

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
Administration of StarTran's Special
Transportation Programs
Bid No. 11-204**

**League of Human Dignity
1701 P Street
Lincoln, NE 68508
402-441-7871**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2011, by and between League of Human Dignity, 1701 "P" St., Lincoln, NE 68508, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "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:

For providing Administration of StarTran's Special Transportation Programs 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 Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has 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:

City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract for a total of \$83,023.68 for a two year term.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. Termination. This Contract may be terminated by the following:
 - 4.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 4.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 4.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 4.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 4.2.3) 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.
5. 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.
6. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a two (2) year term with the option to renew for one (1) additional two (2) year term.
7. The Contract Documents comprise the Contract, and consist of the following:
 1. Instructions to Bidders
 2. Insurance Requirements
 3. Accepted Proposal/Response
 4. Contract Agreement
 5. Specifications
 6. Sales Tax Exemption Form 13

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 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 OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Resolution No. _____

dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Laurie O'Brien _____ (SEAL)
Secretary

League of Human Dignity, Inc
Name of Corporation

1701 P Street, Lincoln NE.
(Address)

By: Stan DeBelm
Duly Authorized Official

Chairman of Board
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

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

Bid Information		Contact Information		Ship to Information	
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68516	Address	StarTran 710 J St. Lincoln, NE 68508
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Asst. Purchasing Agent	Contact	
Phone	1 (402) 441-8309	Department	Purchasing	Department	Building
Fax	1 (402) 441-6513	Building	Suite 200	Floor/Room	Telephone
Bid Number	11-204 Addendum 1	Floor/Room		Fax	
Title	Administrative Services for StarTran	Telephone	1 (402) 441-8309	Email	
Bid Type	Bid	Fax	1 (402) 441-6513		
Issue Date	08/31/2011	Email	rwalla@lincoln.ne.gov		
Close Date	9/21/2011 12:00:00 PM CST				
Need by Date					

Supplier Information

Company League of Human Dignity
 Address 1701 P Street

 Lincoln, NE 68508
 Contact Mike Schafer
 Department
 Building
 Floor/Room
 Telephone 1 (402) 441-7871
 Fax 1 (402) 441-7650
 Email mschafer@leagueofhumandignity.com
 Submitted 9/16/2011 10:39:32 AM CST
 Total \$83,023.68

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Contact	Name of person submitting this bid:	Mike Schafer
6	Electronic Signature	Please check here for your electronic signature.	Yes
7	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	24	Months	Administrative Services - StarTran Special Transit Programs Total Monthly Cost - Labor, Materials and Overhead	\$3,459.32

Item Notes:

Supplier Notes:

Response Total: \$83,023.68

Sealed Bid Proposal from the League of Human Dignity
to provide Administrative Services to StarTRAN
Bid number 11-204

The League of Human Dignity, Inc. was incorporated as a Nebraska Non-Profit in 1972.. The League's Central Office is located at 1701 P Street in Lincoln Nebraska. Contact with regard to this proposal can be made with Mike Schafer at 402-441-7871, by fax at 402-441-7650, or by e mail at mschafer@leagueofhumandignity.com.

The League is uniquely qualified to provide a broad array of community based services to people who experience disability. League Services focus on assisting people with disabilities to live outside of institutions, in their own homes, in their own communities.

Principles of the League are:

Mike Schafer, Chief Executive Officer
Jodi Voss, Chief Financial Officer
Stan Dinkelman, Chairman of the Board
Kevin Underwood, Vice-Chairman of the Board
Carrie O'Brien, Secretary

The League has 80 employees who work in either the League's Central Office in Lincoln, the Omaha Center for Independent, the Norfolk Center for Independent Living, the Southwest Iowa Center for Independent Living (in Council Bluffs Iowa), the League's Kearney Medicaid Waiver Office, the League's North Platte Medicaid Waiver Office, or the League's Scottsbluff Medicaid Waiver Office.

The League will use no outside consultants on this project.

Three references are listed below:

Larry Worth, StarTRAN General Manager. Provided Administrative Services to StarTRAN for the provision of StarTRAN's "Special Transportation Services" Larry's phone number is: 402- 441-7871

Ron Cane, City of Lincoln Community Development Division. Operate Barrier Removal Grant Program. Provides grants to low and moderate income people with disabilities. Grants are used to make accessibility modifications in recipients homes to assure wheelchair access. Ron can be reached at 402-441-7606

Kit Boesch, Administrator Lincoln-Lancaster Human Services Department. Barrier Removal Grant Program. The Barrier Removal Grant Program provides grant to make the homes of low and moderate income individuals with disabilities more wheelchair accessible. Kit can be reached by telephone at 402-441-4944.

Page 2

League of Human Dignity, Inc.

Administrative Services to StarTRAN Bid Proposal # 11-204

Current projects of the League are as follows:

- Medicaid Waiver Services Coordination Program- Annual Budget \$2,807,489.00
- Extended Hours Service Transportation Program - Annual budget \$92,397.00
- Omaha Center for Independent Living - Annual Budget \$356, 363.00
- Norfolk Center for Independent Living - Annual Budget \$283,003.00
- Southwest Iowa Center for Independent Living - Annual Budget \$229,136.00
- Lincoln Center for Independent Living - \$261,808.00
- Lincoln Barrier Removal Grant Program - \$73,107.00

Because the League of Human Dignity is currently providing the Administrative Services to StarTRAN that are specified in this bid proposal, we already have all necessary systems in place. The League uses a system whereby potential applicants who have questions about eligibility or operating guidelines of StarTRAN's Senior Saver, Go-For-Less or HandiVan "Special Transportation Programs" may either telephone, or come to the League's Lincoln Office to obtain the needed information. Requests for information are answered and written applications for StarTRAN's services are taken, processed in accordance with StarTRAN's established eligibility guidelines, and applicants are either found eligible or not eligible by the League's Transportation Coordinator

The League, through its Transportation Coordinator, has the responsibility to perform the tasks that are specified in this request for bids. Individuals who want to apply for one of StarTRAN's "Special Transportation Programs" come to the League's Lincoln Office to apply for said programs.

Applicants who are found to be eligible for any of StarTRAN's "Special Transportation" programs are issued a photo identification card that verifies eligibility for the respective StarTRAN "Special Transportation Programs".

The Transportation Coordinator is supervised by the League's Lincoln Center for Independent Living Center Director, who assures that all services are provided in accordance with the specifications contained in the request for bids.

Page 3

League of Human Dignity, Inc.

Administrative Services to StarTRAN Bid Proposal #11-204

All of the Administrative Services to be provided to StarTRAN, based on the specifications that are contained in this request for bids are/will be provided by the League of Human Dignity. Specifically, the League receives applications from individuals who want to avail themselves of StarTRAN's Senior Saver or GO-FOR-Less reduced fare programs. Applications are designed to gather the information that is needed, in order to accurately determine if applicants meet the eligibility requirement that are specified by StarTRAN..

Upon completion of the appropriate application by applicants, League Staff process the application; if necessary verify information, and determine if applicants meet the necessary eligibility guidelines. Eligible applicants are issued a photo identification card they may then use to prove their eligibility when they make use of the program for which they are determined to be eligible.

Applicants who are determined to be ineligible are notified in writing of their ineligibility, and are informed of their appeal rights. If ineligible applicants want assistance in completing the appeal, the League will provide the necessary assistance in understanding the appeal process.

The League maintains all current application and registration information regarding StarTRAN's Reduced Fare Program Participants, and provides reports to StarTRAN as requested.

The League accepts written applications in it's Lincoln Office from applicants who want to be determined eligible for StarTRAN's HandiVan and Brokerage Programs. Applications are designed to gather the information that is needed to determine if applicants are eligible for the HandiVan and Brokerage Programs, based on eligibility guidelines that are prescribed by StarTRAN. Applications are processed by the League's Transportation Coordinator. Information included on applications is verified if necessary, and eligibility or ineligibility is determined.

If applicants are determined to be eligible, a photo identification card is issued. The photo identification card is then used to prove to drivers of StarTRAN Vehicles that the applicant is eligible to use the approved service. In the process of approving applicants for HandiVan Services, the League also determines which eligible applicants are able to use StarTRAN's Brokerage Program, and provides a list of all potential Brokerage Users to StarTRAN.

Ineligible applicants are notified of their ineligibility and are informed of their appeal rights. The Transportation Coordinator provides all needed information to ineligible applicants regarding the appeal process.

The League maintains records on all current HandiVan Program Users, conducts re-registration activities as needed, and provides reports to StarTRAN as requested.

Page 4

League of Human Dignity, Inc.

Administrative Services to StarTRAN Bid Proposal # 11-204

The League also provides current information about StarTRAN's "Special Transportation Programs" to HandiVAN, Go-For-Less, and Senior Saver users, and the general public.

The League serves as a source of up to date information to consumers, the general public, StarTRAN, and other organizations on matters relating to City of Lincoln Funded "Special Transportation Programs". The League also refers consumers to other appropriate transportation services.

Finally the League receives consumer complaints regarding City of Lincoln Funded "Special transportation programs, and StarTRAN Complaints about consumers who are using City Funded "Special Transportation Programs". The League's role includes receiving complaints, forwarding complaints to StarTRAN and consumers, follow up, and documentation of action taken to resolve the complaint.

As previously noted, no outside consultants will be used by the League to provide the services specified in this request for bids.

Monthly expenses to provide Administrative Services to StarTRAN as specified in Bid # 11-204 are:

• Salary	\$ 1,982.75
• Benefits	545.41
• Payroll taxes	158.94
• Professional Fees	26.94
• Supplies	37.98
• Telephone	31.43
• Postage	30.08
• Occupancy	296.41
• Insurance	22.63
• Equipment & Rental	18.86
• Printing	21.64
• Miscellaneous	4.49
• Administrative	281.77
	<hr/>
	\$3,459.32

**SPECIFICATION
ADMINISTRATION OF STARTRAN'S SPECIAL
TRANSPORTATION PROGRAMS**

1. INTENT

- 1.1 The City of Lincoln transit system, hereinafter referred to as StarTran, desires to contract for various administrative services related to the administration of City-funded special transportation programs.
- 1.2 There are approximately 3,000 people in this program.
- 1.3 Vendors must submit their bid via the e-bid system.
- 1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Bob Walla, Assistant Purchasing Agent (rwalla@lincoln.ne.gov) Or Fax: (402)441-6513.
 - 1.4.1 All inquiries must be received by the Purchasing Office 5 days prior to bid opening.
 - 1.4.2 These inquiries and/or responses shall be distributed to prospective bidders as an electronic addenda.
- 1.5 Any deviation from the terms or requirements of the bid must be outlined on company letterhead and attached to the Vendor Response section of the ebid response along with other supporting documents.
- 1.6 Vendors shall submit a price on a per month basis.
 - 1.6.1 Per month price must include all labor, overhead expenses, mileage, materials, fees and equipment necessary to complete the duties as listed in these specifications.
- 1.7 Awarded Vendor must provide a certificate of accord for liability meeting the requirements of the City of Lincoln.
- 1.8 The funds used to pay for this project are not FTA funds and therefore do not require FTA documentation.
- 1.9 The term of the contract to the awarded vendor will be for a period of two (2) years with the option to renew for one (1) additional two (2) year period.

2. VENDOR REQUIREMENTS

- 2.1 Vendor shall register eligible applicants for Senior Saver, and Go-For-Less programs with duties as follows:
 - 2.1.1 Eligibility determination, registration, and issuance of photo identification cards to qualified applicants.
 - 2.1.2 Maintain current registration records of Senior Saver and Go-For-Less program participants.
 - 2.1.3 Eligibility for these programs may be based on the applicant eligibility for the Medicare program.
 - 2.1.4 Medicare cards are issued under conditions specified under Title 2 and Title 18 of the Social Security Act 42 U.S.C. 401, et seq., and 42 U.S.C. 1395, et seq.
- 2.2 Vendor shall also register eligible applicants for StarTran HandiVan and Brokerage Program with duties as follows:
 - 2.2.1 Eligibility determination, registration, and issuance of photo identification cards to qualified applicants.
 - 2.2.2 Identify HandiVan applicants able to use brokerage service and notifying StarTran.

- 2.2.3 Maintain current registration records of the HandiVan Program and conducting re-registration as appropriate.
- 2.2.4 Provide current information to HandiVan users and the general public regarding the HandiVan programs.
- 2.3 Function as a source of current information to consumers, the general public, StarTran, and other organizations on matters relating to the City-funded special transportation programs, including referrals to other appropriate transportation providers.
- 2.4 Vendor shall receive consumer complaints regarding City-funded special transportation programs and forward such complaints to StarTran and follow-up as needed.

3. PROGRESS REPORT AND INVOICING

- 3.1 The Contractor will also submit a monthly written progress report to the StarTran Transit Manager summarizing activities conducted under this Agreement including number of current registrants and deletion of expired/deceased registrants (by program), number of eligibility appeals pending, and special activities underway in sufficient detail to justify the expense incurred.
- 3.2 The progress report will provide a summary of the status of each of the performance measures described in Attachment "A".
- 3.3 The Contractor will submit a monthly invoice of salary and other expense incurred under this Agreement which shall include necessary documentation to support all charges and expenses.
 - 3.3.1 Monthly invoice submitted to the City shall be payable to the Contractor within thirty (30) days after receipts.

4. AUDIT AND INSPECTIONS

- 4.1 In addition to the above, the following is required by Ordinance No. 4.66.100(b):
 - 4.1.1 All parties of this 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, as allowed by law.

5. NON-ASSIGNABILITY

- 5.1 The Vendor shall not assign any portion of the work to be performed hereunder or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities hereunder without the prior written consent of the City.

6. CHANGES

- 6.1 Any changes in compensation levels due to changes in the scope of service to be provided by the Vendor during the term of the Agreement shall be negotiated by the City and the Contractor.
- 6.2 The resulting changes shall be incorporated into this Agreement by amendment.

7. ADVOCACY BY VENDOR

- 7.1 The City recognizes that the Vendor has a responsibility to function as a primary consumer advocacy organization for persons with disabilities.
- 7.2 The City agrees that this function will not be restricted under the terms of this Agreement except that any employee of the Vendor receiving compensation under this Agreement shall maintain the City's best interests and shall not publicly oppose the City Administration's position with respect to transportation issues.

8. COMPLIANCE WITH LAWS

- 8.1 The Vendor will comply with all Federal, State and Local laws and any regulations promulgated pursuant thereto; provided, that any provision of this Agreement prohibited by the laws of the United States of America or the laws of the State of Nebraska shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.

9. DOCUMENTS PROPERTY OF CITY

- 9.1 All registration information, reports, documents, and technical data collected and/or developed by the Awarded Vendor shall become and remain the property of the City of Lincoln.

10. EQUAL EMPLOYMENT OPPORTUNITY

- 10.1 In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status.
- 10.2 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.

11. INDEPENDENT CONTRACTOR

- 11.1 It is agreed that City is interested only in the results obtained and the Vendor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement.
- 11.2 Vendor shall complete this Agreement according to its own means and methods of work which shall be in the exclusive charge and control of Vendor and which shall not be subject to control or supervision by the City except as to the results of the work.
- 11.3 Vendor is, for all purposes arising out of this Agreement, an independent contractor, and neither the Contractor nor its officers, agents, or employees shall be deemed to be employees of the city.
- 11.4 It is expressly understood and agreed that neither Vendor nor its officers, agents, or employees shall in any event be entitled to any benefits to which city employees are entitled, including but not limited to overtime, retirement benefits, workmen's compensation benefits, or injury or other leave benefits.

12.EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

- 12.1 The City of Lincoln shall issue a contract to individuals or companies that meet the minimum requirements as listed in these specifications and additional qualifications provided by the Vendor in this bid.
- 12.2 Vendor shall provide three (3) references from individuals or companies of which this type of work has been conducted in the last 3 years.
 - 12.2.1 References shall be attached to the Response Attachment section of the ebid response.
- 12.3 Price per month and Vendor qualifications will be taken into consideration in the selection process.
- 12.4 Any deviation from these specifications must be documented on company letterhead and attached to the Response Attachment section of the ebid response.
- 12.5 Any additional information not requested in these specifications that may be relevant to this bid may be typed on company letterhead and attached to the Response Attachment section of the ebid response.
- 12.6 Vendor may attach any other information pertinent to the position being solicited provided such information is pertinent to the bid.
- 12.7 Vendor shall provide a description of the approach your company will take in organizing, designing and providing this service.
- 12.8 The monthly fee listed in the Line Item shall include all expenses including labor, material and overhead.
- 12.9 List all reimbursable items/services that will be part of your service and the method of charging for these items/services.
- 12.10 Any additional material you feel is relevant for consideration by the City.
- 12.11 **ALL ATTACHMENTS SHALL BE ATTACHED TO THE RESPONSE ATTACHMENT SECTION OF THE EBID RESPONSE.**

ADDENDUM #1

Issue Date:09/14/11

SPECIFICATION NO.11-204

FOR

ADMINISTRATIVE SERVICES FOR STARTRAN SPECIAL TRANSPORTATION PROGRAMS

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

Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. **The Line Item has been modified to reflect a monthly rate and requested in the Specifications.**
2. **Bid has been extended to Wednesday, September 21, 2011 at 12:00pm.**

End of Addendum

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, hereinafter referred to as "City", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2006 shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or at the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspeg/index.htm>

2. BID SECURITY

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

3. BIDDER'S REPRESENTATION

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

4. CLARIFICATION OF BIDDING DOCUMENTS

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

5. ADDENDA

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

6. INDEPENDENT PRICE DETERMINATION

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

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with the Mayor, 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.

8. BRAND NAMES

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

9. DEMONSTRATIONS/SAMPLES

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

10. DELIVERY (Non-Construction)

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

11. WARRANTIES, GUARANTEES AND MAINTENANCE

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

12. ACCEPTANCE OF MATERIAL

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

13. BID EVALUATION AND AWARD

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

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless 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 Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the 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.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

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

16. LAWS

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

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

17. EQUIPMENT TAX ASSESSMENT

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

18. AFFIRMATIVE ACTION

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

19. LIVING WAGE

19.1 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.

20. INSURANCE

20.1 All Bidders shall take special notice of the insurance provisions required for all City contracts (see *Insurance Requirements for All City Contracts*).

21. EXECUTION OF AGREEMENT

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

a. **PURCHASE ORDER**, unless otherwise noted.

1. This contract shall consist of a City of Lincoln Purchase Order.

2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.

b. **CONTRACT**, unless otherwise noted.

1. City will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.

2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).

3. The City will sign and date the Contract and prepare an Executive Order or Directorial Order for signature.

4. Upon approval and signature, the City will return one copy to the successful Bidder.

22. TAXES AND TAX EXEMPTION CERTIFICATE

22.1 The City is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

22.2 Materials used for Water services are taxable per Reg. 066.14A and no exemption certificate will be issued.

23. CITY AUDIT ADVISORY BOARD

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

24. **E-VERIFY**

24.1 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 times
Wednesday, August 31, 2011

City of Lincoln/Lancaster
Purchasing Division
NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: **12:00 p.m, CT, Wednesday, September 14, 2011** for the following project:

ADMINISTRATIVE SERVICES
FOR
STARTRAN SPECIAL TRANSPORTATION PROGRAMS
BID NO. 11-204

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

Upon e-mail notification of registration approval, you may go to the E-Bid site to respond to this bid. Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8309 or (402) 441-7410 or rwalla@lincoln.ne.gov



Nebraska Resale or Exempt Sale Certificate

FORM
13

for Sales Tax Exemption

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name City of Lincoln			Name League of Human Dignity		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 1701 P St.		
City Lincoln	State NE	Zip Code 68508	City Lincoln	State NE	Zip Code 68508

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

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, supplies, labor & service used for the WATER Division of the City of Lincoln. Said services are taxable per Reg. 066.14A or applicable laws.

Bid Request Number 11-204 Addendum 1
Title Administrative Services for StarTran
Description
Bid Type Bid
Issue Date 8/31/2011 10:01:00 AM Central
Close Date 9/21/2011 12:00:00 PM Central

Organization Lincoln Purchasing
Bid Creator Robert Walla Asst. Purchasing Agent
Email rwalla@lincoln.ne.gov
Phone 1 (402) 441-8309
Fax 1 (402) 441-6513

Responding Suppliers

Name	City	State	Response Submitted	Lines Responded	Response Total
Easter Seals Nebraska	Omaha	NE	9/21/2011 11:47:50 AM CST	0	\$0.00
League of Human Dignity	Lincoln	NE	9/16/2011 10:39:33 AM CST	1	\$83,023.68

Bid No. 11-204 Addendum 1

Specification Responses				Easter Seals Nebraska		League of Human Dignity	
Line	Description	UOM	QTY	Unit	Extended	Unit	Extended
1	Administrative Services - StarTran Special Transit Programs Total Monthly Cost - Labor, Materials and Overhead	Months	24			\$3,459.32	\$83,023.68
			Total	\$0.00	\$0.00	\$3,459.32	\$83,023.68

Bid Request Number

11-204 Addendum 1

Specification Responses	Attribute Name	Easter Seals Nebraska Response	League of Human Dignity Response
Header	Instructions to Bidders	Yes	Yes
Header	Insurance Requirements	Yes	Yes
Header	Specifications	Yes	Yes
Header	Sample Contract	Yes	Yes
Header	Contact	Jamie Chambers	Mike Schafer
Header	Electronic Signature	Yes	Yes
Header	Agreement to Addendum No. 1	Yes	Yes