will be the responsibility of the Contractor.
- 5.2 Debris and trash shall be removed at the end of each day's work.
- 5.3 Upon completion, the work area shall be left clean of debris and trash associated with the work.
- 5.4 There shall be no additional charges to the Owners for removal and/or disposal of materials.
- 5.5 All defective materials shall be removed in accordance with all applicable rules, regulations, codes, law, ordinances, statutes, etc.

6. **CONTRACTOR INSURANCE**

- 6.1 The awarded Vendor shall furnish the Owners with a Certificate of Insurance ACORD and associated endorsements in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all Contracts" at time of award.
- 6.2 All certificates of insurance and endorsements shall be filed with the Owners on the standard ACORD Certificate of Insurance form showing specific limits of insurance coverage required and showing City of Lincoln as "Named Additional Insured" as pertains to these services.
- 6.3 **Vendors are strongly encouraged to send the insurance requirements and endorsement information to their Insurance Agent during the bid process in order to ensure contract execution within 5 days of award notice.**

Building	Mfg.	Model	Serial Number	Tag	Location	
555 S. 10th	Vtac 7	50V4260	MHSVX58	East-RF	Penthouse	
	YASKAWA			West-RF	Penthouse	
	ABB	Vtac9		East-sf	Penthouse	
	ABB	ACH550	BCR-125A-4	West-Sf	Penthouse	
	Reliance	25H4151	01GN055204	CWP#1	SE Parking Garage	
	Reliance	25H4151	01GN056623	CWP#2	SE Parking Garage	
	Reliance	20H4151	01GN056609	HWP#1	SE Parking Garage	
	ABB			HWP#2	SE Parking Garage	
	575 S.10th	Reliance	15V4260	CS15V4264V003BA	SF#2	Basement
		Reliance	3V4160	CS3V4172V004AA	FR#2	Basement
Reliance		50V4160	MJQKV44-0007	CWP	Basement	
Reliance		20V4160	GS20V4165V011AA	HWP	Basement	
ABB			R2031A1159	SF#3	Basement	
Reliance		10H4160	CS10V4174V013BH	RF#3	Basement	
Reliance		15V4260	CS51V4264V001BA	SF#5	First Floor	
Reliance		10V4160	CS10V4174V015BA	RF#5	First Floor	
Reliance		30V4260	CS30V4264V008AA	SF#4	First Floor	
Reliance		20V4160	CS20VH180V004BA	RF#4	First Floor	
Reliance		50V4160	CS50V4174V006BA	SF#8	Penthouse	
Reliance		20V4160	CS20V4175V002BA	RF#8	Penthouse	
Reliance		3V4160	CS3V4163V003YZ	EF#2	Penthouse	
Reliance		40V4260	CS40V4262V005BA	HCODA	Penthouse	
Reliance		40V4260	CS40V4262013BA	EA-BLOWER	Penthouse	
Reliance		75W4151		SF#7	Penthouse	
Reliance		25G4160	CS25G4173V001CA	RF#7	Penthouse	
YASKAWA		Z1000	1WR123498190001	SF#6	Penthouse	
Reliance		20V4160	CS20V4175V006BA	RF#6	Penthouse	
605 S. 10th		ABB	Cabinet	ACH550-BCR04SA-4-EZ13	CWP#	NE Garage
	Same unit	Cabinet		CWP#	NE Garage	
	ABB	Cabinet	ACH550-BCR04SA-4-EZ13	HWP	SE Basement	
	Same unit	Cabinet		HWP	SE Basement	
	ABB	Cabinet		SF	SE First floor	
	ABB	Cabinet		RF	SE First floor	
	ABB	Cabinet		SF	Rooftop	
	ABB	Cabinet		RF	Rooftop	
	ABB	Cabinet		SF	Rooftop	
	ABB	Cabinet		RF	Rooftop	

633 S. 9th	Rockwell	Vtac9	9V201-062HTANN	SF	Basement
	Rockwell	Vtac9	9V201-078HTANN	RF	Basement
	ABB	ACH550	VC-12A-2	HWP#1	Basement
	ABB	ACH550	VC-12A-2	HWP#2	Basement
	ABB	ACH550		CWP#1	Basement
	ABB	ACH550		CWP#2	Basement

825 J Street				SF	East Basement
				RF	East Basement
				HWP#1	NE Basement
				HWP#2	NE Basement
				CWP#1	NE Basement
				CWP#2	NE Basement

Insurance Requirements

Submission date: **20 January 2022, 3:03PM**

Receipt number: **124**

Related form version: **15**

The requirements herein apply to contracts to be issued by the City of Lincoln, Lancaster County, the Lincoln-Lancaster County Public Building Commission, and the West Haymarket Joint Public Agency. For purposes of certificates, endorsements and other proof required herein, only include the entity issuing the contract.

DEFINITIONS: For purposes of these Requirements, the following definitions apply:

- **“Agreement”** shall mean the contract between the Owner and the Contractor into which these Insurance Requirements are incorporated by reference.
- **“City”** shall mean the City of Lincoln, NE.
- **“COI”** shall mean a Certificate of Insurance.
- **“Contractor”** shall mean the individual, company, etc. being hired to perform the Work under the Agreement. Contractor shall include all owners, officers, employees, agents, and subcontractors and employees of any of them.
- **“County”** shall mean the County of Lancaster, Nebraska.
- **“Owner(s)”** shall mean any, all, or a combination of the City of Lincoln, NE, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency and their elected and appointed officials, officers, employees, agents, contractors, and consultants.
- **“PBC”** shall mean the Lincoln-Lancaster County Public Building Commission.
- **“Site”** shall mean the location the Work is being completed and/or delivered to.
- **“WHJPA”** shall mean the West Haymarket Joint Public Agency.
- **“Work”** shall mean the project being completed, products being delivered, and/or services being provided as contemplated in the Agreement.

OWNERS: The Insurance Requirements apply to the **PBC** following:

PROVISIONS:

- 3. Commercial General Liability**
- 4. Automobile Liability**
- 5. Workers' Compensation**

Contractor shall comply with the following provisions:

1. Insurance; Coverage Information

- A. The Contractor shall, prior to beginning work, satisfy all provisions of these Insurance Requirements and shall provide proof of insurance coverage in a form satisfactory to the Owner, which shall not unreasonably withhold approval. Contractor shall comply with these Insurance Requirements, including maintaining all coverages required by these Insurance Requirements, at all times the Work is being done pursuant to the Agreement.
- B. Contractor's insurance shall be primary and non-contributory with any insurance coverage maintained by the Owner. Owner's insurance policies, if any, operate secondary, in excess, separately and independently from policies required to be provided by Contractor. The policies shall be written for not less than the limits of liability required herein. If Contractor maintains higher limits than the minimums shown, the Owner requires and shall be entitled to the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

Deductibles/Retentions: Deductibles/Retentions above \$25,000.00 shall not be permitted unless written consent is given by the Owner prior to close of an RFP or bid, or upon execution of the Agreement if a formal bid or RFP is not issued.

Owner has sole and exclusive discretion to reject deductibles/retentions that do not meet Owner's satisfaction.

Self-Insurance: In the event Contractor is self-insured for any insurance coverages required in this Agreement, Contractor is required to complete a Self-Insured Certification. If Contractor is self-insured for Workers Compensation, Contractor shall provide Owner a copy of Nebraska Certificate of Self-Insurance for Workers' Compensation.

Owner(s) checked below shall be listed as the Certificate Holder on the COI using the following address: 555 S. 10th St., Lincoln, NE 68508

**Lincoln-Lancaster County Public Building
Commission**

2. Certificates

- A. The Contractor shall provide to Owner, in a form acceptable to Owner, a COI demonstrating the coverage required herein and include copies of all necessary endorsements, waivers, or other documents required by these Insurance Requirements before being permitted to begin the Work pursuant to this Agreement.

3. Commercial General Liability: The Contractor shall have, maintain, and provide proof of Commercial General Liability Insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 combined single limit (CSL) each occurrence; \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate.
- C. **Coverage:** Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal and Advertising Injury. The required insurance must include coverage for all projects and operations by or on behalf of Contractor or similar language that meets the approval of the Owner, which approval shall not be unreasonably withheld. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in this agreement. Policy shall have a Cross-Liability/Separation of Insureds Clause specifying the insureds' protection under the policy as if each insured had a separate policy, with the exception of the limits of liability and any rights or duties that are designated to be for the first named insured only.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owner as additional insured on Contractor's Commercial General Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

4. Automobile Liability: The Contractor shall have, maintain, and provide proof of Automobile Liability insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 CSL per accident. Auto Liability shall not be subject to an aggregate.
- C. **Coverage:** Coverage shall include liability arising out of the ownership, maintenance, or use of any motor vehicle, including Owned, Leased, Hired and Non-Owned.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owners as additional insured on Contractor's Automobile Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

5. Workers' Compensation; Employers' Liability: The Contractor shall have, maintain, and provide proof of Workers' Compensation insurance.

- A. **Limits:** Workers' Compensation coverage not less than statutory requirements under the laws of the State of Nebraska and any other applicable State where Work may be performed. Employer's Liability coverage with limits of not less than \$500,000 each accident or injury shall be included.
- B. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner. The Contractor shall have its Workers' Compensation insurance carrier, or, if the Contractor is self-insured, then the Contractor itself shall, waive its subrogation rights/rights of recovery against the Owner and shall provide to Owner, in a form acceptable to Owner, a written document, signed by an authorized Officer of the Contractor confirming Contractor has waived their right of subrogation/waived their right of recovery.
- C. Sole proprietors and certain very small entities may be exempt from these requirements and it is the obligation of the Contractor to submit documentation to the Owner of the basis for any such exemption. Contractor will not hire/engage any employees or independent contractors without procuring a Workers Compensation policy and providing proof to the Owner.

Subcontractors: The Contractor shall ensure that all tiers of Contractor's subcontractors comply with insurance requirements identical to the Insurance Requirements between the Contractor and Owner. Contractor shall provide, upon Owner's request, all documentation evidencing such compliance, to Owner on behalf of Contractor and Contractor's subcontractors.

Cancellation/Renewal Notice: Contractor's policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, non-renewed or aggregate limits exhausted until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice from insurer, Contractor shall provide a copy of the notice to Owner. If coverage required under this Agreement is cancelled or non-renewed, Contractor shall provide evidence of replacement coverage, with no lapse in coverage between the policies. Contractor shall provide, prior to expiration of any policy(ies), certificates of insurance and endorsement forms evidencing renewal insurance coverages as required in this Agreement.

Owner's Option: Owner may purchase and maintain at Owner's expense, liability insurance. Contractor cannot rely upon Owner's liability policy(ies) for any of Contractor's insurance obligations required herein.

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 Agreement provided such umbrella/excess coverage is not more restrictive than the primary coverage. Such coverage shall be excess of the Commercial General Liability, Auto Liability and Employer's Liability. If the Contractor is required to have, maintain and provide proof of Garage Liability, the Umbrella/Excess Liability shall also be excess of Garage Liability.

Minimum Rating - Insurer: 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-" VIII, unless Owner has expressly approves in writing.

Reservation of Rights: The Owner reserves the right to require a higher limit of insurance or additional coverages when the Owner determines that a higher limit or additional coverage is required to protect the Owner or the interests of the public.

Sovereign Immunity: Nothing contained in this clause or other clauses of this Agreement shall be construed to

waive the Sovereign Immunity of the Owner.

No Waiver by Owner: Failure of the Owner to object to the form or content of the certificate or endorsement or to demand such proof as is required herein shall not constitute a waiver of any insurance requirement set forth herein.

Failure of Owner to demand such certificates of insurance, endorsements or other evidence of the Contractor's full compliance with these insurance requirements, or failure of Owner to identify any deficiency in compliance from the evidence provided, shall not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance at all tiers.

Claims-made Tail Coverage: Any liability insurance arranged on a claims-made basis, will require an Extended Reporting coverage for the duration specified or the maximum time period the Contractor's insurer will provide, if less than the duration specified. Contractor will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for the additional period. Continuous "claims made" coverage is acceptable in lieu of Extended Reporting coverage, provided the retroactive date is on or before the effective date of this Agreement and there is no prior or pending date added to the policy after the inception of this Agreement.

QUESTIONS

Consult with your insurance agent or broker on how to acquire the required coverages, endorsements, and waivers needed for your Agreement.

For additional information or questions concerning coverage or acceptable forms, Contractor may contact the Purchasing Division at 402-441-8103, or the Department that issues the Agreement. For general questions regarding Insurance Requirements, please contact the City of Lincoln Risk Management at 402-441-7671 or County of Lancaster, Nebraska's Risk Management at 402-441-6510, as appropriate.

E-mail Address (Internal use only)

lgrow@lancaster.ne.gov

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA

PURCHASING DIVISION

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 Lancaster County, hereinafter referred to as "County", 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.

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 within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternate bids 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 County.
 - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County 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 County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding 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 bidding documents, the bid attributes, the bid attachments, and the bid has been submitted 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. **INDEPENDENT PRICE DETERMINATION**

- 4.1 By 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.

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 5.1 Bidders shall promptly notify the Purchasing Agent or designee of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 5.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent or designee at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 5.3 Changes made to the bidding 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.
- 5.4 Oral interpretations or changes to the bidding documents made in any manner other than written form, will not be binding on the County; and Bidders shall not rely upon such interpretations or changes.

6. ADDENDA

- 6.1 Addenda are instruments issued by the County prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 6.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 6.3 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.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the advertised date and the contract award, Bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

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 County 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. Bidders MUST attach to its bid documents in the Vendor Attachment Section of the E-Bid, 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 and explain by item number from the bidding 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 County's 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 County.
- 9.2 Such demonstration can be at the County delivery location or a surrounding community.
- 9.3 If items are small and mailable, and 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 County 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. Time required for delivery is hereby made an essential element of the bid.
- 10.2 The County reserves 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 or merchandise F.O.B. to the County at the location specified by the County, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Lancaster County 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 meet 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 County, 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 County. Replacement parts of defective components shall be shipped at no cost to the County. 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 bid 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 County; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the County 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 Lancaster County, Nebraska, as required by the bidding 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 County 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 responsive, responsible Bidder whose bid will be most advantageous to the County, and as the County deems will best serve the requirements and interests of the County.
- 13.5 The County 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 irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.
- 13.6 In order to determine if the Bidder has the experience, qualification, 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 County. 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 County reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid 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, to the fullest extent allowed by law, the County, its agents, officers, employees and representatives from and against all claims, demands, suits, actions, payments, liability, judgements and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or injury to or destruction of tangible property, including the loss of use resulting therefrom, and that are caused in whole or in part by the Bidder, its employees, agents, any subcontractor, anyone directly or indirectly employed by 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 County for any losses, claims, damages and expenses arising out of or resulting from the sole negligence of the County, its agents, employees, or representatives.
- 14.2 In any and all claims against the County 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 County 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 bid 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.
- 16.3 The Bidder agrees to hold the County harmless from any claims resulting from the Bidder's unlawful disclosure or use of private or confidential information.

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes 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, stating 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 Each Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 18.2 The successful Bidder will be required to comply with the provisions of the County's Affirmative Action Policy.
- 18.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful Bidder's equal opportunity policies, procedures and practices.
- 18.4 The 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 County contracts (see *Insurance Clause for All County Contracts*).

20. EXECUTION OF CONTRACT

- 20.1 Depending on the type of service 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 Lancaster County 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. County will furnish of the 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 County will sign and date the Contract and submit the Contract to the County Board of Commissioners for approval and signature.
 - 4. Upon approval and signature, the County will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

- 21.1 The County is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

22. E-VERIFY

- 22.1 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.