10-279

CONTRACT DOCUMENTS

City of Lincoln
Nebraska

In - Home Supportive Services for the Elderly
Bid No. 10-181

Arcadia Health Care
26777 Central Park Blvd., Suite 200
Southfield, MI 48076
248.352.7530

City of Lincoln, Nebraska
Contract Agreement

THIS CONTRACT, made and entered into this _____ day of _____ 2010, by and between **Arcadia Health Care, 26777 Central Park Blvd., Suite 200, Southfield, MI 48076** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WHEREAS, the City 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:

In-Home Supportive Services for the Elderly, Bid No. 10-181

and,

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

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

   Agreement to full proposal

2. The City agrees 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 City:

   A. The overall rate for all services provided by the vendor is $18.50/hour for Personal Care and $16.50/hour for Homemaker.

   B. The under the Supportive Services Program the City will pay the agreed upon rate and the Vendor shall bill the client for their share of the cost on a sliding fee scale. The reimbursable rate from the City to the Vendor is $9.50/hour for Homemaker and $10.50/hour for Personal Care.

   C. Under the Congregate Housing Services Program (CHSP), the City will pay the full cost of the service as listed in A.

3. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person 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 City 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 City 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 City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City'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. The term of the Contract for Services shall be for the period of two (2) years from date of execution with the option for one (1) additional two (2) year renewal.

8. The Contract Documents comprise the Contract, and consist of the following:

1. Instructions to Bidders
2. Insurance Requirements
3. Accepted Proposal
4. Contract Agreements
5. Specifications
6. Appendix A
7. Sliding Fee Scale
8. Sales Tax Exemption Form 13

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 City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

_____
City Clerk

CITY OF LINCOLN, NEBRASKA

_____
Mayor

Approved by:

Resolution No._____

Dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

_____(SEAL)
Secretary

_____
Name of Corporation

_____
Address

By:_____
Duly Authorized Official

_____
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

_____
Name of Organization

_____
Type of Organization

_____
Address

By:_____
Member

By:_____
Member

IF AN INDIVIDUAL:

_____
Name

_____
Address

_____
Signature

City of Lincoln/Lancaster County (Lincoln Purchasing)
Supplier Response

Bid Information

Bid Creator	Robert Walla Asst. Purchasing Agent
Email	rwalla@lincoln.ne.gov
Phone	1 (402) 441-8309
Fax	1 (402) 441-6513
Bid Number	10-181
Title	Rebid - In-Home Supportive Services For The Elderly
Bid Type	RFP
Issue Date	08/25/2010
Close Date	9/8/2010 12:00:00 PM CST
Need by Date	

Contact Information

Address	Purchasing 440 S. 8th St. Lincoln, NE 68516
Contact	Robert Walla Asst. Purchasing Agent
	Purchasing
Department	
Building	
	Suite 200
Floor/Room	
Telephone	1 (402) 441-8309
Fax	1 (402) 441-6513
Email	rwalla@lincoln.ne.gov

Ship to Information

Address
Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company	Arcadia Health Care
Address	26777 Central Park Blvd. Suite 200 Southfield, MI 48076
Contact	Lindsay Hurst/Contract Supervisor
Department	
Building	
Floor/Room	
Telephone	248 (352) 7530
Fax	248 (352) 5189
Email	contracting@arcadiahealthcare.com
Submitted	9/8/2010 9:57:48 AM CST
Total	$0.00

Signature _____

Supplier Notes

Bid Notes

This proposal only requires an electronic response! All documents are to be attached to the Ebid response.

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes

2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Electronic Signature	Please check here for your electronic signature.	Yes
5	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
6	Renewal is an Option	Contract Extenstion Renewal is an option.	Yes
7	Contact	Name of person submitting this bid:	Cathy Sparling, Exec. V.P.

Line Items

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 10-181 for In-Home Supportive Services For The Elderly for Aging Partners is available. Please prepare your written response including pricing on company letterhead and attach it to the Response Attachment section of your Ebid response.	$0.00

Item Notes: PLEASE ENTER A "0" IN THE UNIT PRICE BOX TO THE RIGHT!
YOUR PRICING FOR SERVICES WILL BE INCLUDED IN YOUR RESPONSE ATTACHED TO THE RESPONSE ATTACHMENT SECTION.

Supplier Notes:

Response Total: $0.00

ARCADIA
HealthCare

COST PROPOSAL

Arcadia proposes the following rates to the City of Lincoln/Lancaster County for *In-Home Supportive Services to the Elderly:*

Discipline	Hourly/Unit Rate
Personal Care Attendants	$18.80
Homemaker Companions	$16.70

26777 Central Park Blvd
Suite 200
Southfield, MI 48076
Phone: 248.352.7530
Fax: 248.352.7534
www.ArcadiaHealthCare.com

ARCADIA
HealthCare

September 8, 2010

City of Lincoln/Lancaster County
Attn: Robert Walla, Asst. Purchasing Agent
440 South 8th Street
Suite 200
Lincoln, NE 68508

Dear Mr. Walla:

In response to the City of Lincoln/Lancaster County *In-Home Supportive Services for the Elderly* Request for Proposal (RFP # 10-181), Arcadia Health Services, Inc. d/b/a Arcadia Health Care is pleased to present a proposal to provide the requested services.

Services will be provided through our office located at 3130 O Street, Suite D, Lincoln, NE 68510 under the administration of Jan Cepure. To speak with Ms. Cepure please call (402) 435-5533.

In addition, should you have any questions or need clarification concerning the proposal, please feel free to contact me at (800) 733-8427, ext. 695.

It is Arcadia's pleasure to continue to make its reliable and professional services available to the City of Lincoln/Lancaster County. We look forward to working with you in the coming year.

Sincerely,

Karen E. Winslow
Contract Specialist II

26777 Central Park Blvd
Suite 200
Southfield, MI 48076
Phone: 248.352.7530
Fax: 248.352.7534
www.ArcadiaHealthCare.com

ARCADIA
HEALTH CARE

ARCADIA HEALTHCARE VISION

"Keeping people at home and healthier longer"

ARCADIA HEALTHCARE MISSION

- To provide compassionate, quality, community-based home care designed to keep people at home and healthier longer.
- To complement the services we provide with our proprietary DailyMed medication management system and other home health products.
- To provide health care staffing services to a wide range of facilities when care outside the home is needed.
- Arcadia's success in achieving its mission is dependent upon the combined efforts and participation of its key stakeholders, including our Clients, Caregivers, Affiliates, Associates, Shareholders, and the Communities in which we serve and live.

ARCADIA HEALTHCARE VALUES

Arcadia embraces a number of core values which are expected to guide everything we do and every decision we make.

A **- Always Customer Focused-** we treat everyone as a customer. Delighting internal and external customers is an expectation of all Associates and Affiliates of the company.

R **- Respectful and Honorable-** we treat everyone with respect and do business in an honorable manner, at the same time encouraging open discussion, challenging the status quo, and constructive conflict resolution.

C **- Compassionate and Compliant** – we provide compassionate care that is compliant with both the letter and the spirit of the rules and regulations that govern our businesses.

A **- Action oriented and Urgent** – we have a clear sense of urgency and we inspire everyone who touches our business with our focus and energy. Complacency has no place here.

D **- Dedicated to o** their development, reward strong performance and make Arcadia a great place to come to work. Teamwork matters.

I **- Innovative** – we are creative and strive to provide unique services and products that will distinguish us from our competitors, as well as innovative approaches to processes, efficiency, continuous improvement.

A **- Accountable and Committed** – we consistently meet commitments to our customers, our shareholders and each other, and are accountable to do what we say we will do, when we say we will do it.

ARCADIA
HEALTH CARE

PERSONAL CARE AIDE JOB DESCRIPTION

Performance Evaluation Ratings

1. **Does not meet requirements**
2. **Occasionally meets requirements**
3. **Meets requirements**

I. **TITLE:** Personal Care Aide / Attendant – Generic
Skill Level 2

II. **REPORTS TO:** Supervisor of Personal Care Aid or Designee

III. **EDUCATION/QUALIFICATIONS:**

1. High school diploma or GED equivalent preferred.
2. Satisfactory completion of Agency qualifying exam
3. One year full-time experience within the past two years or 2 years part-time experience within the last 3 years as a PCA/HCA/CNA or equivalent OR 6 months full-time experience within the past 2 years or 1 year part-time experience within the past 3 years and completion of a format training course that meets the following:
   - The course contents include the duties listed below
   - Is minimally 40 hours in duration or per state regulation
4. CPR / First Aid certification if state or program requirement.
5. Possess an empathetic attitude toward the care and treatment of clients/patients.
6. Ability to read and write English.

IV. **PHYSICAL REQUIREMENTS:**

1. Regularly required to sit, stand and walk on variable surfaces.
2. Regularly required to use hands to finger, handle, or feel, and talk or hear.
3. Occasionally required to reach beyond mid-line of body overhead/chest level.
4. Occasionally use hand controls including grip using one or both hands.
5. Occasionally climb ramps or stairs or use foot controls.
6. Specific vision abilities required by this job include close, distance, and peripheral vision, depth perception and ability to adjust focus.
7. Employees are required to utilize universal safety precautions while performing their job tasks.
8. Ability to lift, push, pull and carry a minimum of 50 lbs
9. Ability to stoop and bend up to 2.5 hours per 8 hour shift

V. **GENERAL DESCRIPTION:**

Personal Care Aide provides assistance with non-medical activities of daily living such as bathing, dressing, grooming, walking/ambulating, eating, bowel, and bladder care.

VI. **DUTIES/RESPONSIBILITIES:**

_____ 1. Follows all written instructions as determined by client/responsible parties within limits of the agency's policies for personal care aide as written on the service plan

_____ 2. Provides socialization, conversation and emotional reassurance to the client

_____ 3. Encourages and participates in reading, appropriate games, and other activities to promote well being and stimulate the mind and the spirit

_____ 4. Provides for safety by using the principles of health and safety in relation to self and client, as follows:
   - Identifies and reports safety hazards
   - Follows assigned safety precautions
   - Practices health protection and cleanliness by appropriate techniques of hand washing, waste disposal and household tasks
   - Supervises the safety of client while he/she is toileting, bathing and dressing

_____ 5. Provides escort services, such as accompanying the client to scheduled appointments, shopping or errands

_____ 6. Takes care of pets and water the plants

_____ 7. Encourages and supervises the maintenance of a clean and healthy environment
   - Assist with home management i.e. monitoring food expirations, assist with mail, order groceries/home supplies and monitor home repairs as needed

_____ 8. Provides housekeeping duties such as:
   - Kitchen (washing dishes, wiping/disinfecting sinks and countertops)
   - Bathroom (wiping/disinfecting sinks, countertops, tubs and toilets)
   - Bedroom (bed making/changing linen)
   - Laundry (light personal laundry: washing, drying, folding, ironing, putting away)
   - Light vacuuming and dusting
   - Change linen on unoccupied bed

_____ 9. Assists the client to achieve or maintain adequate nutrition and hydration by:
- Grocery shopping, simple meal or snack preparation
- Assists with feeding client providing that the client can still independently swallow and be positioned upright

_____ 10. Encourages/supervises appropriate personal hygiene
- Assists with activities of daily living – grooming, bathing, dressing, and toileting
- Assists with shaving using an electric or safety razor only
- Provide with nail care (i.e. soaking and filing of nails; caregivers may not trim or clip nails)
- Assists with application of support stockings that can be purchased without a physician's prescription

_____ 11. Assists with skin care when any chronic skin problems are not active. Caregivers may apply non-medicated lotions and solutions that do not require a physician's prescription.

_____ 12. Assists with mobility
- Assists with turning and positioning client when the client is able to identify verbally, non-verbally or through other means, when the position needs to be changed
- Assists with pivot transfers that do not require adaptive equipment
- Assists with ambulation (i.e. stand by assistance, adaptive equipment set-up)
- Reminds and encourages physical therapy, daily exercise or active range of motion

_____ 13. Assists with elimination
- Offer and empties bedpan, urinals, and bedside commodes
- Empties or changes external urinary bag and assist with catheter care
- Empties ostomy bags
- Assist client with ostomy care ie; preparing/cleaning-up supplies, opening containers and monitoring inventor

_____ 14. Medications
- Provides timely medication reminders and observes the client for compliance in taking pre-dosed medications. Report any concerns or non-compliance to the supervisor
- Assists with medication (may not administer) such as reading labels, open medication containers, preparing supplies, monitoring supplies and cleaning up
- Under the client's direction, assist client with applying and positioning oxygen tubing. (Cannot turn oxygen on/off or change the level or dose of oxygen delivered)

_____ 15. Assists client with blood sugar checks; prepare & clean up supplies, open containers, hand equipment to client, record readings & monitor inventory. Caregiver cannot perform the procedure.

_____ 16. Works with client and family with maturity, compassion, empathy, and confidentiality at all times

_____ 17. Notifies the office of any change in the client's status or home environment or an emergency

_____ 18. Notifies the office in a timely manner of the need for cancellation or change in coverage

_____ 19. Completes documentation promptly and legibly in the appropriate section of the client record.

_____ 20. Attends all in-service training

Check all that are applicable:

☐ I have read, understand and received a copy of my job description and agree I meet the qualification of the position.

☐ My signature acknowledges that I have read this evaluation and understand its content, and not that I necessarily agree with it. I also understand that if I disagree with this evaluation, I have the option of attaching an addendum disputing any portion I believe is not correct.

Employee signature _____ **Date** _____

Supervisor signature _____ **Date** _____

Location Manager/Management designee signature _____ **Date** _____

ARCADIA
HEALTH CARE

HOMEMAKER JOB DESCRIPTION

Performance Evaluation Ratings:
1. **Does not meet requirements**
2. **Occasionally meets requirements**
3. **Meets requirements**

I. **TITLE:** Homemaker – Generic
Skill Level 1

II. **REPORTS TO:** Agency Supervisor

III. **EDUCATION/QUALIFICATIONS:**
1. High school diploma or GED equivalent preferred.
2. Satisfactory completion of Agency qualifying exam
3. One (1) year current experience (within past five (5) years) as a homemaker in the home or healthcare setting.
4. Possesses an empathetic attitude toward clients.
5. Ability to read and write English

IV. **PHYSICAL REQUIREMENTS:**
1. Regularly required to sit, stand and walk on variable surfaces.
2. Regularly required to use hands to finger, handle, or feel, and talk or hear.
3. Occasionally required to reach beyond mid-line of body overhead/chest level.
4. Occasionally use hand controls including grip using one or both hands.
5. Occasionally climb ramps or stairs or use foot controls.
6. Specific vision abilities required by this job include close, distance, and peripheral vision, depth perception and ability to adjust focus.
7. Employees are required to utilize universal safety precautions while performing their job tasks.
8. Ability to lift, push, pull and carry a minimum of 50 lbs
9. Ability to stoop and bending up to 2.5 hours per 8 hour shift

V. **GENERAL DESCRIPTION:**
Homemakers provide general assistance to clients to help maintain independent living such as: light housekeeping, home management, socialization and companionship, family support and errands. This level of care doesn't require hands on services.

VI. **DUTIES/RESPONSIBILITIES:**

_____ 1. Follows all written instructions as determined by client/responsible parties within limits of the Agency's policies for homemaker as written on the service plan

_____ 2. Provides socialization, conversation and emotional reassurance to the client

_____ 3. Encourages and participates in reading, appropriate games, and other activities to promote well- being and stimulate the mind and the spirit

_____ 4. Reminds and encourages daily exercise

_____ 5. Provides for safety by using the principles of health and safety in relation to self and client, as follows:
- Identifies and report safety hazards
- Follows assigned safety precautions
- Practices health protection and cleanliness by appropriate techniques of hand washing, waste disposal and household tasks

_____ 6. Provides escort services, such as accompanying the client to scheduled appointments, shopping or errands

_____ 7. Take Care of pets and water the plants

_____ 8. Encourages and supervises the maintenance of a clean and healthy environment
- Assist with home management i.e. monitoring food expirations, assist with mail, order groceries/home supplies

_____ 9. Provides housekeeping duties such as:
- Kitchen (washing dishes, wiping/disinfecting sinks and countertops)
- Bathroom (wiping/disinfecting sinks, countertops, tubs and toilets)
- Bedroom (bed making/changing linen)
- Laundry (light personal laundry: washing, drying, folding, ironing, putting away)
- Light vacuuming and dusting
- Change linens on client's unoccupied bed

_____ 10. Assists the client to achieve or maintain adequate nutrition and hydration by assisting with grocery shopping, simple meal or snack preparation

_____ 11. Encourages/supervises appropriate personal hygiene

_____ 12. Empty urinals and bedside commodes

_____ 13. Medications
- Provides timely medication reminders and reports concerns to supervisor

_____ 14. Works with client and family with maturity, compassion, empathy, and confidentiality at all times
_____ 15. Notifies the office of any change in the client's status or home environment or an emergency
_____ 16. Notifies the office in a timely manner of the need for cancellation or change in coverage
_____ 17. Completes documentation promptly and legibly in the appropriate section of the client record.
_____ 18. Attends all in-service training

Check all that are applicable:

☐ I have read, understand and received a copy of my job description and agree I meet the qualification of the position.

☐ My signature acknowledges that I have read this evaluation and understand its content, and not that I necessarily agree with it. I also understand that if I disagree with this evaluation, I have the option of attaching an addendum disputing any portion I believe is not correct.

Employee's signature _____ **Date** _____

Supervisor's signature _____ **Date** _____

Location Manager/
Management Designee signature _____ **Date** _____

ARCADIA
HealthCare

"Keeping People at Home and Healthier Longer."

Vendor Information Sheet

Firm Name
Arcadia Health Services, Inc. dba Arcadia Health Care
3130 O Street, Ste D
Lincoln, Nebraska 68510

Mailing Address
Arcadia Health Services, Inc.
26777 Central Park Blvd., Suite 200
Southfield, Michigan 48076

Telephone Number
Local: 402-435-5533
Corporate: 248-352-7530

Fax Number
Local: 402-435-5670
Corporate: 248-352-5189

Years Established and Former Names
Arcadia Health Services, Inc. d/b/a Arcadia Health Care (Arcadia) is a national provider of healthcare products and services, including home health care services. Arcadia has been in the business of providing home health care services on a national basis for over thirty (30) years. With sixty one (61) offices located within seventeen (17) states, we pride ourselves on being able to understand, anticipate, and accommodate the needs of the communities in which we offer services.

Arcadia's local office in Lincoln, Nebraska has been delivering in-home personal care services in the Lincoln area for sixteen (16) years and has been operating under the name Arcadia Health Services, Inc. dba Arcadia Health Care since its inception.

Mission or Types of Services that Makes Your Company Qualified to Perform this Contract

Please see "Arcadia Vision, Mission and Values" Statement in the Response Attachments Section of the E-Bid

Geographic Business Area

Arcadia is pleased to state that it is able to service the following Counties:

- Cass
- Douglas
- Gage
- Johnson
- Lancaster
- Otoe
- Saline
- Saunders
- Seward

Number of staff usually and currently employed

Arcadia currently has the following number of usual and current staff dedicated and available to service the City of Lincoln/Lancaster County upon award of the contract:

Homemakers/companions – 10
Home Health Aides/Personal Care Attendants – 25

Statement of Willingness and Capability to meet the Project's time Requirements

I, Cathy Sparling, Executive Vice President of Arcadia Health Services, Inc., do hereby attest that Arcadia has a strong understanding of the desired services and has the willingness and capability to meet the projects time requirements.

Cathy Sparling

Signature

September 8, 2010
Date

Operational Experience

Arcadia's local office in Lincoln, Nebraska has been delivering in-home personal care services in the Lincoln area for sixteen (16) years. Arcadia has been providing services for this program since 2007. In addition to our private pay clients, Arcadia has been servicing local entities such as the AGING PARTNERS Lincoln Area Agency on Aging, League of Human Dignity, Cedars For Kids, and Lincoln/Lancaster County Health Department.

Jan Cepure, local Administrator and Director of Clinical Services, has been successfully operating the Lincoln location since 1994. Assisting Ms. Cepure in the success of the office is Mary Quinn, staffing coordinator and office manager, and Andy Cepure, payroll and human resources representative. The Lincoln office currently employs Home Health Aides, Homemakers, Personal Care Aides and skilled caregivers. Together, as a team, they have been providing quality personnel to city and program members, private pay individuals, nursing homes and hospitals. Arcadia has maintained longstanding, positive relationships with local organizations by providing highly qualified, experienced personnel.

Staff Qualifications

Please see Arcadia's Job Descriptions for "Personal Care Attendants" and "Homemaker Companions" in the Response Attachments Section of the E-Bid

Number of Clients Currently being Serviced

Arcadia Health Care (Lincoln, NE) is currently providing services to 88 clients and nationally Arcadia Health Services, Inc. is providing services to over 18,000 clients.

Other Qualifications which would prove valuable in the Provision of this Service

Quality Home Care

Arcadia's staff provides individuals with the support and care services that promote an independent lifestyle. We take pride in our dedication to provide quality home care. We strive to maintain and improve our services by continually evaluating our employees and the quality of care provided.

Licensure

Arcadia is a licensed Home Health Agency for the State of Nebraska. We continuously demonstrate our knowledge and experience in providing personal assistance services through our extensive list of local and national contracts.

Mission Success

This relationship with the City of Lincoln/County of Lancaster is in line with our mission to provide compassionate, quality, community-based home care designed to keep people at home and healthier longer. Arcadia's success in achieving its mission is dependent upon the combined efforts and participation of its key stakeholders, including our Clients, Caregivers, Affiliates, Associates, Shareholders, and Communities in which we serve and live.

Quality Assurance and Customer Satisfaction

Customer satisfaction is our highest priority and is achieved through the continuous emphasis on quality in our services. Arcadia recognizes its responsibility to provide cost effective, high quality care and services while promoting the safety and well-being of our patients/clients and employees. To meet these responsibilities, an effective Quality Assurance program has been established and implemented. Under this program, Arcadia has made the commitment to meet or exceed the following goals/objectives for our home care business line:

- Validate delivery of high quality services.
- Identify high volume, high risk, and problem-prone areas of service for evaluation, monitoring, and improvement efforts.
- Identify opportunities to improve services.
- Ensure proper documentation.
- Review and monitor patient/client/customer satisfaction surveys.
- Review and monitor patient/client/customer complaints.
- Comply with state, federal, and program regulations/requirements.
- Enhance employee skills and knowledge.

In order to deliver the objectives identified in the QA Program, Arcadia develops an annual *Quality Assurance and Improvement Plan* to monitor quality of staff and services provided to customers. Elements of the Plan include:

- Questionnaires/Surveys: Client Satisfaction Surveys are mailed at least one (1) time per year to all clients.
- Concerns/Complaints: Review, analyze, and resolve any complaint.
- Accidents/Incidents: Review, analyze and follow-up on any accident/incident.
- Personnel File Audits: To ensure that licensure/certification, regulatory health requirements, performance evaluations and CEU activities are current.
- Monthly In-services and Continuing Education Credits: Arcadia provides in-service opportunities to both its clinical and administrative staff members. Arcadia also offers online Continuing Education Unit courses to its staff.

This Plan is reviewed and revised annually by our Quality Assurance Committee in order to monitor trends, identify issues, and ensure that our caregivers have a clear understanding of our client's needs and how best to meet those needs.

Payroll, Invoicing & Reporting

Arcadia utilizes its proprietary software program ARCS (Arcadia Reimbursement Compensation & Scheduling System) to ensure the most efficient invoicing, client detail, employee data, service authorization, employee scheduling, and employee timecard system capabilities available in today's market. This system allows us to provide our clients with customized reporting and tracking of scheduling requests and invoices that can be modified to meet our client's specific needs.

Expected Outcomes

By working collaboratively with case managers, program administrators, physicians, clients, and their families, Arcadia believes that we can meet our expected outcomes: ensuring that the client can be maintained safely in their own home, decreasing return inpatient hospitalizations, improving the client's health and well-being, as well as to providing temporary relief to primary caregivers to prevent a breakdown in the patient's informal support system.

Request for Proposals
for
In-home Supportive Services for the Elderly

1. **SCOPE AND SUPPLEMENTAL INSTRUCTIONS**

1.1 The City of Lincoln through its Aging Partners, Personal and Family Services, has funds for the purchase of personal care and homemaking services through two programs:

1.1.1 The Supportive Services Program

1.1.2 The Congregate Housing Services Program

1.2 The intent of this contract for services is to enable the Provider to furnish more affordable services to clients of these two programs who are frail elderly and/or disabled and reside:

1.2.1 In private homes and apartments in Lancaster County.

1.2.2 In Housing Authority facilitates.

1.2.2.1 Mahoney Manor

1.2.2.2 Burke Plaza

1.2.2.3 Crossroads House

1.3 Vendor shall provide a per hour cost for each of the services being provided.

1.3.1 Vendor may provide pricing for one or both areas of service.

1.3.2 Pricing shall be included on company letterhead in addition to any other correspondence required and attached to the Response Attachment section of your Ebid response.

1.3.1 Price will not be the only factor in determining who the awarded Vendor will be.

1.3.2 Reference checks, past work history and company integrity will be taken into consideration.

1.3.3 The City has the option of contracting with more than one Provider if it is in the best interest of the City and the clients that are being served.

1.3.6 Vendor pricing shall be based on the estimated funding for these services:

1.3.6.1 Supportive Services - $37,605.00

1.3.6.2 Congregate Housing Services - $40,434.00

1.3.6.3 These are funding estimates and are not intended to guarantee any amount of funding to Vendor/s awarded a contract for providing these services.

1.4 Vendors shall only submit an electronic response via the City/County Ebid system.

1.4.1 Any documentation or submittals shall be scanned and attached to the Response Attachment section of your Ebid response.

1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) or Fax: (402) 441-6513.

1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.

1.5.2 The City/County Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.

2. **ELIGIBLE CLIENTS**

2.1 Supportive Services Program:

2.1.1 The client must be at least 60 years of age and a resident of Lancaster County.

2.1.2 Is ineligible to receive duplicated services under the Social Services Block Grant (SSBG), Medicare, Medicaid Waiver, or Private Health Insurance benefits.

2.1.3 Has an adjusted net income of less than 300% of the Federal poverty guidelines, after subtracting out of pocket expenses, which will include: medication costs and health insurance premiums.

2.1.3.1 Existing client hourly rates will be adjusted with their annual or semi-annual reauthorizations.

2.2 Congregate Housing Services Grant:

2.2.2 To be eligible to receive services a resident must be:

2.2.1 A lessee of Lincoln Housing Authority, and a resident of one of the three facilities.

2.2.2 Elderly (aged 62 years of age or older) and at least deficient in at least three activities of daily living.

2.2.3 A resident with permanent disabilities, regardless of age.

2.2.4 A person who is temporarily disabled, and who is 62 years of age or older.

2.2.5 Determined to be eligible by the Professional Assessment Committee (PAC).

3. SELECTION OF PROVIDERS

3.1 Eligible residents will be presented with a list of contracting Providers during the negotiations of their care plan.

3.2 The Provider will be competitively selected from the list by the individual residents.

3.3 All selections are subject to final approval by the PAC.

3.4 The PAC may advance policies in the interest of improved service coordination, cost savings, improved service, etc. which may affect the selection process.

4. AUTHORIZATION OF SERVICES AND SERVICE HOURS

4.1 Supportive Services Program:

4.1.1 Complete and submit the City's Authorization Request Form and Service Plan, identifying the clients needs, the days the client will be served, and the length of each service visit.

4.1.2 Aging Partners will review authorizations as soon as received and approve those that meet program guidelines.

4.2 Congregate Housing Service Program:

4.2.1 Each resident eligible for subsidized services will be allocated a specific number of service units, based on his/her formally assessed long term care needs.

4.2.2 The PAC will review assessments, determine eligibility, approve care plans and authorize services.

4.2.3 Services will be provided daily in pre-scheduled blocks to multiple recipients.

4.2.4 The Service Coordinator will prepare recurring, daily schedules for 2-4 residents, with visits occurring sequentially.

4.2.5 The Provider will receive a written service authorization.

4.2.6 The service authorization will prescribe type of service, frequency, the amount of service to be delivered and the term of services.

4.3 In circumstances where there is an urgent need for service, Aging Partners will issue a verbal authorization that will precede the written authorization.

4.4 Reimbursement will be based on the actual hours of service provided to each client, and shall not exceed the maximum authorized number of hourly units.

4.5 The Provider will agree to provide the following services in 15 or 30 minute units of service:

4.5.1 Medication reminders

4.5.2 Assistance with dressing

4.5.3 Assistance applying TED hose, braces, or prosthetic devices

4.5.4 Meal setup

4.6 If the Provider is unable or unwilling to agree to this clause you must indicate so on your written response to this Proposal.

5. **IDENTIFICATION OF NEW OR INCREASED NEED**

5.1 Should the Provider observe that a client of either program has new or additional needs, the Provider can:

5.1.1 Request additional hours of service from Aging Partners.

5.1.1.1 Provider must be able to address changes in the client's functional ability or circumstances.

5.2 The Provider may find the resident is facing other significant concerns, question, or problems.

5.2.1 With the residents permission, the Provider may refer these matters to Aging Partners Personal and Family Services for social work services.

6. **TERMINATION AND REINSTATEMENT OF ELIGIBILITY**

6.1 Due to changes in a functional ability, financial status, or limits placed on the dollar amount of subsidized service, clients may lose and regain eligibility over time.

6.2 **Termination**

6.2.1 Aging Partners will provide a minimum of 48 hours advance notification of the termination of a resident's eligibility for subsidized services.

6.2.2 Provider may negotiate with Aging Partners for the continuation of services on a private fee-for-services basis.

6.3 **Reinstatement**

6.3.1 Aging Partners will monitor the functional ability and financial eligibility of residents who have been terminated.

6.3.2 Residents who regain eligibility will do so under the previously described provisions.

7. **CLIENT BILLING**

7.1 Supportive Services Program:

7.1.1 Provider will bill clients in accordance with Aging Partners Supportive Service Program sliding fee scale.

7.1.2 Provider must bill clients on a regular monthly for any outstanding balance.

7.2 Congregate Housing Services Program:

7.2.1 Rules require that recipients of services are responsible for ten (10%) of the cost of the services, not to exceed twenty (20%) of each individual's adjusted annual income.

7.2.2 Aging Partners will be responsible for the billing and collection of these fees.

7.2.3 Providers will not be responsible for billing and collecting the resident's share of services.

8. **RESPONSIVENESS AND SERVICE QUALITY**

8.1 Aging Partners will maintain quality assurance files on each Provider of service.

8.2 Aging Partners will survey current and former clients regarding service satisfaction.

8.3 The files will contain incident reports and the results of satisfaction surveys.

8.3.1 Incidents of unsatisfactory service will be discussed and maybe negotiated with the provider, on such occurrences.

8.4 Providers will be furnished a complete copy of any survey results.

8.5 Quality assurance files will be carefully reviewed by the PAC and considered in determining eligibility for the continuation as a qualified provider.

8.6 Provider must apply for, and obtain, any and all necessary permits, certifications, licenses, variances, certifications and approvals required by any applicable laws or regulations that relate to the Provider of the Services.

8.7 Provider shall perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of the Agreement.

8.8 Provider shall supply only trained, quailed employees to provide Services.

8.9 These employees shall be under the supervision of the Provider at all times.

9. ADDITIONAL PROVIDER DUTIES

9.1 Provide the following in-home assistance services to older persons, and the selection of such persons shall be done in cooperation and in coordination with Aging Partners:

9.2 Escort/Shopping is defined as accompanying and personally assisting a client to obtain a service; providing assistance in the purchase of food, clothing, medical supplies, household items and/or recreational materials for a client.

- 9.2.1 Escort services are not reimbursed when they are a "stand alone" service.
- 9.2.2 Reimbursement for escort services will only occur when they are provided with other approved in-home services.
- 9.2.3 The unit of service will be one unit equals one hour.
- 9.2.4 The service will be provided 7 days a week, 24 hours a day.
- 9.2.5 Amount of time needed to fulfill a request will depend on client's needs, usually within 1-2 hours.

9.3 General Homemaking/Housekeeper is defined as help or training for house cleaning, laundry, essential shopping, errands and meal preparation.

- 9.3.1 Does not require trained personnel since emphasis is on tasks usually performed by domestic workers.
- 9.3.2 The unit of service will be one unit equals one hour.
- 9.3.3 The service will be provided 7 days a week, 24 hours a day.
- 9.3.4 Amount of time needed to fulfill a request will depend on client's need.

9.4 Personal Care is defined as assisting the client with bathing, medication, dressing, personal appearance, feeding, and toileting.

- 9.4.1 The unit of service will be one unit equals one hour.
- 9.4.2 The service will be provided 7 days a week, 24 hours a day.
- 9.4.3 Amount of time needed to fulfil a request will depend on client's need.

9.5 The Provider shall adhere to the Policies and Procedures of the Aging Partners Supportive Services Program set out in Appendix A.

- 9.5.1 Aging Partners reserves the right to amend these Policies and Procedure as necessary to ensure the precise control of expenditures, equitable treatment of clients, and delivery of benefits to those in greatest need.

10. INABILITY OF PROVIDER TO SERVE AN AUTHORIZED CLIENT

10.1 The Provider will notify Aging Partners immediately if it is necessary to decline entirely or reduce the amount of service to an authorized resident.

- 10.1.1 In this event, Aging Partners may transfer the resident to another qualified Provider.

11. PAYMENT PROCESS

11.1 The City of Lincoln/ Aging Partners shall reimburse the Provider for the actual units of service provided to authorized residents.

11.2 The Provider will claim payment by submitting a monthly billing document furnished by Aging Partners.

11.2.1 The monthly billing document will be reviewed by the Department.

11.2.2 The Departments finance office will forward approved billings to the City's Finance Department.

11.2.3 Upon filing and approval, the City finance Department shall issue a warrant within thirty (30) days of receiving this document.

11.3 Aging Partners will not pay a Provider for any services provided without prior approval.

11.4 The Provider shall account, on a monthly basis, for any discrepancy between units authorized and units delivered.

11.5 Providers will be paid per unit hour of service provided on a performance based method.

11.6 The cost for one unit hour of service will continue throughout the contract period:

12. CONTRACT ASSIGNMENT

12.1 Provider shall not execute any contract, or obligate itself in any manner, with a third party, with respect to these services, without prior written consent of Aging Partners.

12.2 Aging Partners shall not be obligated or liable hereunder to any party other than the Provider.

13. PRIVACY

13.1 Aging Partners is not a "covered entity" for purposes of HIPAA, however, the Provider agrees that it will treat patient information in a manner consistent with HIPAA's requirements for Protected Health Information (PHI). Specifically, the Provider agrees that it shall:

13.1.1 Use appropriate safeguards to prevent misuse or inappropriate disclosure of patient information.

13.2.2 Make patient information available to patients in a manner consistent with HIPAA.

13.2.3 Require all employees to comply with such restrictions.

13.2.4 Report any improper use or disclosure of patient information immediately to Aging Partners.

13.2 All services, including reports, opinions, and information to be furnished shall be considered confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of Aging Partners, without the prior written approval of Aging Partners staff.

13.2.1 The Provider assumes liability for any breach of confidentiality that may occur through the action of the Provider, Provider employees, and anyone directly or indirectly employed by the Provider.

14. TERM

14.1 The term of the Contract for Services shall be for the period of two (2) years from date of contract with option for one (1) additional two (2) year renewal.

14.2 Either party may, upon sixty (60) days advance notice in writing to the other party, terminate its agreement for convenience.

15. SUBMITTAL PROCEDURES

15.1 ALL submittals must be attached to the electronic response. No written response is required.

15.2 Vendor shall submit your company's estimate of the proposed fees for services as outlined in Section 1.

15.2.1 Vendor may propose alternate pricing in addition to it's hourly fees if such alternate pricing would be a benefit to the agency and provide additional services to the elderly they serve.

15.3 Vendor shall attach an information sheet to the Response Attachment section of their ebid response listing the following information:

Firm name,
Mailing address,
Telephone number,
Fax number;
Years established and former names;
Mission or types of services that makes your company qualified to perform this contract
Geographic business area
Number of staff usually and currently employed
Statement of willingness and capability to meet the project's time requirements.
Operational experience
Staff qualifications
Number of clients currently being served
Other qualifications which would prove valuable in the provision of this service

SSP/LAAA SLIDING FEE SCALE - SINGLE

BASE: $10,830.00

ANNUAL INCOME	MONTHLY INCOME	% POVERTY	CLIENTS %
$0.00 - $10,830.00	$0.00 - $903.00	100%	40%
$10,831.00 - $13,538.00	$904.00 - $1,128.00	125%	45%
$13,539.00 - $15,162.00	$1,129.00 - $1,264.00	140%	50%
$15,163.00 - $16,245.00	$1,265.00 - $1,354.00	150%	55%
$16,246.00 - $18,953.00	$1,355.00 - $1,579.00	175%	60%
$18,954.00 - $21,660.00	$1,580.00 - $1,805.00	200%	65%
$21,661.00 - $23,285.00	$1,806.00 - $1,940.00	215%	70%
$23,286.00 - $24,368.00	$1,941.00 - $2,031.00	225%	75%
$24,369.00 - $27,075.00	$2,032.00 - $2,256.00	250%	80%
$27,076.00 - $29,783.00	$2,257.00 - $2,482.00	275%	85%
$29,784.00 - $31,407.00	$2,483.00 - $2,617.00	290%	90%
$31,408.00 - OVER	$2,618.00 - OVER	300%	100%

*Subtract $311.67 from the total Monthly Income to adjust for each additional family member.

SSP/LAAA REIMBURSEMENT RATE

PC	HMK
$10.00	$9.00

SSP/LAAA SLIDING FEE SCALE

SEPTEMBER 1, 2009 THRU AUGUST 31, 2010

PC $18.50
HMK $16.00

ANNUAL INCOME	MONTHLY INCOME	PC	HMK
$0.00 - $10,830.00	$0.00 - $903.00	$7.40	$6.40
$10,831.00 - $13,538.00	$904.00 - $1,128.00	$8.30	$7.20
$13,539.00 - $15,162.00	$1,129.00 - $1,264.00	$9.25	$8.00
$15,163.00 - $16,245.00	$1,265.00 - $1,354.00	$10.20	$8.80
$16,246.00 - $18,953.00	$1,355.00 - $1,579.00	$11.10	$9.60
$18,954.00 - $21,660.00	$1,580.00 - $1,805.00	$12.00	$10.40
$21,661.00 - $23,285.00	$1,806.00 - $1,940.00	$12.95	$11.20
$23,286.00 - $24,368.00	$1,941.00 - $2,031.00	$13.90	$12.00
$24,369.00 - $27,075.00	$2,032.00 - $2,256.00	$14.80	$12.80
$27,076.00 - $29,783.00	$2,257.00 - $2,482.00	$15.70	$13.60
$29,784.00 - $31,407.00	$2,483.00 - $2,617.00	$16.65	$14.40
$31,408.00 - OVER	$2,618.00 - OVER	$18.50	$16.00

LAAA REIMBURSEMENT RATE

*Subtract $311.67 from the total Monthly Income to adjust for each additional family member.

Appendix A

Supportive Services Program

Lincoln Area Agency on Aging
Policies and Procedures

1. **Eligibility.** To be eligible to receive payment for services from the City, the Contractor shall determine that the client:

   a. Is at least 60 years of age and residing in Lancaster County.

   b. Is ineligible to receive duplicated services under the Social Services Block Grant (SSBG), Medicare, Medicaid Waiver, or Private Health Insurance benefits.

   c. Has an adjusted net income of less than 300% of the Federal poverty guidelines, after subtracting out of pocket expenses, which will include: medication costs and health insurance premiums. Existing client hourly rates will be adjusted with their annual or semi-annual reauthorizations.

   d. Cannot obtain the service without charge from another source.

   e. Is not able to perform the service for him or herself.

   f. Agrees to a home assessment visit by professional staff who will by their assessment determine the need and basis on which service will be given.

   g. Gives consent for the Contractor to share necessary information with the Lincoln Area Agency on Aging for the exclusive purpose of an inter-agency care plan for the client.

   h. Client must not reside in a facility which should provide the needed services.

2. **Access.** An older person may become a client of the Contractor through several options. These are examples, and not inclusive of all options:

   a. Self-referral (client contacts Contractor).

   b. Referral by a community agency.

   c. Referral by an individual knowledgeable of the person's condition, such as a neighbor, family member, etc.

   d. Referral by the Supportive Services Program of Aging Services (City).

   e. Referral by the Contractor of an eligible client.

3. **Client Assessments.** All clients:

   a. Requesting covered services will participate in an in-home assessment by the Contractor to determine an appropriate plan of care.

   b. Who receive a high level of supportive services and are not care managed by LIFE or another agency, and who appear to have unmet needs, may be referred to LIFE for a needs assessment.

4.. **Prior Authorization.** The Contractor will:

   a. Complete and submit the City's Authorization Request Form and Service Plan, identifying the clients needs, the days the client will be served, and the length of each service visit.

   b. Lincoln Area Agency on Aging/LIFE Staff will review authorizations as soon as received and approve those that meet program guidelines.

5. **Admissions and Increased Hours.** City will maintain a waiting list for older persons who are seeking services through SSP.

6. **Priorities.** City will draw names from waiting lists and pre-authorized service in priority order:

   a. Highest priority will be assigned to clients whose immediate independence is threatened. Special circumstances may be described in the comments section of the City Authorization Request Form or submitted by phone.

   b. Otherwise, service will be authorized first come, first serve, in date-of-receipt order.

   c. In the event of a waiting list, priority will be given to clients with declared savings and investments of less than $50,000.

7. **Authorization of Service Hours.**

   a. The Contractor shall request authorization from the City to provide services to a client on forms approved by the City.

   b. All authorizations will be for a set duration and a specific number of service units based on their assessed needs and circumstances

   c. The Contractor will be reimbursement monthly for the actual hours of authorized service provided to each client. The City will not pay for unauthorized service hours.

   d. Provision of service to older persons not authorized for service by the City shall be at the discretion and cost of the Contractor.

e. Total annual expenditures for the purchase of services for any client shall not exceed $5,000 in any fiscal year.

f. Service authorizations may cross fiscal years and will be paid at the respective rates for each year.

g. Emergency service may be authorized retroactively but only with telephone notification to the City's Supportive Service Unit within 1 working day of initiating services. A written request and client assessment must be submitted within one week of initial service. The City reserves the right to authorize additional services which are not included in this purchase of services.

8. **Denial or Reduction of Service.** The Contractor will notify the Supportive Services Program when it is necessary for the Contractor to deny or reduce services to a client.

9. **Notification of Termination.** To enable the Supportive Services Program to make full use of service hours, the Contractor will notify the Supportive Services Program of any service terminations.

10. **Client Service Forms.** The following are to be completed and submitted to City by the Contractor for each client:

a. Assessment *(at intake; updated at least every twelve months)*

b. Informed Consent *(at intake; updated as necessary)*

c. Care Plan *(at intake; updated at least every six months)*

d. Request for Service Authorization *(at intake and at least every twelve months)*
Termination *(when client no longer receives service)*

e. At the discretion of the City, some clients will be authorized for up to twelve months of service. This will be determined by the City staff at the time the client re-authorization list is sent to the vendor.

INSTRUCTIONS TO PROPOSERS

CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION

1. PROPOSAL PROCEDURE

1.1 All responses to electronic RFP's will be completed as outlined in this document and the specifications using a two step process.
A) Proposers shall respond electronically to all attributes and addendums as required.
B) All written responses and information shall be mailed or delivered to the office of the Purchasing Division as outlined in the specifications.

1.2 Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in the specifications. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the proposer's letterhead and firmly attached to the response/offer document.

1.3 Proposed prices shall be submitted on company letterhead with the proposal if the specifications indicate that price will be evaluated as part of the award criteria.

1.4 Failure to complete the electronic and written portions of the RFP may cause the proposal to be rejected.

1.5 Response by a firm / organization other than a corporation must include the name and address of each member.

1.6 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.

1.7 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.

1.8 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

3.1 Proposer agrees to abide by all applicable 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.

3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

3.3 Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of heath information.
1. If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

4. PROPOSER'S REPRESENTATION

4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.

4.2 Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements

5. INDEPENDENT PRICE DETERMINATION

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

6. SPECIFICATION CLARIFICATION

6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.

6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.

6.3 Interpretations, corrections and changes made to the specification documents will be made by electronic addenda.

6.4 Oral interpretations/changes to Specification Documents made in any other manner than written form, will not be binding on the City; proposers shall not rely upon oral interpretations.

7. ADDENDA

7.1 Addenda are instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.

7.2 Changes made to the specification documents will be made by electronic addenda to all bidders via e-mail notice.

7.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.

7.4 Proposers shall verify addendum receipt electronically prior to bid closing or RFP may be rejected.

8. ANTI-LOBBYING PROVISION

8.1 During the period between the advertised date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

9. SITE VISITATION

9.1 Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance.

9.2 The proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

10. EVALUATION AND AWARD

10.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.

10.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.

10.3 **Fee envelopes MAY be opened** and evaluated as part of the criteria for ranking interested proposers.

10.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.

10.5 A committee will be assigned the task of reviewing the proposals received.

1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

10.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the City, and deemed to best serve City requirements.

10.7 The City reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the City.

11. TERMINATION/ASSIGNMENT

11.1 The City may terminate the Contract if the Contractor:

1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide/ complete the work as requested.
2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
3. Otherwise commits a substantial breach of any provision of the Contract Document.

11.2 *By mutual agreement both parties of the contract agreement,* upon receipt and acceptance of not less than a thirty (30) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.

1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the City shall pay Contractor in accordance with this section.
2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.

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

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

12. INDEMNIFICATION

12.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, los or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract, including the loss of use resulting therefrom; is caused in whole or in part by any one of them or anyone for whose acts made by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

12.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, 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 9.1 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 proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

13. TERMS OF PAYMENT

13.1 Unless other specification provisions state otherwise, payment in full will be made by the City 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.

14. LAWS

14.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

15. LIVING WAGE

15.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

16. AFFIRMATIVE ACTION

16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. TAXES AND TAX EXEMPT CERTIFICATE

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

18. CITY AUDIT ADVISORY BOARD

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

19. E-VERIFY

19.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

INSURANCE REQUIREMENTS
FOR ALL CITY CONTRACTS

1. GENERAL PROVISIONS

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

B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

C. **Occurrence Basis Coverage.** All insurance shall be provided on an ***occurrence basis*** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.

D. **Authorized and Rated Insurers Required.** 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 City Attorney.

E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.

F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

2. INSURANCE REQUIREMENTS

A. **Scope of Required Coverage**. The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(1) Claims under workers' compensation, disability benefit, or other employee benefit acts;

(2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;

(3) Claims customarily covered under personal injury liability coverage;

(4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;

(5) Claims arising out of ownership, maintenance or use of any motor vehicle;

(6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

B. **Worker's Compensation Insurance and Employer's Liability Insurance**. The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by accident	$500,000	each accident
	Bodily Injury by disease	$500,000	each employee
	Bodily Injury	$500,000	policy limit

C. **Commercial General Liability Insurance.**

(1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	$2,000,000	Aggregate
Products and Completed Operations	$2,000,000	Aggregate
Personal and Advertising Injury	$1,000,000	
Each Occurrence	$1,000,000	
Fire Damage Limit	$ 100,000	any one fire
Medical Damage Limit	$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

D. **Vehicle liability insurance coverage.**

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.

- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. **Railroad Protective Liability.** If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of $2,000,000 per occurrence, $6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of $3,000,000 each occurrence and aggregate.

G. **City included as Insured on Contractor's Policy – Endorsements required.**
The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

3. CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE

A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:

(1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:

- is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and

- is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.

(2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

C. The obligations of indemnification herein shall not include or extend to:

(1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and

(2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.

D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.

B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.

B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be $5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.

C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.

D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.

Advertise 1 time
Wednesday, August 25, 2010

REQUEST FOR PROPOSALS (RFP)
SPECIFICATION NO. 10-181

City of Lincoln intends to enter into a contract and invites you to submit a sealed proposal for:

In-Home Supportive Services for the Elderly

Sealed proposals will be received by City of Lincoln, Nebraska on or before 12:00 NOON, **Wednesday, September 8, 2010** in the office of the Purchasing Agent, Suite 200, "K" Street Complex, 440 South 8th Street, Lincoln, Nebraska 68508. **Only the names** of respondents will be listed on the City's website after the closing date.

Proposal specifications are available on our electronic bidding system. Prospective submitters must be registered on the City/County's E-Bid site in order to receive electronic notices of bids or addendums.

To register go to: lincoln.ne.gov (type:"e-bid" - into search box, then click "supplier registration")

Questions concerning this process may be directed to the City/County Purchasing Agent at (402) 441-8309 or 441-7410 or rwalla@lincoln.ne.gov

Nebraska Department of REVENUE

Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

• Read instructions on reverse side/see note below

FORM 13

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name: City of Lincoln			Name: Arcadia Health Care		
Street or Other Mailing Address: 555 South 10th Street			Street or Other Mailing Address: 26777 Central Park Blvd., Suite 200		
City: Lincoln	State: NE	Zip Code: 68508	City: Southfield	State: MI	Zip Code: 48076

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?
		☐ YES ☐ NO	☐ YES ☐ 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 | 10/22/10 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. Materialsed used for WATER services are taxable per Reg. 066.14A.

6-134-1970 Rev. 3-2009
Supersedes 6-134-1970 Rev. 10-2007

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**.

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** 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).