

C-10-0275  
**RECEIVED**

JUN 09 2010

LANCASTER COUNTY  
CLERK

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN/LANCASTER COUNTY  
NEBRASKA**

**ANNUAL REQUIREMENTS  
FOR  
TRAFFIC CONTROL RENTAL DEVICES  
QUOTE 3003**

**All Road Barricades, Inc.  
P.O. Box 29196  
Lincoln, NE 68529  
402.467.2553**

**CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2010, by and between **All Road Barricades, Inc., P.O. Box 29196, Lincoln, NE 68529**, 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, hereinafter called the "Owners".

WHEREAS, the Owner has 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:

For providing the Annual Requirements for Traffic Control Rental Devices, Quote 3003 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; © 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:

**Owners will pay for products/service, according to the pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. Owners shall order on an as needed basis for the duration of the contract.**

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 and Lancaster County, Nebraska. 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") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County.
  
8. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a four (4) year term.

9. The Contract Documents comprise the Contract, and consist of the following:
  1. Instructions to Bidders
  2. Insurance Requirements
  3. Accepted Proposal/Response
  4. Contract Agreement
  5. Specifications
  6. Sales Tax Exemption Form 13
  7. Addendum #1

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

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.

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk \_\_\_\_\_

Mayor \_\_\_\_\_

dated \_\_\_\_\_

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of Lancaster, Nebraska

*[Signature]*  
Lancaster County Attorney

*[Signature]*  
*[Signature]*  
*[Signature]*  
**Schorr Absent**  
**Workman Absent**

dated 6/15/10

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

All Road Barricades, Inc.

Name of Corporation

Lincoln, NE

(Address)

ATTEST:

*[Signature]* (SEAL)  
Secretary

By: *[Signature]*  
Duly Authorized Official Peggy Shalla  
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/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Shelly Hinze, Buyer	Address	Purchasing	Address
Email	rhinze@lincoln.ne.gov		440 S. 8th St.	
Phone	1 (402) 441-8313		Lincoln, NE 68516	
Fax	1 (402) 441-6513	Contact	Shelly Hinze, Buyer	Contact
			Purchasing	
Bid Number	3003 Addendum 1	Department		Department
Title	Annual Requirements for Traffic Control Rental Devices	Building	Suite 200	Building
Bid Type	Quote	Floor/Room		Floor/Room
Issue Date	05/19/2010	Telephone	1 (402) 441-8313	Telephone
Close Date	5/26/2010 11:00:00 AM CST	Fax	1 (402) 441-6513	Fax
Need by Date		Email	rhinze@lincoln.ne.gov	Email

## Supplier Information

Company ALL ROAD BARRICADES, INC.  
 Address P. O. BOX 29196  
 LINCOLN, NE 68529

Contact  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (402) 467-2553  
 Fax 1 (402) 467-1982  
 Email  
 Submitted 5/25/2010 3:50:19 PM CST  
 Total \$3,114.00

Signature \_\_\_\_\_

## Supplier Notes

## Bid Notes

Added Addendum 1 to add an additional section to the specifications for Stop & Yield Signs.

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Specifications	I acknowledge reading and understanding the specifications.	Yes

- |   |                             |                                                                                                                                                                                                                    |                         |
|---|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| 2 | Instructions to Bidders     | I acknowledge reading and understanding the Instructions to Bidders.                                                                                                                                               | Yes                     |
| 3 | Insurance Requirements      | I acknowledge reading and understanding the Insurance Requirements.                                                                                                                                                | Yes                     |
| 4 | Term Clause of Contract     | (a) Bid prices firm for the full contract period. YES or NO <BR><br>(b) Bid prices subject to escalation/de-escalation YES or NO <br><br>(c) If (b), state period for which prices will remain firm: through _____ | Prices good to 6-1-2011 |
| 5 | Inventory Requirement       | I acknowledge quantities listed in the bid line items are minimum inventory requirement.                                                                                                                           | Y                       |
| 6 | Contact                     | Name of person submitting this bid:                                                                                                                                                                                | Peggy Shalla            |
| 7 | Electronic Signature        | Please check here for your electronic signature.                                                                                                                                                                   | Yes                     |
| 8 | Agreement to Addendum No. 1 | Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. <br>Reason: See Bid Attachments section for Addendum information.         | Yes                     |

Line Items

#	Qty	UOM	Description	Response
1	1	PKG	City Traffic Control Rental Devices	\$1,232.00

Item Notes:

Supplier Notes: No package price available. Incidents billed at equipment unit prices for quantities used and mobilization.

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
1.1	16	Rate Per Device Per Day	Plastic Drum with weighted bases.	0.50

Supplier  
Notes:

1.2	120	Rate Per Device Per Day	28" Cone w/reflective collar	0.50
-----	-----	-------------------------------	------------------------------	------

Supplier  
Notes:

1.3	48	Rate Per Device Per Day	48" Cone w/weighted bases	0.50
-----	----	-------------------------------	---------------------------	------

Supplier  
Notes: 42" Tall Cone

1.4	12	Rate Per Device Per Day	Detour Markers, 4 each right, left, straight	1.75
-----	----	-------------------------------	----------------------------------------------	------

Supplier  
Notes: pricing includes sign stand

1.5	12	Rate Per Device Per Day	Type III Barricade	1.25
-----	----	-------------------------------	--------------------	------

Supplier  
Notes:

1.6	8	Rate Per Device Per Day	Type II Barricade	0.50
-----	---	-------------------------------	-------------------	------

Supplier  
Notes:

1.7	8	Rate Per Device Per Day	"ROAD CLOSED AHEAD" sign	2.25
-----	---	-------------------------------	--------------------------	------

Supplier pricing includes sign stand

Notes:

---

1.8	8	Rate Per Device Per Day	"SIDEWALK DETOUR" Sign with interchangeable plaques for right and left directional arrows.	1.75
-----	---	-------------------------------	--------------------------------------------------------------------------------------------	------

Supplier Notes: pricing includes sign stand

---

1.9	8	Rate Per Device Per Day	"LEFT LANE CLOSED AHEAD" sign with interchangeable plaques for right lane and center lane	2.25
-----	---	-------------------------------	-------------------------------------------------------------------------------------------	------

Supplier Notes: pricing includes sign stand

---

1.10	6	Rate Per Device Per Day	"SIDEWALK CLOSED" Sign	1.75
------	---	-------------------------------	------------------------	------

Supplier Notes: pricing includes sign stand

---

1.11	8	Rate Per Device Per Day	"DETOUR AHEAD" sign	2.25
------	---	-------------------------------	---------------------	------

Supplier Notes: pricing includes sign stand

---

1.12	4	Rate Per Device Per Day	"ROAD CLOSED" sign	1.25
------	---	-------------------------------	--------------------	------

Supplier Notes:

---

1.13	4	Rate Per Device Per Day	M4-10 (Right) "DETOUR" sign	0.75
------	---	-------------------------------	-----------------------------	------

Supplier Notes:

---

1.14	4	Rate Per Device Per Day	M4-10 (Left) "DETOUR" sign	0.75
------	---	-------------------------------	----------------------------	------

Supplier Notes:

---

1.15	1	Rate Per Device Per Day	Plastic 48" Orange safety fencing, 400 ft	0.50
------	---	-------------------------------	-------------------------------------------	------

Supplier Notes: per lineal foot used

1.16	2	Rate Per Device Per Day	Electronic Arrow Panels, trailer or vehicle mounted	30.00
------	---	-------------------------------	-----------------------------------------------------	-------

Supplier  
Notes:

1.17	2	Rate Per Device Per Day	Electronic Variable message boards, trailer or vehicle mounted.	75.00
------	---	-------------------------------	-----------------------------------------------------------------	-------

Supplier  
Notes:

1.18	1	Rate Per Each Incident within City Limits	MOBILIZATION COST PER INCIDENT, major (emergency) incidents, to include all labor, transportation and overhead	500.00
------	---	-------------------------------------------------------	----------------------------------------------------------------------------------------------------------------	--------

Supplier  
Notes:

1.19	1	Rate Per Each Incident within City Limits	MOBILIZATION COST PER INCIDENT, minor incidents, to include all labor, transportation and overhead	300.00
------	---	-------------------------------------------------------	----------------------------------------------------------------------------------------------------	--------

Supplier  
Notes:

2	1	PKG	County Traffic Control Rental Devices	\$1,882.00
---	---	-----	---------------------------------------	------------

Item Notes:

Supplier Notes: No package price available. Incidents billed at equipment unit prices for quantities used and mobilization.

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
2.1	16	Rate Per Device Per Day Outside City Limits	Plastic Drum with weighted bases	0.50

Supplier  
Notes:

2.2	120	Rate Per Device Per Day Outside City Limits	28" Cone w/reflectiv collar	0.50
-----	-----	------------------------------------------------------	-----------------------------	------

Supplier  
Notes:

---

2.3	48	Rate Per Device Per Day Outside City Limits	48" Cone w/weighted bases	0.50
-----	----	------------------------------------------------------	---------------------------	------

Supplier Notes: 42" tall cone

---

2.4	12	Rate Per Device Per Day Outside City Limits	Detour Markers, 4 each right, left, straight	1.75
-----	----	------------------------------------------------------	----------------------------------------------	------

Supplier Notes: pricing includes sign stand

---

2.5	12	Rate Per Device Per Day Outside City Limits	Type III Barricade	1.25
-----	----	------------------------------------------------------	--------------------	------

Supplier Notes:

---

2.6	8	Rate Per Device Per Day Outside City Limits	Type II Barricade	0.50
-----	---	------------------------------------------------------	-------------------	------

Supplier Notes:

---

2.7	8	Rate Per Device Per Day Outside City Limits	"ROAD CLOSED AHEAD" sign	2.25
-----	---	------------------------------------------------------	--------------------------	------

Supplier Notes: pricing includes sign stand

---

2.8	8	Rate Per Device Per Day Outside City Limits	"SIDEWALK DETOUR" Sign with interchangeable plaques for right and left directional	1.75
-----	---	------------------------------------------------------	------------------------------------------------------------------------------------	------

Supplier Notes: pricing includes sign stand

---

2.9	8	Rate Per Device Per Day Outside City Limits	"LEFT LANE CLOSED AHEAD" sign with interchangeable plaques for right lane and center lane	2.25
-----	---	------------------------------------------------------	-------------------------------------------------------------------------------------------	------

Supplier Notes: pricing includes sign stand

2.10	8	Rate Per Device Per Day Outside City Limits	"DETOUR AHEAD" sign	2.25
Supplier Notes:	pricing includes sign stand			
2.11	6	Rate Per Device Per Day Outside City Limits	"SIDEWALK CLOSED" Sign	1.75
Supplier Notes:	pricing includes sign stand			
2.12	4	Rate Per Device Per Day Outside City Limits	"ROAD CLOSED" sign	1.25
Supplier Notes:				
2.13	4	Rate Per Device Per Day Outside City Limits	M4-10 (Right) "DETOUR" sign	0.75
Supplier Notes:				
2.14	4	Rate Per Device Per Day Outside City Limits	M4-10 (Left) "DETOUR" sign	0.75
Supplier Notes:				
2.15	1	Rate Per Device Per Day Outside City Limits	Plastic 48" Orange safety fencing, 400 ft.	0.50
Supplier Notes:	per lineal foot used			
2.16	2	Rate Per Device Per Day Outside City Limits	Electronic Arrow Panels, trailer or vehicle mounted	30.00
Supplier Notes:				

---

2.17	2	Rate Per Device Per Day Outside City Limits	Electronic Variable message boards, trailer or vehicle mounted	75.00
------	---	------------------------------------------------------	----------------------------------------------------------------	-------

Supplier  
Notes:

---

2.18	1	Rate Per Each Incident Outside City Limits	MOBILIZATION COST PER INCIDENT, major (emergency) incidents, to include all labor, transportation and overhead.	1,000.00
------	---	--------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------	----------

Supplier  
Notes:

---

2.19	1	Rate Per Each Incident Outside City Limits	MOBILIZATION COST PER INCIDENT, minor incidents, to include all labor, transportation and overhead.	450.00
------	---	--------------------------------------------------------	-----------------------------------------------------------------------------------------------------	--------

Supplier  
Notes:

---

Response Total:	\$3,114.00
-----------------	------------

---

**SPECIFICATIONS  
FOR  
TRAFFIC CONTROL DEVICE SERVICES**

**1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for Traffic Control Device Services for the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".
- 1.2 Contractor shall submit bid documents and all supporting material via e-bid.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Shelly Hinze, Buyer ([rhinze@lincoln.ne.gov](mailto:rhinze@lincoln.ne.gov)) Or Fax:(402)441-6513.
  - 1.3.1 These inquiries and/or responses shall be distributed to prospective Contractor electronically as an addenda.
- 1.4 The "Owners" desires to retain one (1) qualified firm to perform traffic control device services during the term of the agreement.
- 1.5 The term of the agreement shall be four (4) year contract.
- 1.6 The "Owners" estimates approximately twenty (20) such service calls per year, with a duration of two or more hours per service call.

**2. CONTRACTOR'S DUTIES**

- 2.1. Contractor agrees to provide traffic control devices as required by the "Owners" during emergency situations such as traffic accidents, hazardous spills, fires, police incidents and natural disasters.
- 2.2. All traffic control devices shall be provided at a daily rental rate, which rental rates are inclusive of all appurtenances.
- 2.3. The bid line items listed reference to minimum inventory requirement indicating the minimum number of traffic control devices which the Contractor is required to have available at all times to adequately service this agreement.
- 2.4. The demands of service may occasionally require additional traffic control devices, above the minimum inventory requirements listed in the proposal.
- 2.5. Minor incidents include events such as minor traffic accidents, pot holes, open manholes, etc., which require not more than ten (10) Type II barricades and one (1) employee.
  - 2.5.1 Minor incidents do not include events which require detours, street closures, Type III barricades, hazardous spills, fires, or other similar events.
- 2.6. The "Owners" reserves the right to inspect the Contractor's inventory at any time to ensure compliance with these minimum inventory requirements, and may require adjustments to the minimum inventory requirements during the term of the agreement.
- 2.7. All traffic control devices shall be retro-reflective, maintained in good condition and shall in every respect conform to the standards set forth in the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, FHWA (Federal Highway Administration) latest edition.
  - 2.7.1 It must also be NCHRP 350 compliant.
- 2.8. Contractor shall be on call at all times, twenty-four (24) hours per day, seven (7) days per week, in order to provide a one (1) hour response time for emergency situations requiring traffic control devices as required by the "Owners".
- 2.9. To every extent possible the scope of work for each installation shall be approved by an on-site "Owners" representative prior to Contractor leaving the job site.
- 2.10. The Contractor shall not be entitled to any compensation for any service call other than that which has been approved in advance pursuant to this Section 5.
- 2.11. Contractor's invoice shall include the job site location; a fully itemized list of materials and corresponding rates; and total amount due.
- 2.12. No minimum or maximum amount of work is guaranteed by the "Owners" by virtue of this agreement.
- 2.13. Contractor's employees shall be certified IMSA or ATTSA as workzone technicians.

**ADDENDUM #1  
TO QUOTE 3003  
Annual Requirements  
for  
Traffic Control Rental Devices**

Addendum #1 to Quote 3003 for above project, bids to be opened on May 24, 2010 at 11:00 pm.

**Please note the following:**

1. Bid is being extended to Wednesday, May 26, 2010 at 11:00 am.
2. Add the attached section below to the specifications.

All other terms and conditions shall remain unchanged.

Dated this 24th day of May, 2010.

Shelly Hinze  
Buyer

# 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. 8<sup>th</sup> 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. 8<sup>th</sup> 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.

**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 three (3) methods will be employed. The method applicable to this contract will be checked below:
- a. The contract shall consist of a **PURCHASE ORDER** and a copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents. Items not awarded, if any, have been deleted.
- b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the Bidder's bid response attached and that the same, in all particulars, becomes the contract and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents. Items not awarded, if any, have been deleted.
- c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
1. County will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required.
  2. The prepared documents shall be delivered to the County within 10 days (unless otherwise noted).
  3. The County will sign the Contract, insert the date of signature at the beginning of the Contract, and submit the Contract to the County Board of Commissioners for approval and signature.
  4. Upon approval and signature from the County Board of Commissioners, 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](http://www.uscis.gov/everify).



- d. Contractual Liability coverage shall be included.
- e. Products Liability and/or Completed Operations coverage shall be included.
- f. Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage                      \$1,000,000 Combined Single Limit

D. Builder's Risk Insurance (For Building Construction Contracts Only)

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein.

Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.

E. 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 by the Owners.

F. Certificate of Insurance

All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

# Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name City of Lincoln			Name All Road Barricades, Inc.		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address PO Box 29196		
City Lincoln	State NE	Zip Code 68508	City Lincoln, NE	State NE	Zip Code 68529

**Check Type of Certificate**

Single Purchase     Blanket    If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

**Check One**     Purchase for Resale (Complete Section A)     Exempt Purchase (Complete Section B)     Contractor (Complete Section C)

## SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a:     Wholesaler     Retailer     Manufacturer     Lessor  
of    Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number    01-

or Foreign State Sales Tax Number

State

## SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category    1    (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased	Intended Use of Item(s) Purchased
----------------------------------	-----------------------------------

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number.    05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold	Date of Seller's Original Purchase	Was Tax Paid when Purchased by Seller?	Was Item Depreciable?
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

## SECTION C—For Contractors Only

### 1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is:    01-

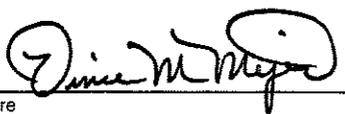
**2. Purchases Made Under Purchasing Agent Appointment on behalf of \_\_\_\_\_:** (exempt entity)

Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

**sign here**

Authorized Signature



Purchasing Agent

Title

5-27-10

Date

**NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.**

**Incomplete certificates cannot be accepted.**

**www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729**

NOTE: This form cannot be used to purchase materials used for WATER services. Material used for WATER services are taxable per Reg. 066.14A.

## INSTRUCTIONS

**WHO MAY ISSUE A RESALE CERTIFICATE.** Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

**WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE.** Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from sales tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: [www.revenue.ne.gov/legal/regs/slstaxregs](http://www.revenue.ne.gov/legal/regs/slstaxregs).

**Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.**

**CONTRACTORS.** Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site [www.revenue.ne.gov](http://www.revenue.ne.gov) for additional information.

**WHERE TO FILE.** Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

**SALES TAX NUMBER.** A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

**PROPERLY COMPLETED CERTIFICATE.** A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

**PENALTIES.** Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

### CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.
3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.
4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.
5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).
6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/7/2010

PRODUCER (402)467-5355 FAX: (402)467-5422  
All American Insurance Inc  
PO Box 29319

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Lincoln NE 68507

INSURERS AFFORDING COVERAGE NAIC #

INSURED  
All Road Barricades, Inc  
5700 Ballard Street

INSURER A: Columbia 19640

INSURER B:

INSURER C:

INSURER D:

Lincoln NE 68507

INSURER E:

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CMPNE08743	8/15/2009	8/15/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CAPNE08743	8/15/2009	8/15/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	CUPNE08743	11/6/2009	11/6/2010	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Project: City of Lincoln Annual Requirements for Traffic Control Device Services  
 City of Lincoln, Nebraska; Lancaster County, Nebraska is an additional insured

### CERTIFICATE HOLDER

City of Lincoln  
 Purchasing Division/Finance Department  
 440 South 8th Street, Suite 20  
 Lincoln, NE 68508

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Kyle Carder/KYLE

*Kyle Carder*