

11R-303

 **COPY**

CONTRACT DOCUMENTS

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

**ANNUAL REQUIREMENTS
FOR
Elevator Service, Maintenance and Testing
RFP Bid No. 11-206**

**Eletech, Inc.
8810 Blondo St.
Omaha, NE 68134
402-474-4445**

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

THIS CONTRACT, made and entered into this _____ day of _____ 2011, by and between Eletech, Inc., 8810 Blondo Street, Omaha, NE 68134, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

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

For providing Elevator Service, Maintenance and Testing, Bid No. 11-206 and,

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

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

Agreement to all line-item packages in Contractor's Proposal except Package No. 3 (Lancaster County Jail) and Package No. 26 (Northeast Wastewater Facility & Theresa Street Wastewater Facility).

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. Payment to be made on a monthly basis as listed in Attachment 1.

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

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.
8. Contract Term. This Contract shall be effective January 1, 2012. The term of the Contract shall be for a four (4) year period running through December 31, 2015 with the option to renew for one (1) additional four (4) year period upon mutual agreement by all parties. Contractor shall initiate services according to the effective dates listed in Attachment 1.

9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Attachment 1
 4. Addendum No.'s 1, 2 and 3
 5. Specifications
 6. Location of Elevators
 7. Employee Classification Act, Executive Order 83319
 8. Employee Classification Act Affidavit
 9. Instructions to Bidders
 10. Insurance Requirements
 11. Sales Tax Exemption Forms 13 and 17

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

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Resolution No. _____

dated _____

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Lancaster County Attorney

dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

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

COMMENTARY TO ACCOMPANY CONSTRUCTION BONDS

A. GENERAL INFORMATION

There are two types of construction bonds that are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

Construction Performance Bond
Construction Payment Bond

The Construction Performance Bond is an instrument that is used to assure the availability of funds to complete the construction.

The Construction Payment Bond is an instrument that is used to assure the availability of sufficient funds to pay for labor, materials and equipment used in the construction. For public work the Construction Payment Bond provides rights of recovery for workers and suppliers similar to their rights under the mechanics lien laws applying to private work.

The objective underlying the re-writing of construction bond forms was to make them more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond forms provide helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Construction Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Construction Performance Bond. Procedures for making a claim under the Construction Payment Bond are set forth in the form.

EJCDC recommends the use of two separate bonds rather than a combined form. Normally the amount of each bond is 100 percent of the contract amount. The bonds have different purposes and are separate and distinct obligations of the Surety. The Surety Association reports that the usual practice is to charge a single premium for both bonds and there is no reduction in premium for using a combined form or for issuing one bond without the other.

B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Both bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond forms are prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bonds.

Each bond must be executed separately since they cover separate and distinct obligations.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Eletech, Inc.
8810 Blondo St.
Omaha, NE 68134

SURETY (Name and Principal
Place of Business):

Owner (Name and Address):
**City of Lincoln, Lancaster County &
Lincoln-Lancaster County Public Building Commission**
555 South 10th St.
Lincoln, NE 68508

CONSTRUCTION CONTRACT
Date: **12/01/11**
Amount: **\$76,199.88**

Description (Name and Location):
**For all labor, material and equipment necessary for Elevator Service, Maintenance and Testing,
RFP Bid NO. 11-206**

BOND
Date: **12/01/11**
Amount: **\$76,199.88**
Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL
Company:
Eletech, Inc.
8810 Blondo St.
Omaha, NE 68134

(Corp. Seal) SURETY Company: (Corp. Seal)

Signature: _____
Name and Title: Name and Title:

Signature: _____

EJCDC NO. 1910-28a (1984 Edition)
Prepared through the joint efforts of The Surety Assoc. of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract, or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefore to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Eletech, Inc.
8810 Blondo St.
Omaha, NE 68134

SURETY (Name and Principal Place
Of Business):

Owner (Name and Address):
**City of Lincoln, Lancaster County &
Lincoln-Lancaster County Public Building Commission**
555 South 10th St.
Lincoln, NE 68508

CONSTRUCTION CONTRACT
Date: **12/01/11**
Amount: **\$76,199.88**

Description (Name and Location):
**For all labor, material and equipment necessary for Elevator Service, Maintenance and Testing,
RFP Bid NO. 11-206**

BOND
Date: **12/01/11**
Amount: **\$76,199.88**

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL
Company: _____ (Corp. Seal)
Eletech, Inc.
8810 Blondo St.
Omaha, NE 68134

SURETY
Company: _____ (Corp. Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

EJCDC NO. 1910-28B (1984 Edition)
Prepared through the joint efforts of The Surety Assoc. of America, Engineers' Joint Contract Documents Committee, The
Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who do not have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof to the Owner, stating that a claim is being made under this Bond and with substantial accuracy the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond.

- By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 11. No suite or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.1 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
 14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
 15. DEFINITIONS
 - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - NAME, ADDRESS AND TELEPHONE)
 AGENT OR BROKER: OWNER'S REPRESENTATIVE (ARCHITECT, ENGINEER OR OTHER PARTY)

Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323

§ 77-1323 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 furnish a certified statement to be attached to the contract 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.

Pursuant to Neb. Rev. Stat. § 77-1323, I, _____, do hereby certify that all equipment to be used on City Bid No. 11-206, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in _____ County, Nebraska.

DATED this ____ day of _____, 2011.

By: _____

Title: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

On _____, 2011, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came _____, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Notary Public

(S E A L)

EleTech

State #	Manufacturer	Building Name	Building Address	Unit Name	Type	Maint. Type	Monthly	Annual	Effective Date	
7075	Kone	Hall of Justice	575 S. 10th St.	Southwest #1	T	Complete	\$175.00	\$2,100.00	April 2, 2015	
7076	Kone	Hall of Justice	575 S. 10th St.	Southwest #2	T	Complete	\$175.00	\$2,100.00	April 2, 2015	
7073	Kone	Hall of Justice	575 S. 10th St.	Northwest #3	T	Complete	\$175.00	\$2,100.00	April 2, 2015	
7074	Kone	Hall of Justice	575 S. 10th St.	Northwest #4	T	Complete	\$175.00	\$2,100.00	April 2, 2015	
7071	Kone	Hall of Justice	575 S. 10th St.	West #5	T	Complete	\$175.00	\$2,100.00	April 2, 2015	
7072	Kone	Hall of Justice	575 S. 10th St.	Jail #6	T	Complete	\$175.00	\$2,100.00	April 2, 2015	
8798	Kone	County City Bldg	555 S. 10th St.	East #1	H	Complete	\$87.50	\$1,050.00	December 14, 2015	
8799	Kone	County City Bldg	555 S. 10th St.	Middle #2	H	Complete	\$87.50	\$1,050.00	December 14, 2015	
6399	Cetek	County City Bldg	555 S. 10th St.	West #3	H	Complete	\$87.50	\$1,050.00	December 14, 2015	
8742	Kone	County City Bldg	555 S. 10th St.	Service #4	H	Complete	\$87.50	\$1,050.00	December 14, 2015	
9148	Schindler	North Parking Garage	435 S. 10th St.	Garage #1	H	Complete	\$87.50	\$1,050.00	March 1, 2012	
5620	Thyssen	Lincoln Police Department	4843 Huntington Ave.	Passenger #1	H	Complete	\$83.33	\$999.96	March 1, 2012	
7738	Dover	233 Building	233 S. 10th St.	Passenger	H	Complete	\$87.50	\$1,050.00	January 1, 2012	
2783	Otis	233 Building	233 S. 10th St.	Freight	T	Complete	\$175.00	\$2,100.00	January 1, 2012	
None	Otis	Old City Hall	920 O St.	Passenger	T	Complete	\$175.00	\$2,100.00	September 2, 2012	
4305	Otis	K Street Records	440 S. 8th St.	South #2	T	Complete	\$175.00	\$2,100.00	March 30, 2016	
8691	Kone	K Street Records	440 S. 8th St.	North #1	T	Complete	\$175.00	\$2,100.00	March 30, 2016	
7751	Dover	Courthouse Plaza	633 S. 9th St	Passenger	H	Complete	\$87.50	\$1,050.00	February 1, 2012	
7898	Dover	Trabert Hall	2202 S. 11th St.	Passenger	H	Complete	\$87.50	\$1,050.00	April 2, 2012	
8293	Dover	Downtown Senior Ctr	1005 O St.	West #1	H	Complete	\$87.50	\$1,050.00	April 16, 2014	
8772	Dover	Downtown Senior Ctr	1005 O St.	East #2	H	Complete	\$87.50	\$1,050.00	April 16, 2014	
8660	Dover	Lancaster Mental Health	220 St. Mary's Ave	Passenger #1	T	Complete	\$175.00	\$2,100.00	April 2, 2012	
7370	Dover	Lancaster Mental Health	220 St. Mary's Ave	Passenger #2	H	Complete	\$83.33	\$999.96	April 2, 2012	
5408	Thyssen	Lancaster Health	3140 N St.	Passenger #1	H	Complete	\$83.33	\$999.96	March 15, 2012	
5409	Thyssen	Lancaster Health	3140 N St.	Passenger #2	H	Complete	\$83.33	\$999.96	March 15, 2012	
8243	Dover	Experian	901 W. Bond St.	North #1	H	Complete	\$83.33	\$999.96	January 1, 2012	
8244	Dover	Experian	901 W. Bond St.	South #2	H	Complete	\$83.33	\$999.96	January 1, 2012	
1762	Dover	Experian	949 W. Bond St.	East #3	H	Complete	\$83.34	\$1,000.08	January 1, 2012	
8011	Thyssen	F Street Community Ctr	1225 F St.	Passenger #1	H	Complete	\$83.33	\$999.96	January 1, 2012	
8063	Thyssen	Willard Community Ctr	1245 S. Folsom	Passenger #1	H	Complete	\$83.34	\$1,000.08	January 1, 2012	
7745	Westinghouse	Cornhusker Square Parking	1220 L St.	Passenger	H	Complete	\$87.50	\$1,050.00	January 1, 2012	
7744	Westinghouse	Centerpark Parking	1120 N St.	East #1	T	Complete	\$225.00	\$2,700.00	January 1, 2012	
7743	Westinghouse	Centerpark Parking	1120 N St.	Middle #2	T	Complete	\$225.00	\$2,700.00	January 1, 2012	
8330	Dover	Centerpark Parking	1120 N St.	West #3	T	Complete	\$225.00	\$2,700.00	January 1, 2012	
8329	Dover	University Square Parking	101 N. 14th St.	East #1	T	Complete	\$225.00	\$2,700.00	January 1, 2012	
1795	Thyssen	University Square Parking	101 N. 14th St.	West #2	T	Complete	\$225.00	\$2,700.00	January 1, 2012	
2273	Kone	Haymarket Parking	840 Q St.	South #3	H	Complete	\$87.50	\$1,050.00	January 1, 2012	
2272	Kone	Haymarket Parking	840 Q St.	North #1	H	Complete	\$87.50	\$1,050.00	January 1, 2012	
8595	Kone	Que Place Parking	1111 Q St.	South #2	H	Complete	\$87.50	\$1,050.00	January 1, 2012	
8576	Kone	Que Place Parking	1111 Q St.	East #1	T	Complete	\$175.00	\$2,100.00	January 1, 2012	
8591	Kone	Carriage House Parking	1128 L St.	West #2	T	Complete	\$175.00	\$2,100.00	January 1, 2012	
8590	Kone	Carriage House Parking	1128 L St.	North #1	T	Complete	\$175.00	\$2,100.00	January 1, 2012	
9053	Kone	Market Place Parking	947 Q St.	South #1	T	Complete	\$175.00	\$2,100.00	January 1, 2012	
9052	Kone	Market Place Parking	947 Q St.	North #1	T	Complete	\$175.00	\$2,100.00	January 1, 2012	
7681	Dover	Bennett Martin Library	136 S. 14th St.	South #2	T	Complete	\$175.00	\$2,100.00	January 1, 2012	
7858	Esco	Bennett Martin Library	136 S. 14th St.	#2 Passenger	T	Complete	\$225.00	\$2,700.00	January 1, 2012	
*8577	Kone	Lincoln Water Treatment	Highway 6	#4 Durnbwater	O	Complete	\$50.00	\$600.00	January 1, 2012	
				Freight	H	Complete			January 1, 2012	
							TOTAL	\$6,349.99	\$76,199.88	

* Lincoln Water Treatment has elected to receive service on an hourly rate, as-needed. No Monthly Services

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
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Asst. Purchasing Agent	Contact
Phone	1 (402) 441-8309	Department	Purchasing	Department
Fax	1 (402) 441-6513	Building		Building
Bid Number	11-206 Addendum 3	Floor/Room	Suite 200	Floor/Room
Title	City of Lincoln, Lancaster County and Public Building Commission Elevator Service, Maintenance and Testing	Telephone	1 (402) 441-8309	Telephone
Bid Type	RFP	Fax	1 (402) 441-6513	Fax
Issue Date	08/24/2011	Email	rwalla@lincoln.ne.gov	Email
Close Date	9/19/2011 12:00:00 PM CST			
Need by Date				

Supplier Information

Company	Eletech, Inc.
Address	8810 Blondo Street Omaha, NE 68134
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (402) 474-4445
Fax	1 (402) 339-7484
Email	
Submitted	9/19/2011 11:13:05 AM CST
Total	\$94,600.00

Signature _____

Supplier Notes

Bid Notes

MANDATORY PREBID MEETING ON SEPT. 1 - SEE BID INFO FOR DETAILS.

Bid Activities

Date	Name	Description
9/1/2011 9:00:00 AM	MANDATORY Prebid Meeting - Purchasing Office - 440 So. 8th Street, Lincoln, NE	A Mandatory Prebid Meeting will be held on Thursday, Sept. 1, 2011 at 9:00am starting at the City/County Purchasing Office. From this location we will proceed to all locations where service will be provided through an awarded contract.

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 Extension Renewal is an option.	Yes
7	Performance/Payment Bonds	I acknowledge that a Performance Bond and a Payment Bond each in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job and must remain in force through the complete term of the contract.	Yes
8	Contact	Name of person submitting this bid:	Michael Cimino
9	Attached Proposal	I have completed all the information as requested in the Specifications on company letterhead and attached these documents to the Response Attachment section of my ebid response.	Yes
10	Bid Bond Submission - County	I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of five percent (5%) of the total amount of the bid is made payable to the order of the Lancaster County Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing. YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!	I have scanned and attached my bid bond.
11	References	I have listed my references on company letterhead and attached them to the Response Attachment section of my ebid response as required in section 6.3 of the Specifications.	Yes
12	Water Department Tax	I acknowledge that materials used for any work performed at the Lincoln Water System plant at the City of Lincoln Facility or the Ashland Treatment Plant is taxable according to Reg. 066.14A.	Yes

13	Tax Exempt Certificate Forms	Materials being purchased under this contract are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby Water projects are taxable.)	Yes
14	Page 2 - Attributes	Please note that there is a page 2 of Attributes that you must complete as part of your bid.	Yes
15	Page 2 - Line Items	Please note that there is a page 2 of Line Items that you must complete as part of your bid.	Yes
16	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
17	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
18	Technician Residency	I have provided a list of the Technicians who will be performing the duties under this contract and where they currently reside on company letterhead and attached it to the Response Attachment section of my ebid response.	Yes
19	Emergency Response - Normal Business Hours	How many minutes will it take for your staff to respond to an emergency request by any department within the City of Lincoln during normal business hours?	30 minutes at all locations and 20 minutes at the Lancaster County Correctional Facility
20	Emergency Response Time - Other Hours	How many minutes will it take for your staff to respond to an emergency request by any department within the City of Lincoln on weekends, holidays or outside of the normal working hours (5:01pm - 6:59am)?	30 minutes at all locations and 20 minutes at the Lancaster County Correctional Facility
21	Term Clause with Escalation/De-Escalation	I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract. (a) Are bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escalation YES or NO (c) If bid prices are subject to escalation, state period for which prices will remain firm:	bid firm for entire four year period
22	Service Technician Availability	Do you have Service Technicians currently dedicated to other contract accounts in the City of Lincoln? YES or NO If YES, list the contracted party and number of Technicians dedicated to that account:	yes, UNL, Atrium, Golds Galleria, Broe Real Estate, Wicks Alumni, St. Elizabeth
23	Specific Contract Duties	I have typed the information as requested in section 9 of the Specifications regarding the specific parts, maintenance, supplies, tools, testing, equipment and duties that will be covered under the pricing as listed in the Line Items. PLEASE NOTE: The information you submit under this section must be detailed to include all costs associated with each elevator. Additional costs, beyond the Line Item price, added to any invoices following contract award will not be paid by the Owners unless specified in this document.	Yes

- | | | | |
|----|---|---|--|
| 24 | Contractor Contact Person - Normal Business Hours | Who will all departments report their service issues to in your company during normal business hours? | Eletech's Office 402-474-4445 |
| 25 | Service Contact Person - Emergency Reports and After Normal Hours | Who will all departments report their service issues to in your company for emergencies and after normal business hours? | Eletech's answering service 402-474-4445 |
| 26 | Hourly Service Rate | List the hourly rate for service that is not covered under the monthly price listed in the Line Items. | 108.00 per man hour |
| 27 | 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: The mandatory prebid date is Sept. 1. The Event Participation section has been changed to reflect the date of the meeting. | Yes |
| 28 | Agreement to Addendum No. 2 | 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 |
| 29 | Agreement to Addendum No. 3 | 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	1	PKG	Hall of Justice	\$12,600.00

Item Notes: 575 S. 10th St.

Supplier Notes: Eletech, Inc. will provide monthly elevator service including fire service testing as required by the State of Nebraska for an additional \$ 50.00 per month per elevator.

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

#	Qty	UOM	Description	Response
1.1	6	Months	Service, Maintenance and Testing; State # 7075	350.00

Manufacturer: Kone

Item Notes: Unit Name: Southeast #1

Type: T

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

1.2	6	Months	Service, Maintenance and Testing; State # 7076	350.00
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Manufacturer: Kone

Item Notes: Unit Name: Southwest #2

Type: T

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

1.3	6	Months	Service, Maintenance and Testing; State # 7073	350.00
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Manufacturer: Kone

Item Notes: Unit Name: Northwest #3

Type: T

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

1.4	6	Months	Service, Maintenance and Testing; State # 7074	350.00
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Manufacturer: Kone

Item Notes: Unit Name: Northeast #4

Type: T

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

1.5 6 Months Service, Maintenance and Testing; State # 7071 350.00

Manufacturer: Kone

Item Notes: Unit Name: West #5

Type: T

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

1.6 6 Months Service, Maintenance and Testing; State # 7072 350.00

Manufacturer: Kone

Item Notes: Unit Name: Jail #6

Type: T

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

2 1 PKG County City Building \$4,200.00

Item Notes: 555 S. 10th St.

Supplier Notes:

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

#	Qty	UOM	Description	Response
2.1	6	Months	Service, Maintenance and Testing; State # 8798	175.00

Manufacturer: Kone

Item Notes: Unit Name: East #1

Type: H

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

2.2 6 Months Service, Maintenance and Testing; State # 8799 175.00

Manufacturer: Kone

Item Notes: Unit Name: Middle #2

Type: H

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

2.3 6 Months Service, Maintenance and Testing; State # 6299 175.00

Manufacturer: Cetek

Item Notes: Unit Name: West #3

Type: H

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

2.4 6 Months Service, Maintenance and Testing; State # 8742 175.00

Manufacturer: Kone

Item Notes: Unit Name: Service #4

Type: H

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

3 1 PKG Lancaster County Jail \$8,400.00

Item Notes: 605 S. 10th St.

Supplier Notes:

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

#	Qty	UOM	Description	Response
3.1	12	Months	Service, Maintenance and Testing; State # 8352	175.00

Manufacturer: Dover

Item Notes: Unit Name: #1 Services

Type: H

Maintenance Frequency: Monthly

Supplier
Notes:

3.2 12 Months Service, Maintenance and Testing; State # 8372 175.00

Manufacturer: Dover

Item Notes: Unit Name: #2 Public

Type: H

Maintenance Frequency: Monthly

Supplier
Notes:

3.3 12 Months Service, Maintenance and Testing; State # 8373 175.00

Manufacturer: Dover

Item Notes: Unit Name: #3 North

Type: H

Maintenance Frequency: Monthly

Supplier
Notes:

3.4 12 Months Service, Maintenance and Testing; State # 8374 175.00

Manufacturer: Dover

Item Notes: Unit Name: #4 Booking

Type: H

Maintenance Frequency: Monthly

Supplier
Notes:

4 1 PKG North Parking Garage \$1,050.00

Item Notes: 435 S. 10th St.

Supplier Notes:

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

#	Qty	UOM	Description	Response
4.1	6	Months	Service, Maintenance and Testing; State # 9148	175.00

Manufacturer: Schindler

Item Notes: Unit Name: Garage #1

Type: H

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

5 1 PKG Lincoln Police Department \$1,000.00

Item Notes: 4843 Huntington Ave.

Supplier Notes:

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

#	Qty	UOM	Description	Response
5.1	4	Months	Service, Maintenance and Testing; State # 5620	250.00

Manufacturer: Thyssen

Item Notes: Unit Name: Passenger #1

Type: H

Maintenance Frequency: Quarterly

Supplier
Notes:

6 1 PKG 233 Building \$3,150.00

Item Notes: 233 S. 10th St.

Supplier Notes:

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

#	Qty	UOM	Description	Response
6.1	6	Months	Service, Maintenance and Testing; State # 7738	175.00

Manufacturer: Dover

Item Notes: Unit Name: Passenger

Type: H

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

6.2 6 Months Service, Maintenance and Testing; State # 2783 350.00

Manufacturer: Otis

Item Notes: Unit Name: Freight

Type: T

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

7 1 PKG Old City Hall \$2,100.00

Item Notes: 920 "O" St.

Supplier Notes:

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

#	Qty	UOM	Description	Response
7.1	6	Months	Service, Maintenance and Testing	350.00

Manufacturer: Otis

Item Notes: Unit Name: Passenger

Type: T

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

8 1 PKG K Street Records \$4,200.00

Item Notes: 440 S. 8th St.

Supplier Notes:

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

#	Qty	UOM	Description	Response
8.1	6	Months	Service, Maintenance and Testing; State # 4305	350.00

Manufacturer: Otis

Item Notes: Unit Name: South #2

Type: T

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

8.2	6	Months	Service, Maintenance and Testing; State # 8691	350.00
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Manufacturer: Kone

Item Notes: Unit Name: North #1

Type: T

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

9	1	PKG	Courthouse Plaza	\$1,050.00
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Item Notes: 633 S. 9th St.

Supplier Notes:

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

#	Qty	UOM	Description	Response
9.1	6	Months	Service, Maintenance and Testing; State # 7751	175.00

Manufacturer: Dover

Item Notes: Unit Name: Passenger

Type: H

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

10	1	PKG	Trabert Hall	\$1,050.00
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Item Notes: 2202 S. 11th St.

Supplier Notes:

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

#	Qty	UOM	Description	Response
10.1	6	Months	Service, Maintenance and Testing; State # 7898	175.00

Manufacturer: Dover

Item Notes: Unit Name: Passenger

Type: H

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

11	1	PKG	Downtown Senior Center	\$2,100.00
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Item Notes: 1005 "O" St.

Supplier Notes:

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

#	Qty	UOM	Description	Response
11.1	6	Months	Service, Maintenance and Testing; State # 8293	175.00

Manufacturer: Dover

Item Notes: Unit Name: West #1

Type: H

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

11.2	6	Months	Service, Maintenance and Testing; State # 8772	175.00
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Manufacturer: Dover

Item Notes: Unit Name: East #2

Type: H

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

12	1	PKG	Lancaster County Mental Health Center	\$3,100.00
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Item Notes: 2200 St. Mary's Ave

Supplier Notes:

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

#	Qty	UOM	Description	Response
12.1	6	Months	Service, Maintenance and Testing; State # 8660	350.00

Manufacturer: Dover

Item Notes: Unit Name: Passenger #1

Type: T

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

12.2	4	Months	Service, Maintenance and Testing; State # 7370	250.00
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Manufacturer: Dover

Item Notes: Unit Name: Passenger #2

Type: H

Maintenance Frequency: Quarterly

Supplier
Notes:

13	1	PKG	Lancaster County Health Department	\$2,000.00
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Item Notes: 3140 N St.

Supplier Notes:

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

#	Qty	UOM	Description	Response
13.1	4	Months	Service, Maintenance and Testing; State # 5408	250.00

Manufacturer: Thyssen

Item Notes: Unit Name: Passenger #1

Type: H

Maintenance Frequency: Quarterly

Supplier
Notes:

13.2	4	Months	Service, Maintenance and Testing; State # 5409	250.00
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Manufacturer: Thyssen

Item Notes: Unit Name: Passenger #2

Type: H

Maintenance Frequency: Quarterly

Supplier
Notes:

14 1 PKG Municipal Services Center \$3,000.00

Item Notes: 901 W. Bond St.

949 W. Bond St.

Supplier Notes:

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

#	Qty	UOM	Description	Response
14.1	4	Months	Service, Maintenance and Testing; State # 8243	250.00

Manufacturer: Dover

Item Notes: Unit Name: North #1

Type: H

Maintenance Frequency: Quarterly

Supplier
Notes:

14.2 4 Months Service, Maintenance and Testing; State # 8244 250.00

Manufacturer: Dover

Item Notes: Unit Name: South #2

Type: H

Maintenance Frequency: Quarterly

Supplier
Notes:

14.3 4 Months Service, Maintenance and Testing; State # 8460 250.00

Manufacturer: Dover

Item Notes: Unit Name: East #3

Type: H

Maintenance Frequency: Quarterly

Supplier
Notes:

15 1 PKG F Street Community Center \$1,000.00

Item Notes: 1225 F St.

Supplier Notes:

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

#	Qty	UOM	Description	Response
15.1	4	Months	Service, Maintenance and Testing; State # 1762	250.00

Manufacturer: Thyssen

Item Notes: Unit Name: Passenger #1

Type: H

Maintenance Frequency: Quarterly

Supplier

Notes:

16 1 PKG Willard Community Center \$1,000.00

Item Notes: 1245 S. Folsom

Supplier Notes:

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

#	Qty	UOM	Description	Response
16.1	4	Months	Service, Maintenance and Testing; State # 8011	250.00

Manufacturer: Dover

Item Notes: Unit Name: Passenger #1

Type: H

Maintenance Frequency: Quarterly

Supplier
Notes:

17 1 PKG Cornhusker Square Parking Garage \$1,050.00

Item Notes: 1220 L St.

Supplier Notes:

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

#	Qty	UOM	Description	Response
17.1	6	Months	Service, Maintenance and Testing; State # 8063	175.00

Manufacturer: Thyssen

Item Notes: Unit Name: Passenger

Type: H

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

18 1 PKG Centerpark Parking Garage \$8,100.00

Item Notes: 1120 N St.

Supplier Notes:

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

#	Qty	UOM	Description	Response
18.1	12	Month	Service, Maintenance and Testing; State # 7745	225.00

Manufacturer: Westinghouse

Item Notes: Unit Name: East #1

Type: T

Maintenance Frequency: Monthly

Supplier
Notes:

18.2 12 Month Service, Maintenance and Testing; State # 7744 225.00

Manufacturer: Westinghouse

Item Notes: Unit Name: Middle #2

Type: T

Maintenance Frequency: Monthly

Supplier
Notes:

18.3 12 Month Service, Maintenance and Testing; State # 7743 225.00

Manufacturer: Westinghouse

Item Notes: Unit Name: West #3

Type: T

Maintenance Frequency: Monthly

Supplier
Notes:

19 1 PKG University Square Parking \$6,450.00

Item Notes: 101 N. 14th St.

Supplier Notes:

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

#	Qty	UOM	Description	Response
19.1	12	Month	Service, Maintenance and Testing; State # 8330	225.00

Manufacturer: Dover

Item Notes: Unit Name: East #1

Type: T

Maintenance Frequency: Monthly

Supplier
Notes:

19.2 12 Month Service, Maintenance and Testing; State # 8329 225.00

Manufacturer: Dover

Item Notes: Unit Name: West #2

Type: T

Maintenance Frequency: Monthly

Supplier
Notes:

19.3 6 Months Service, Maintenance and Testing; State # 1795 175.00

Manufacturer: Thyssen

Item Notes: Unit Name: South #3

Type: H

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

20 1 PKG Haymarket Parking Garage \$2,100.00

Item Notes: 840 Q St.

Supplier Notes:

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

#	Qty	UOM	Description	Response
20.1	6	Months	Service, Maintenance and Testing; State # 2273	175.00

Manufacturer: Kone

Item Notes: Unit Name: North #1

Type: H

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

20.2 6 Months Service, Maintenance and Testing; State # 2272 175.00

Manufacturer: Kone

Item Notes: Unit Name: South #2

Type: H

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

21 1 PKG Que Place Parking Garage \$4,200.00

Item Notes: 1111 Q St.

Supplier Notes:

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

#	Qty	UOM	Description	Response
21.1	6	Months	Service, Maintenance and Testing; State # 8595	350.00

Manufacturer: Kone

Item Notes: Unit Name: East #1

Type: t

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

21.2 6 Months Service, Maintenance and Testing; State # 8576 350.00

Manufacturer: Kone

Item Notes: Unit Name: West #2

Type: T

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

22 1 PKG Carriage House Parking Garage \$4,200.00

Item Notes: 1128 L St.

Supplier Notes:

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

#	Qty	UOM	Description	Response
22.1	6	Months	Service, Maintenance and Testing; State # 8591	350.00

Manufacturer: Kone

Item Notes: Unit Name: North #1

Type: T

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

22.2 6 Months Service, Maintenance and Testing; State # 8590 350.00

Manufacturer: Kone

Item Notes: Unit Name: South #2

Type: T

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

23 1 PKG Market Place Parking Garage \$4,200.00

Item Notes: 947 Q St.

Supplier Notes:

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

#	Qty	UOM	Description	Response
23.1	6	Months	Service, Maintenance and Testing; State # 9053	350.00

Manufacturer: Kone

Item Notes: Unit Name: North #1

Type: T

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

23.2 6 Months Service, Maintenance and Testing; State # 9052 350.00

Manufacturer: Kone

Item Notes: Unit Name: South #2

Type: T

Maintenance Frequency: Bi-Monthly

Supplier
Notes:

24 1 PKG Pershing Auditorium \$1,000.00

Item Notes: 226 Centennial Mall S.

Supplier Notes:

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

#	Qty	UOM	Description	Response
24.1	4	Months	Service, Maintenance and Testing; State # 4237	250.00

Manufacturer: Rotary

Item Notes: Unit Name: Passenger #1

Type: H

Maintenance Frequency: Quarterly

Supplier
Notes:

25 1 PKG Bennett Martin Library \$5,700.00

Item Notes: 136 S. 14th St.

Supplier Notes:

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

#	Qty	UOM	Description	Response
25.1	12	Months	Service, Maintenance and Testing; State # 7672	100.00

Manufacturer: Kone

Item Notes: Unit Name: #1 Passenger

Type: H

Maintenance Frequency: Monthly

Supplier
Notes:

25.2 12 Months Service, Maintenance and Testing; State # 7681 225.00

Manufacturer: Dover

Item Notes: Unit Name: #2 Passenger

Type: T

Maintenance Frequency: Monthly

Supplier
Notes:

25.3 12 Months Service, Maintenance and Testing; State # 7772 100.00

Manufacturer: Esco

Item Notes: Unit Name: #3 Passenger

Type: H

Maintenance Frequency: Monthly

Supplier
Notes:

25.4 12 Months Service, Maintenance and Testing; State # 7858 50.00

Manufacturer: Esco

Item Notes: Unit Name: #4 Dumbwaiter

Type: O

Maintenance Frequency: Monthly

Supplier
Notes:

26 1 PKG Northeast WasteWater Facility & Theresa Street Wastewater Facility \$5,600.00

Item Notes: 7000 N. 70th St. & 2400 Theresa St.

Supplier Notes:

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

#	Qty	UOM	Description	Response
26.1	4	Months	Service, Maintenance and Testing; State # 7875	250.00

Manufacturer: Otis

Item Notes: Unit Name: Passenger

Type: H

Maintenance Frequency: Quarterly

Location: Northeast Wastewater Facility

Supplier
Notes:

26.2 4 Months Service, Maintenance and Testing; State # 8416 450.00

Manufacturer: Kone

Item Notes: Unit Name: Tank Elevator

Type: T

Maintenance Frequency: Quarterly

Location: Theresa St. Wastewater Facility

Supplier
Notes:

26.3 4 Months Service, Maintenance and Testing; State # 1763 250.00

Manufacturer: Thyssen

Item Notes: Unit Name: Control Room

Type: H

Maintenance Frequency: Quarterly

Location: Theresa St. Wastewater Facility

Supplier
Notes:

26.4 4 Months Service, Maintenance and Testing; State # 7414 450.00

Manufacturer: Dover

Item Notes: Unit Name: Residual Bldg

Type: T

Maintenance Frequency: Quarterly

Location: Theresa St. Wastewater Facility

Supplier
Notes:

27 1 PKG Lincoln Water Treatment Facility
 Ashland Plant \$1,000.00

Item Notes: Highway 6, Ashland, NE

ANY MATERIALS PURCHASED FOR REPAIRS OF THE ELEVATOR AT THIS LOCATION ARE TAXABLE.

Supplier Notes:

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

#	Qty	UOM	Description	Response
27.1	4	Months	Service, Maintenance and Testing; State # 8577	250.00

Manufacturer: Kone

Item Notes: Unit Name: Freight

Type: H

Maintenance Frequency: Quarterly

Supplier
Notes:

28 1 EA Five Year Full Load Test
 Only bid per test. \$0.00

Item Notes: To be conducted as needed according to schedule on each elevator requiring this test.

Price shall remain firm during term of contract unless otherwise indicated in Vendor's response.

Supplier Notes: Five year safety test if required included at no additional charge.

Response Total: \$94,600.00

ADDENDUM #3

Issue Date:09/07/11

SPECIFICATION NO.11-206

FOR

CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION ELEVATOR SERVICE, MAINTENANCE AND TESTING

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. Question: Please provide clarification on what is required based on section 15 &17 of the Specifications.

Answer: The requirements listed in the Specifications are meant to be all-inclusive of work to be performed by the Contractor. The Specifications were developed from a US Communities contract and have proven to be beneficial to the City in locations where it has been utilized. Due to the fact that this is an RFP, any additional information on the coverage you are proposing can be attached to the Response Attachment section and will be considered by the Evaluation Committee.

2. A Line Item has been added for the Full Load Test (Every 5 years) if it is required in the time during the contract period.
3. Due to the delay in issuing this addendum the bid has been extended to Monday, September 19, 2011. Any additional questions must be submitted in writing to the Purchasing Office by Wednesday, September 14, 2011 at 12:00pm.

ADDENDUM #2

Issue Date:08/31/11

SPECIFICATION NO.11-206

FOR

CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION ELEVATOR SERVICE, MAINTENANCE AND TESTING

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. Revise section 6.4 of the Specifications to read as follows:

Contractors must have at least one (1) full time qualified Elevator Service Technician residing in the City of Lincoln or within 15 miles of the Lincoln City Limits.

2. Revise section 6.4.1 of the Specifications to read as follows:

Contractor will provide a list of all Service Technicians that will service our accounts and the City where they reside. DO NOT INCLUDE THE COMPLETE ADDRESS OF ANY EMPLOYEES ON YOUR RESPONSE.

3. Clarification:

The requirement for a 20 minute response for entrapments at the Lancaster County Jail is valid and will remain a part of these Specifications and an awarded contract. This time requirement is in the best interest and safety of the County and it's employees.

Annual Requirements Elevator Maintenance, Service & Testing REQUEST FOR PROPOSALS

1. GENERAL NOTICE

- 1.1 The City of Lincoln, Lancaster County and the Lincoln/Lancaster County Public Building Commission, hereinafter referred to as Owners, are requesting Proposals from qualified firms, here in after referred to as Contractor(s) for providing Elevator Maintenance, Service and Testing at various locations in the City of Lincoln, NE.
- 1.2 The service shall include all labor, supervision, materials, chemicals, set-up and rigging, tools, supplies, permits and licenses required to perform the service.
- 1.3 Preference for award will be given to the Contractors whose bid substantially meet all of the required specifications, duties, terms and conditions as defined in this request.
 - 1.3.1 Contractors must meet the requirements for staff being located in the City of Lincoln or within 15 miles of the City Limits.
- 1.4 Initial term of contract shall be for the period of (4) four years from date of execution with the option to renew for (1) one additional (4) four year period.
- 1.5 The Owners will award the contract to one or more contractor/s who are the lowest responsible, responsive bidder/s and whose proposal will be most advantageous to the Owners.
 - 1.5.1 Consideration of additional costs associated with the use of more than one vendor will be taken into consideration in the evaluation for award.
- 1.6 The Owners reserve the right to allow adjustments to the contract should there be a substantial change in the nature of the work involved, caused by building remodeling, etc.
 - 1.6.1 Such adjustments must be made in the form of a written contract amendment signed by both the Contractor and the Owners.
- 1.7 Several of the locations listed in Attachment A are currently under contract with various service providers.
 - 1.7.1 The Owners are in the process of cancelling all of the current contracts in place and replacing them with a contract derived from this bid process.
 - 1.7.2 Upon termination of the current contracts, the awarded Contractor for this bid will assume all duties as outlined in these specifications at the price proposed.
 - 1.7.3 If locations are under current contract with the company that will be awarded contracts under this bid, the current contract will be terminated and the new contract will take effect immediately.
- 1.8 Any deviation from these specifications must be documented on Company Letterhead and attached to the Supplier Response section of your ebid response.
- 1.9 Contractor must submit their Proposal AND ALL ATTACHMENTS via the City/County e-bid system.
 - 1.9.1 To submit a Proposal, Contractor must be a registered vendor with the City of Lincoln/Lancaster County Purchasing Dept.
 - 1.9.2 To register, go to the City of Lincoln website; lincoln.ne.gov
type e-bid in search box
click on "supplier registration"
follow instructions to completion.
- 1.10 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.
 - 1.10.1 These inquiries and/or responses shall be distributed to prospective bidders as an electronic addenda.
 - 1.10.2 All inquiries must be submitted to Purchasing Office 5 days prior to the bid opening.
 - 1.10.3 Contractors are not allowed to discuss this Proposal with any City, County or Public Building Commission employee or elected official other than the City/County Purchasing Staff through the award process.
 - 1.10.3.1 Failure to follow this requirement may result in immediate disqualification of your Proposal.

- 1.11 A bid bond is required in the amount of 5% of the total bid amount at time of bid submission.
- 1.12 A performance bond in the full amount of the contract will be required at time of contract award to be in effect for the term of the contract.
- 1.13 Due to the various requirements at each building and budget consideration each year, the Owners reserve the right to reduce or add services, service frequency or any other changes deemed necessary to maintain the elevators at a safe and economical level within the parameters of these specifications.
- 1.14 Contractor Staff must wear a company uniform that clearly states the company name and name of individual.
- 1.15 The awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.
- 1.16 Contractor Staff who will be providing services at locations such as the County Jail Buildings, Mental Health Center, Youth Service Center and any other building deemed as "secured" shall be subject to a Background Check prior to entering the facility.
- 1.17 Elevator/s that are under warranty will not be included in this contract until the warranty has expired and a contract amendment is executed which will add the elevator/s and amount of service.
- 1.18 The Owners prefer a contract that is firm/fixed for the initial term of the contract (4 years).
 - 1.18.1 At a minimum, prices listed must remain firm for a minimum of 2 years from date of execution.
 - 1.18.1 Contractor must indicate their intent to increase their fees during contract period on their Proposal.

2. PRE-BID/SITE VISIT

- 2.1 A mandatory pre-bid meeting for prospective bidders will be held Thursday, September 1, 2011 beginning at 9:00 a.m. at the City/County Purchasing Office, 440 So. 8th Street, Lincoln, Nebraska.
 - 2.1.1 Bidders are required to attend the pre-bid meeting to acquaint themselves with the site conditions.
 - 2.1.2 The meeting will start at the Purchasing office and then proceed to all locations that will be serviced under this contract.
- 2.2 **Failure of Bidder to attend the pre-bid meeting in it's entirety will result in disqualification of bid.**

3. CONTRACTOR INSURANCE

- 3.1 The **successful** contractor shall furnish the Owners with a Certificate of Insurance in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all City/County/Public Building Commission Contracts" at time of award.
- 3.2 All certificates of insurance shall be filed with the Owners on the standard Accord Certificate of Insurance form showing specific limits of insurance coverage required and showing City of Lincoln, Lancaster County and the City of Lincoln/Lancaster County Public Building Commission as "Named Additional Insured" as pertains to these services.
 - 3.2.1 Such certificates of insurance shall specifically state that insurance policies are to be endorsed to require the insurer to provide City of Lincoln thirty (30) days written notice of cancellation or non-renewal, or of any material reduction of insurance coverage.

4. **NO USE OF TOBACCO PRODUCTS**

- 4.1 The Owners do not allow smoking or the use of any tobacco products within it's facilities and on any property surrounding it's facilities.
- 4.2 This ban applies to contractors and sub-contractors and their employees.

5. **NO ALCOHOLIC BEVERAGES/ILLICIT DRUGS**

- 5.1 The use or possession of alcoholic beverages or illicit drugs will not be permitted on the Owners property.
 - 5.1.1 Any Contract Employee who reports for work showing evidence of an impaired condition shall not be permitted to remain on the premises.
 - 5.1.1.1 The Contractor is completely responsible for monitoring his/her employees and will be held responsible for proper handling of suspected incidents of improper use of alcohol or drugs.

6. **QUALIFICATIONS OF THE BIDDER**

- 6.1 The Owners may investigate as deemed necessary to determine the ability of the bidders to perform the required work, and the bidder shall furnish to the Owners all such information and data for this purpose.
- 6.2 No bidder will be considered who is not at the present time actively engaged in the performance of Elevator Maintenance and Services and who cannot clearly demonstrate to the satisfaction of the Owners his/her ability to satisfactorily perform the work in accordance with the requirements of this specification and standards of the industry.
- 6.3 Bidder shall provide at least three current references in the City of Lincoln for other customers or firms who have similar needs to the Owners.
 - 6.3.1 References will be checked as well as any City/County/State Department/Agency currently using the Bidder's services.
 - 6.3.2 Information regarding current and past customers and references will be a strong consideration in the award of this contract.
- 6.4 Contractors must have at least (2) two full time Elevator Service Technicians residing permanently in the City of Lincoln or within 15 miles of the City Limits.
 - 6.4.1 Contractor will provide a list of Service Technicians that will service our accounts and where they currently reside.
- 6.5 Contractor must have staff available to respond to emergency service requests.
 - 6.5.1 Contractor must provide the amount of time it will take to respond to an emergency service request in downtown Lincoln in the Attribute section of the bid.
 - 6.5.2 Emergency entrapment service must be performed within 20 minutes at the Lancaster County Correctional Facility and 30 minutes at all other locations.

7. **TERMINATION of CONTRACT**

- 7.1 For Convenience
 - 7.1.1 The Owners may cancel this contract with a thirty (30) day written notice of termination.
- 7.2 For cause:
 - 7.2.1 The City of Lincoln may terminate the Contract with a thirty (30) day written notice if the Contractor:
 - 7.2.1.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete Elevator Maintenance and Service as requested.
 - 7.2.1.2 Fails to make payments to Suppliers or Subcontractors for materials and/or labor in accordance with the respective agreements between the Contractor and Subcontractors.

- 7.2.1.3 Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction over the Contract.
- 7.2.1.4 If the Contractor's or Subcontractor's employees commit a breach of facility security rules.
- 7.2.1.5 Otherwise commits a substantial breach of any provision of the Contract Document.
- 7.2.2 Non-compliance
 - 7.2.2.1 The Owners will evaluate evidence of non-compliance presented by Owners Staff.
 - 7.2.2.1.1 A determination at that time will be made as to whether a Warning Notice (minor offences) or an Infringement Notice (more serious offences) is the most appropriate action.
 - 7.2.2.1.2 A variety of factors are considered for their effect on the Elevator Maintenance and Service contract, including but not limited to:
 - 7.2.2.1.2.1 Failure to report safety issues.
 - 7.2.2.1.2.2 Failure to repair or replace minor parts which would require extensive repairs or replacement of elevator or major parts in the future.
 - 7.2.2.1.3 Warning Notice
 - 7.2.2.1.3.1 A written Warning Notice will outline, the offense observed, the corrective action required and date corrective action must be taken.
 - 7.2.2.1.3.2 Warning Notice must be signed and returned to City of Lincoln Purchasing Agent.
 - 7.2.2.1.3.3 Failure to do so may result in an Infringement Notice.
 - 7.2.2.1.4 Infringement Notice
 - 7.2.2.1.4.1 An Infringement Notice will be issued in writing and will outline, the relevant infringement offense, the corrective action required and date corrective action must be taken and the assessed fee amount.
 - 7.2.2.1.4.2 Assessed fee amount will be \$100.00 per occurrence.
 - 7.2.2.1.4.3 Assessed fee will be deducted from the monthly invoice.
 - 7.2.2.2 While an Infringement Notice may follow from an unresolved Warning Notice, there are no requirements to give a Warning Notice first.

8. PROVIDED BY THE OWNERS

- 8.1 There is no reserved parking space available at any of the Owners locations.
 - 8.1.1 Contractor will need to park vehicles on the street or as directed by Staff.
- 8.2 When requested by the Contractor, the Owners will provide drawings and specifications for the elevators as they are available.
 - 8.2.1 The Contractor will keep these documents at the work site at all times.
 - 8.2.2 When the contract expires, or is terminated, these documents must remain at the location.
 - 8.2.2.1 In the event the Contractor removes the plans, documents or instructions from any location, following contract completion or termination, the Contractor will be charged up to \$500.00 for the replacement of such documents for each location.

9. PROVIDED BY THE VENDOR

- 9.1 The Contractor will provide all labor, supplies, materials, major and minor repair or replacement parts, tools and equipment which includes diagnostic tools and equipment necessary to perform the work specified in this contract efficiently.
 - 9.1.1 The Contractor shall determine the appropriate stock levels needed in each building.
 - 9.1.2 The Contractor must outline the type of supplies, materials, parts, tools and equipment it will supply at each location as part of this contract.
 - 9.1.2.1 Contractor shall type this information on company letterhead and attach such information to the Supplier Response section of the ebid response.
- 9.2 The Contractor will provide a stock of approved containers for storing used wiping towels in each machine room.
- 9.3 All parts replaced under the provisions of this contract shall be from the original equipment manufacturer, manufactured to OEM specifications, or shall be replacement parts approved and/or recommended by the equipment manufacturer.
- 9.4 Supply the City the MSDS sheet for all chemicals being used to maintain the elevators.
- 9.5 Every six months the Vendor will provide the City Parking Director with an itemized list of supplies used and repairs performed for each elevator in the parking garages.
 - 9.5.1 This list will be made available at all other locations as requested by the department manager.
- 9.6 Contractor shall coordinate their service inspections with the cleaning of windows at the parking garages as requested by the Owners on an as-needed basis.

10. COMMUNICATION AND SUPERVISION

- 10.1 The Contractor shall assign a Supervisor or person of authority to coordinate all work performed at the Owners locations.
- 10.2 The Owners shall have a single contact person for all service calls, billing questions or other activities.
- 10.3 At the request of the Owners, reviews and inspections will be made by a Representative of the Contractor, together with a designated Owner representative to determine if services are being performed as required by the established specifications.
- 10.4 The Vendor will report to the Owner faulty or improper conditions, which might need uncovered repairs or other attention.
 - 10.5.1 Such reports shall be in written form and are to be received by the Owners within 24 hours of the time at which they are observed.
 - 10.5.2 UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR COMPLETE WORK THAT IS NOT COVERED UNDER THESE CONTRACT TERMS WITHOUT PROVIDING A COMPLETE ESTIMATE INCLUDING THE FOLLOWING:
 - A. LOCATION OF ELEVATOR AND ELEVATOR NUMBER
 - B. PARTS TO BE REPLACED
 - C. EXACT PRICE FOR PARTS
 - D. EXACT PRICE FOR LABOR
 - E. DATE THAT WORK WILL BE COMPLETED
 - F. SIGNATURE AND DATE OF PERSON PROVIDING QUOTE
 - G. SIGNATURE AND DATE OF OWNER REPRESENTATIVE THAT THEY ACCEPT THE QUOTE AND APPROVE OF REPAIR.
 - H. SIGNATURE AND DATE OF PERSON WHO COMPLETES WORK
 - I. SIGNATURE AND DATE FROM OWNER REPRESENTATIVE ON DATE THAT WORK IS COMPLETE.
 - 10.5.2 Immediate, verbal notification in the form of a telephone call to the Owner's Building Director or Designee is required in all instances in which there is potential for personal injury or damage to the Owners facilities, equipment or materials.

- 10.6 After the contract has been awarded, the Contractor shall direct any questions or complaints to the Owners Building Manager or Designee.

11. SCHEDULE

- 11.1 Contractor shall become familiar with the Owners hours of operation and scheduled holiday closings that are made available on the City/County website.
- 11.2 All scheduled service work shall be accomplished during normal working hours 7:00am to 5:00pm Monday thru Friday, unless other mutual satisfactory arrangements have been approved by the Owners.
- 11.2.1 At no time will the Contractor charge overtime and/or holiday rates for scheduled service work without prior approval of the Owner.
- 11.3 The Contractor is not required to provide an on-site elevator mechanic for a specified duty hour at all locations; however, the Vendor shall provide qualified elevator mechanics, work crews, and Supervisory Personnel in such numbers, places, and times as may be required to fully meet the contract.
- 11.3.1 Service Technicians will be required to be available on an on-call basis for various locations and time frames such as 24 hour service at the Correctional Facilities, Nebraska Football games and other Owner activities in the area of downtown for Parking Garages.

12. SAFETY GUIDELINES

- 12.1 All safety gear and support equipment shall meet or exceed all required State, Local and OSHA safety regulations and born by the Contractor.

13. INVOICE/PAYMENT

- 13.1 Contractor must sign the work ticket at the completion of the service, testing, repair or maintenance operations AND have an Owner Representative sign and date as well.
- 13.1.1 Failure to get an Owner Rep signature and date will result in delay of payment or non-payment to Contractor.
- 13.2 Invoices must be received by the Owner prior to the last day of the month to ensure payment the following month.
- 13.2.1 Payment will not be made until such time as services are actually rendered.

14. MAINTENANCE COVERAGE - HYDRAULIC ELEVATORS

- 14.1 Contractor will systematically examine, maintain, adjust and lubricate the equipment described in these Specifications, Attachment A and in the Line Items.
- 14.1.1 In addition, unless specifically excluded elsewhere, the Contractor will repair or replace the following if the repair or replacement is, in the Contractor's judgment, necessitated by normal wear and tear:
- 14.2 RELAY LOGIC CONTROL SYSTEM
- 14.2.1 All control system components.
- 14.3 POWER UNIT
- 14.3.1 Pump, motor, valves and all related parts and accessories.
- 14.4 HYDRAULIC SYSTEM ACCESSORIES
- 14.4.1 Exposed piping, fittings and accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original elevator equipment manufacturer for controlling fluid temperature.

- 14.5 CAR EQUIPMENT
 - 14.5.1 All elevator control system components on the car.
- 14.6 WIRING
 - 14.6.1 All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
- 14.7 HOISTWAY AND PIT EQUIPMENT
 - 14.7.1 All elevator control equipment and buffers.
- 14.8 RAILS AND GUIDES
 - 14.8.1 Guide rails, guide shoe gibs, and rollers
- 14.9 DOOR EQUIPMENT
 - 14.9.1 Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
- 14.10 SIGNALS AND ACCESSORIES
 - 14.10.1 Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal, and accessory facilities furnished and installed as an integral part of the elevator equipment.
 - 14.10.2 Re-lamping of signal fixtures is be included only during Contractor's systematic examinations.
 - 14.10.3 Service requests related to re-lamping of signal fixtures will be considered billable.

15. MAINTENANCE COVERAGE - TRACTION ELEVATOR

- 15.1 Contractor will systematically examine, maintain, adjust and lubricate the equipment described in these Specifications, Attachment A and in the Line Items.
 - 15.1.1 In addition, unless specifically excluded elsewhere, the Contractor will repair or replace the following if the repair or replacement is, in the Contractor's judgment, necessitated by normal wear and tear:
- 15.2 RELAY LOGIC CONTROL SYSTEM
 - 15.2.1 All control system components.
- 15.3 WIRING
 - 15.3.1 All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
- 15.4 CAR EQUIPMENT
 - 15.4.1 All elevator control system components on the car.
- 15.5 HOISTWAY AND PIT EQUIPMENT
 - 15.5.1 All elevator control equipment, car and counter weight buffers, overs-peed governors, governor tension sheave assemblies, and car and counterweight safeties.
- 15.6 RAILS AND GUIDES
 - 15.6.1 Guide rails, guide shoe gibs and rollers.
- 15.7 HOIST ROPES
 - 15.7.1 Hoist ropes will be properly lubricated and adjusted for equalized tension.
- 15.8 DOOR EQUIPMENT
 - 15.8.1 Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs and auxiliary door closing devices.
- 15.9 SIGNALS AND ACCESSORIES

- 15.9.1 Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment.
- 15.9.2 Re-lamping of signal fixtures is included only during Contractor's systematic examinations.
- 15.9.3 Service requests related to re-lamping of signal fixtures will be considered billable.

16. HOURS OF SERVICE

- 16.1 All work covered under this agreement is to be performed during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein.

17. SERVICE REQUESTS (CALL BACKS)

- 17.1 In addition to preventive maintenance, this Agreement covers minor adjustment service requests during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein.
 - 17.1.1 Service requests are defined as minor adjustments, corrections or entrapments that require immediate attention and are not caused by reasons beyond Contractor's Control.
 - 17.1.2 Service request that require more than one technician or more than two hours to complete may be scheduled as a repair during the regular hours of service depending on the extent of repair and not just the opinion of the Contractor.
- 17.2 If Owner should require, at any time, service requests (unless included above) to be made on overtime, Owner will be charged only for the difference between Contractor's regular hourly billing rate and Contractor's overtime billing rate applicable for each overtime hour worked.

18. TESTS

- 18.1 HYDRAULIC ELEVATOR
 - 18.1.1 A pressure relief test and a yearly leakage test is included as part of the pricing listed in the Line Items.
- 18.2 TRACTION ELEVATOR
 - 18.2.1 An annual no load test is included as part of the pricing listed in the Line Items.

19. EXCLUSIONS

- 19.1 Contractor assumes no responsibility for the following items or services, which are excluded from the Agreement:
- 19.2 GENERAL
 - 19.2.1 Contractor shall not be obligated to:
 - 19.2.1.1 Perform safety tests other than those specified herein.
 - 19.2.1.2 Install new attachments or make equipment changes or adjustments required by new or retroactive code changes.
 - 19.2.1.3 Perform tests or correct outstanding violations or deficiencies prior to the effective date of this agreement.

19.2.1.4 Make repairs necessitated by fluctuations in the building AC power systems, water damage, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, war, acts of government, labor disputes, strikes, lockouts, or tampering with the equipment by unauthorized personnel.

19.2.1.5 Repair or replace parts damaged by negligence caused by Owner, misuse or any other cause beyond its control.

19.3 OBSOLESCENCE

19.3.1 Obsolete items (including, but not limited to, assemblies, parts, components or systems) are excluded from this agreement and are defined as an item for which the original design is no longer regularly manufactured by the OEM or the original design has been replaced with an item of a different design.

19.3.1.1 No exception to this exclusion will be made for items defined as obsolete above simply because they can be custom made or acquired at any price.

19.3.2 Obsolete items and the labor to replace them will be at the Owner's expense.

19.3.3 Any modifications to existing equipment necessary to accommodate replacement components will also be at the Owner's expense.

19.3.4 Contractor will not be required to furnish reconditioned or used parts unless requested by Owner.

19.3.5 Once upgraded by Contractor, obsolete items will be covered under this Agreement.

19.4 ELEVATOR

19.4.1 Refinishing, repairing, replacing or cleaning of car enclosure, motor generators and machines, telephones or communication devices, fans, computer monitoring systems, gates and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders, switches, their wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, fireman's phone devices, intercoms, music systems, media displays, card-readers or other security systems, light tubes and bulbs, pit pumps, emergency power generators, hydraulic cylinder, unexposed piping, disposal of or clean-up of waste oil or any contamination caused by leaks in the hydraulic cylinder or unexposed piping.

19.4.2 Contractor shall not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

20. VENDOR CALL CENTER REQUIREMENTS

20.1 Selected Contractor must include the cost of monitoring the call system in each elevator and receive calls on a 24 hour, 7 day basis at a Call Center operated by the Contractor.

20.2 Contractor shall have the capability of dispatching a technician and/or emergency personnel immediately upon receiving a call from the elevator call system.

21. OWNER ASSURANCES

21.1 Owner agrees to:

21.1.1 Be solely liable for the proper use of the equipment.

21.1.2 Furnish Contractor with a list of authorized personnel responsible for building operations.

- 21.1.3 Provide Contractor with a complete set of as-built wiring diagrams as they are available.
- 21.1.4 Shut down the equipment and notify Contractor if the equipment is not functioning properly.
- 21.1.5 Notify Contractor of any injury or accident in or about the equipment (verbal notification immediately and written notification within three days).
- 21.1.6 Perform the monthly firefighter's service testing and keep record of such tests, if required and not specifically included elsewhere herein.
- 21.1.7 Provide a safe workplace for Contractor personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris.
- 21.1.8 Remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations which was not deposited or caused by Contractor.
- 21.1.9 Post any and all instructions and warnings related to the use of the equipment.
- 21.2 To ensure safe and consistent service and operation of the equipment, the Owner shall not permit anyone other than the Contractor to perform work covered under this Agreement.
- 21.3 Contractor shall be allowed to provide a price and negotiate for all work outside this Agreement.
 - 21.3.1 If the Contractor is not selected to perform said work, the Contractor reserves the right to inspect the work at the Owner's cost and exclude such work from the service Agreement.
 - 21.3.2 Price may also be adjusted if the equipment is modified.

22. NON-CONTRACTOR EQUIPMENT

- 22.1 The Owner agrees to procure replacement parts or proprietary diagnostic devices from the original equipment manufacturer when requested by the Contractor.
 - 22.1.1 The Contractor agrees to reimburse the Owner for the cost of all parts acquired at the Contractor's request.
- 22.2 The Owner authorizes the Contractor to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip.
 - 22.3.1 These will be stored on the building premises and the Owner retains possession.
- 22.3 Owner agrees that the Contractor will not be responsible for any delays, damage, cost or claims associated with the failure to provide such diagnostic tools in a timely manner.
- 22.4 The Contractor agrees to maintain the existing performance as designed and installed.
 - 22.4.1 The Contractor shall not be required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.

23. STANDARD (EXAM & LUBE COVERAGE) - HYDRAULIC ELEVATORS

- 23.1 PERFORMANCE
 - 23.1.1 Contractor will provide the labor to systematically examine and/or lubricate the equipment outlined below.
 - 23.1.2 All lubricants, greases, and wiping cloths will be provided.

23.1.3 Should the Contractor examination uncover items, which, in the Contractor's judgment, require replacement and/or repair, a separate proposal may be prepared for the Owner's authorization.

23.1.3.1 However, no guarantee is made that any or all items have been or will be found.

23.2 HYDRAULIC ELEVATORS

23.2.1 RELAY LOGIC CONTROL SYSTEM

23.2.1.1 All control system components.

23.2.2 POWER UNIT

23.2.1.2 Valves, pump, motor, and all related parts and accessories.

23.2.3 HYDRAULIC SYSTEM ACCESSORIES

23.2.3.1 Exposed piping, fittings, and accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original elevator equipment manufacturer for controlling fluid temperature.

23.2.4 CAR EQUIPMENT

23.2.4.1 All elevator control system components on the car.

23.2.5 WIRING

23.2.5.1 All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

23.2.6 HOISTWAY AND PIT EQUIPMENT

23.2.6.1 All elevator control equipment and buffers.

23.2.7 RAILS AND GUIDES

23.2.7.1 Guide rails, guide shoe gibs, and rollers.

23.2.8 DOOR EQUIPMENT

23.2.8.1 Automatic door operators, hoistway and car door hangers, hoistway and door contacts, door protective devices, hoistway door interlocks, door gibs, , and auxiliary door closing devices.

23.2.9 SIGNALS AND ACCESSORIES

23.2.9.1 Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment.

23.2.10 LUBRICANTS

23.2.10.1 Contractor will use lubricants compounded under OEM's specifications or equal.

24. STANDARD (EXAM & LUBE COVERAGE) - TRACTION ELEVATORS

24.1 RELAY LOGIC CONTROL SYSTEM

24.1.1 All control system components.

24.1.2 Contractor First Service technicians will be equipped with necessary solid state field diagnostic and service tools.

24.2 GEARED/GEARLESS MACHINES

24.2.1 All geared and gearless machine components

24.3 WIRING

24.3.1 All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

- 24.4 CAR EQUIPMENT
 - 24.4.1 All elevator control system components on the car.
 - 24.5 HOISTWAY AND PIT EQUIPMENT
 - 24.5.1 All elevator control equipment, car and counterweight buffers, overspeed governors, governor tension sheave assemblies, and car and counterweight safeties.
 - 24.6 RAILS AND GUIDES
 - 24.6.1 Guide rails, guide shoe gibs and rollers.
 - 24.7 HOIST ROPES
 - 24.7.1 Hoist ropes will be properly lubricated and adjusted for equalized tension.
 - 24.8 DOOR EQUIPMENT
 - 24.8.1 Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
 - 24.9 SIGNALS AND ACCESSORIES
 - 24.9.1 Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment, and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment.
 - 24.10 LUBRICANTS
 - 24.10.1 Contractor will use lubricants compounded under OEM's specifications or equal.
25. **EXAM FREQUENCY**
- 25.1 4, 6, or 12 examinations per contract year are covered in this agreement.
 - 25.1.1 See Attachment A and Line Items for requested service terms and basis of pricing.
26. **TESTS**
- 26.1 Contractor will perform tests on the following equipment:
 - 26.1.1 HYDRAULIC ELEVATOR
 - 26.1.1.1 A pressure relief test and a yearly leakage test.
 - 26.1.2 TRACTION ELEVATOR
 - 26.1.1.2 An annual no load test.
 - 26.2 Contractor is not responsible for damages, either to the elevator equipment or to the building, or for any personal injury or death, resulting from these test(s).
27. **EXCLUSIONS**
- 27.1 This agreement does not include hydraulic fluids
 - 27.2 No labor, parts, or supplies, except those specified herein, will be furnished under this agreement.
 - 27.3 Contractor shall not be obligated to:
 - 27.3.1 Perform safety tests other than those specified herein.
 - 27.3.2 Install new attachments or make equipment changes, repairs or adjustments, correct outstanding violations or deficiencies.

28. **REMOTE MONITORING**

28.1 If the unit is equipped with remote monitoring capabilities, the Contractor reserves the right to utilize this functionality and the phone line for the unit to collect data related to the use and operation of the equipment.

29. **EVALUATION CRITERIA**

29.1 Evaluation of bids will consist of the following:

29.1.1 Total price of contract and other pricing factors that will amount to the best value to the Owners.

29.1.2 Ability to provide service as required in this Specification.

29.1.3 Minimum number of Service Technicians as required and listed in these Specifications.

29.1.4 Deviations from these Specifications.

29.1.5 Price discounts or "Value-Added" services that will be of a benefit to the Owners.

29.1.6 References

29.1.7 Previous performance at locations operated by Owners.

30. **KEY DATES**

30.1 8/24/11 & 8/31/11 - 8/24/11 RFP Released in Ebid System & Advertise in Journal Star

30.2 9/1/11 - Mandatory Prebid Meeting

30.3 9/14/11 - Proposal Closes

30.4 9/15/11 -9/21/11 - Evaluation Committee meets and scores proposals received

30.5 Week of 9/26/11 - Schedule interviews if necessary

30.6 10/1/11 - 10/31/11 - Contract signature process by Vendor and Owners

30.7 11/1/11 - Contract Term Begins

ATTACHMENT A

CITY OF LINCOLN ELEVATORS					
State #	Manufacturer	Building Name	Building Address	Unit Name	Type
7075	Kone	Hall of Justice	575 S. 10TH St.	Southeast #1	T
7076	Kone	Hall of Justice	575 S. 10TH St.	Southwest #2	T
7073	Kone	Hall of Justice	575 S. 10TH St.	Northwest #3	T
7074	Kone	Hall of Justice	575 S. 10TH St.	Northeast #4	T
7071	Kone	Hall of Justice	575 S. 10TH St.	West #5	T
7072	Kone	Hall of Justice	575 S. 10TH St.	Jail #6	T
8798	Kone	County City Bldg	555 S. 10TH St.	East #1	H
8799	Kone	County City Bldg	555 S. 10TH St.	Middle #2	H
6299	Cetek	County City Bldg	555 S. 10TH St.	West #3	H
8742	Kone	County City Bldg	555 S. 10TH St.	Service #4	H
8352	Dover	Lancaster County Jail	605 S. 10TH St.	#1 Service	H
8372	Dover	Lancaster County Jail	605 S. 10TH St.	#2 Public	H
8373	Dover	Lancaster County Jail	605 S. 10TH St.	#3 North	H
8374	Dover	Lancaster County Jail	605 S. 10TH St.	#4 Booking	H
9148	Schindler	North Parking Garage	435 S. 10TH St.	Garage #1	H
5620	Thyssen	Lincoln Police Department	4843 Huntington Ave.	Passenger #1	H
7798	Dover	233 Building	233 S. 10TH St.	Passenger	H
2783	Otis	233 Building	233 S. 10TH St.	Freight	T
None	Otis	Old City Hall	920 O St.	Passenger	T
4305	Otis	K Street Records	440 S. 8TH St.	South #2	T
8691	Kone	K Street Records	440 S. 8TH St.	North #1	T
7751	Dover	Courthouse Plaza	633 S. 9TH St.	Passenger	H
7898	Dover	Traber Hall	2202 S. 11TH St.	Passenger	H
8293	Dover	Downtown Senior Ctr.	1005 O St.	West #1	H
8772	Dover	Downtown Senior Ctr.	1005 O St.	East #2	H
8680	Dover	Lancaster Mental Health	2200 ST. Marys Ave.	Passenger #1	T
7370	Dover	Lancaster Mental Health	2200 ST. Marys Ave.	Passenger #2	H
5408	Thyssen	Lancaster Health	3140 N St.	Passenger #1	H
5409	Thyssen	Lancaster Health	3140 N St.	Passenger #2	H
8243	Dover	Experian	901 W. Bond St.	North #1	H
8244	Dover	Experian	901 W. Bond St.	South #2	H
8460	Dover	Experian	949 W. Bond St.	East #3	H
1762	Thyssen	F Street Community Center	1225 F St.	Passenger #1	H
8011	Dover	Willard Community Center	1246 S. Folsom	Passenger #1	H
8063	Thyssen	Cornhusker Square Parking Garage	1220 L St.	Passenger	H
7745	Westinghouse	Centerpark Parking Garage	1120 N St.	East #1	T
7744	Westinghouse	Centerpark Parking Garage	1120 N St.	Middle #2	T
7743	Westinghouse	Centerpark Parking Garage	1120 N St.	West #3	T
8330	Dover	University Square Parking	101 N. 14TH St.	East #1	T
8329	Dover	University Square Parking	101 N. 14TH St.	West #2	T
1795	Thyssen	University Square Parking	101 N. 14TH St.	South #3	H
2273	Kone	Haymarket Parking Garage	840 Q St.	North #1	H
2272	Kone	Haymarket Parking Garage	840 Q St.	South #2	H
8595	Kone	Que Place Parking Garage	1111 Q St.	East #1	T
8576	Kone	Que Place Parking Garage	1111 Q St.	West #2	T
8691	Kone	Carriage House Parking Garage	1128 L St.	North #1	T
8590	Kone	Carriage House Parking Garage	1128 L St.	South #2	T
9053	Kone	Market Place Parking Garage	947 Q St.	North #1	T
9052	Kone	Market Place Parking Garage	947 Q St.	South #2	T
4237	Rotary	Pershing Auditorium	226 Centennial Mall S.	Passenger	H
7672	Kone	Bennett Martin Library	136 S. 14TH St.	#1 Passenger	H
7681	Dover	Bennett Martin Library	136 S. 14TH St.	#2 Passenger	T
7772	Esco	Bennett Martin Library	136 S. 14TH St.	#3 Passenger	H
7858	Esco	Bennett Martin Library	136 S. 14TH St.	#4 Dumbwaiter	O
7875	Otis	Northeast Wastewater Facility	7000 N. 70TH St.	Passenger	H
8416	Kone	Theresa Street Wastewater Facility	2400 Theresa St.	Tank Elevator	T
1783	Thyssen	Theresa Street Wastewater Facility	2400 Theresa St.	Control Room	H
7414	Dover	Theresa Street Wastewater Facility	2400 Theresa St.	Residual Bldg	T
8577	Kone	Lincoln Water Treatment Facility	Highway 6	Freight	H

smart # 10070200
7-26-10/law/tb



CITY OF LINCOLN
EXECUTIVE ORDER

NO. 083319

WHEREAS, there is concern over the inappropriate competitive advantages in the public bidding process for local publicly funded construction and delivery service contracts resulting from the misclassification of individuals performing construction labor services as "independent contractors" rather than "employees"; such "independent contractors" are commonly referred to as "1099 workers" due to the IRS form they receive rather than a W-4 which an employee receives;

WHEREAS, this misclassification of such individuals as "independent contractors" rather than as "employees" eliminates any obligation to pay these individuals legally required minimum or overtime wages, to provide legally required workers' compensation insurance, to make unemployment insurance payments, to pay legally required employment and payroll taxes, and to provide any other health, pension, or benefit such individuals would typically receive if properly classified as employees;

WHEREAS, this misclassification of individuals performing construction labor services for the contractor as "independent contractors" rather than "employees" is a violation of federal and state law, but is difficult to enforce once public construction or delivery service contracts have been bid, awarded, and entered into;

WHEREAS, the use of public funds to compensate contractors who unlawfully avoid their obligation to pay legally required minimum or overtime wages, to provide legally required workers' compensation insurance, to make unemployment insurance payments, to pay legally required employment and payroll taxes, and to provide any other health, pension, or benefit is not in the public interest; and

WHEREAS, the Employee Classification Act, Neb. Rev. Stat. §§ 48-2901 to 48-2912 (effective July 15, 2010) provides that any contract entered into between a political subdivision and a contractor shall require that each contractor who performs construction or delivery service pursuant to the contract submit to the political subdivision an affidavit attesting that (1) each individual performing services for such contractor is properly classified under the Employee Classification Act, (2) such contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services, (3) such contractor has complied with Neb. Rev. Stat. § 4-114 requirements that the contractor register and use a federal immigration employment verification system to determine the work eligibility status of new employees physically performing services in the State of Nebraska, (4) such contractor has no reasonable basis to believe that any individual performing services for such contractor is an undocumented worker, and (5) as of the time of the contract, such contractor is not barred from contracting with the state or any political subdivision pursuant to § 48-2912 of the Employee Classification Act.

NOW, THEREFORE, BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, I hereby establish the following policy as to the bid and award of contracts to contractors for construction and delivery services with the City of Lincoln:

The Purchasing Agent shall immediately include in the City of Lincoln's notice to bidders for construction contracts that all contractors submitting bids in response to the notice shall affirmatively certify to the Purchasing Agent that all individuals hired to perform construction or delivery labor services for the contractor under the contract shall be properly classified as employees and not as independent contractors if the individual does not meet the requirements of an independent contractor under federal and state law (including the requirements of the State of Nebraska Employee Classification Act), and that the contractor will comply with all legal obligations with respect to these employees (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes). The

notice to bidders shall further provide that contractors may use affidavits required pursuant to the Employee Classification Act for this purpose, but that a failure to make the affirmative certification to the Purchasing Agent shall render the bidder ineligible for award of the contract.

The Purchasing Agent shall immediately include the following provisions in contracts for construction or delivery services:

(1) Contractor agrees that each individual performing services for the contractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and that contractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes).

(2) Contractor understands and agrees that failure to classify each individual hired to perform services under the contract as an employee rather than as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a grounds for rescission of the contract by the City.

(3) Contractor additionally agrees to include the following provisions in each subcontract entered into with a subcontractor as part of the contractor's contract with the City:

(a) Subcontractor agrees that each individual performing services for the subcontractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and that subcontractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay,

workers' compensation, unemployment compensation, and payment of federal and state payroll taxes).

(b) Subcontractor understands and agrees that subcontractor's failure to properly classify individuals hired to perform services under the subcontract as employees and not as independent contractors if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a grounds for rescission of the subcontract by the contractor.

(4) Contractor agrees that if subcontractor fails to or is suspected of failing to properly classify each individual hired pursuant to the subcontract as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or fails to comply with legal obligations with respect to the subcontractor's employee, the contractor shall take appropriate corrective action including, but not limited to, reporting the suspected violation of the State of Nebraska Employee Classification Act to the Nebraska Department of Labor or rescission of the subcontract by the contractor. Written notification of the corrective action shall be submitted to the City of Lincoln Purchasing Department. Contractor understands and agrees that contractor's failure to take appropriate corrective action shall be considered a breach of the contractor's contract with the City of Lincoln and is a grounds for rescission of the contract by the City.

(5) The City of Lincoln shall notify the Nebraska Department of Labor of any contractor or subcontractor it has determined is in breach of contract due to the terms of this order.

(6) Any contractor or subcontractor who shall have been determined by the Nebraska Department of Labor to have knowingly provided a false affidavit to the City of Lincoln

under the State of Nebraska's Employee Classification Act shall be referred to the Purchasing Agent of the City who shall determine whether to declare such contractor or subcontractor an irresponsible bidder who shall be disqualified from receiving any business from the municipality for a stated period of time, in accordance with Lincoln Municipal Code § 2.18.030(n)(1) or (2).

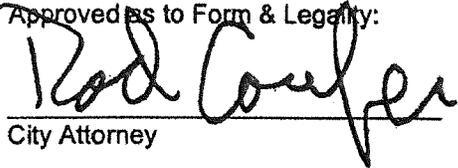
(7) This policy does not prohibit a contractor or subcontractor from hiring individuals to perform construction labor services as independent contractors, provided that the contractor's or subcontractor's use of such individuals as an independent contractor complies with the criteria found in subdivision 5 of Neb. Rev. Stat. § 48-604 and is otherwise valid under federal and state law and is not intended to circumvent lawful obligations under federal and state law or city contractual requirements.

The City Clerk is directed to send a copy of this Executive Order to Vince Mejer, City Purchasing Agent, for his record.

Dated this 28 day of July, 2010.


Chris Beutler, Mayor of Lincoln

Approved as to Form & Legality:


City Attorney

INSTRUCTIONS TO PROPOSERS

City of Lincoln, Nebraska, County of Lancaster, Public Building Commission "Owners"

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 Owners 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 health 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 Owners; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are instruments issued by the Owners 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 or County Staff or officers except in the course of Owner-sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

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 Owners 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 Owners have 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 Owners, and deemed to best serve Owners' requirements.
- 10.7 The Owners reserve 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 Owners.

11. TERMINATION/ASSIGNMENT

- 11.1 The Owners 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 Owners 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 Owners 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 Owners.

12. INDEMNIFICATION

- 12.1 The proposer shall indemnify and hold harmless the Owners, 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, loss 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 Owners 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 Owners 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 Owners are generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.
17.2 Materials used for Water services are taxable per Reg. 066.14A and no exemption certificate will be issued.

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 CLAUSE TO BE USED FOR ALL CONTRACTS LANCASTER
COUNTY, NEBRASKA; PUBLIC BUILDING COMMISSION, CITY OF LINCOLN,
NEBRASKA
OWNERS**

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the 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 Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Worker's Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in 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 of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$2,000,000 each Occurrence \$2,000,000 Aggregate
Personal Injury Damage	\$1,000,000 each Occurrence
Contractual Liability	\$1,000,000 each Occurrence
Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
- a. The coverage shall be provided under a Commercial General Liability form or similar thereto.
 - b. X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
 - c. The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
 - d. Contractual Liability coverage shall be included.
 - e. Products Liability and/or Completed Operations coverage shall be included.
 - f. Personal Injury Liability coverage shall be included.

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

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

- D. Railroad Contractual Liability Insurance: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).
- 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 Lancaster County Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.
- F. Builder's Risk Insurance (For Building Construction Contracts Only): Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein. Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.
- G. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.
- H. Certificate of Insurance: All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

Advertise 2 times
Wednesday, August 24, 2011
Wednesday, August 31, 2011

**City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO PROPOSERS**

Sealed proposals will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: **12:00 pm, Wednesday, September 14, 2011** for providing the following:

**RFP - Elevator Service, Maintenance and Testing
Bid No. 11-206**

A Pre-bid meeting will be held Thursday, September 1, 2011 at 9:00 a.m., at the Purchasing Department, 440 South 8th Street, Lincoln, NE.

Submitters must be registered on the City/County's E-Bid site in order to respond to the above Proposal. 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 for Sales Tax Exemption

FORM
13

• 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 Eletech, Inc.		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 8810 Blondo St.		
City Lincoln	State NE	Zip Code 68508	City Omaha,	State NE	Zip Code 68134

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.



Nebraska Resale or Exempt Sale Certificate

FORM
13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER				NAME AND MAILING ADDRESS OF SELLER			
Name Lancaster County				Name Eletech, Inc.			
Street or Other Mailing Address 555 South 10th Street				Street or Other Mailing Address 8810 Blondo St.			
City Lincoln	State NE	Zip Code 68508		City Omaha,	State NE	Zip Code 68134	

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.



Nebraska Resale or Exempt Sale Certificate

FORM
13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER				NAME AND MAILING ADDRESS OF SELLER			
Name Lincoln-Lancaster County Public Building Commission				Name Eletech, Inc.			
Street or Other Mailing Address 555 South 10th Street				Street or Other Mailing Address 8810 Blondo St.			
City Lincoln	State NE	Zip Code 68508		City Omaha	State NE	Zip Code 68134	

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.

Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax

PURCHASING AGENT APPOINTMENT	
Name and Address of Prime Contractor	Name and Address of Governmental Unit or Exempt Organization
Name Eletech, Inc.	Name City of Lincoln
Street or Other Mailing Address 8810 Blondo St.	Street or Other Mailing Address 555 So. 10th St.
City Omaha	City Lincoln,
State NE	State NE
Zip Code 68134	Zip Code 68508
Name and Location of Project	Appointment Information
Name Elevator Service, Maintenance & Testing	Effective Date (see Instructions) 01/01/12
Street or Other Mailing Address	Expiration Date 12/31/12
City	Nebraska Exemption Number (Exempt Organizations Only)
State	
Zip Code	

Identify Project
11-206

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.

The undersigned governmental unit or exempt organization appoints the above-named contractor and the contractor's delegated subcontractors as its agent to purchase and pay for building materials that will be annexed to real estate by them into the tax exempt construction project stated above.

**sign
here**

Authorized Signature of Governmental Unit or Exempt Organization

Purchasing Agent

Title

Date

DELEGATION OF PRIME CONTRACTOR'S AUTHORITY	
Name and Address of Subcontractor	Delegation Information
Name	Effective Date
Street or Other Mailing Address	Expiration Date
City	Portion of Project
State	
Zip Code	

The undersigned prime contractor hereby delegates authority to act as the purchasing agent of the named governmental unit or exempt organization to the above-named subcontractor.

**sign
here**

Signature of Prime Contractor or Authorized Representative

Title

Date

INSTRUCTIONS

WHO MUST FILE. Any governmental unit or organization that is **exempt** from sales and use tax may appoint as its agent a prime contractor to purchase building materials and/or fixtures that will be annexed to property that belongs to or will belong to the governmental entity or exempt organization pursuant to a construction contract with the governmental unit or exempt organization. The appointment of the prime contractor as its agent is completed by issuing a Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, to the prime contractor. The Form 17 is required to be given to the contractor **BEFORE** he or she annexes building materials. The exempt organization or governmental unit must identify the project (e.g., east wing, chapel construction, or new school auditorium).

The exemption from the payment of the Nebraska and local option sales and use taxes only applies if the governmental unit or exempt organization directly or through its contractor pays for the building materials.

WHEN TO FILE. A prime contractor engaging in a construction project with a governmental unit or exempt organization must receive a properly completed and signed Form 17 **BEFORE** any building materials are annexed. If Form 17 is not issued, the contractor must pay the sales and use taxes and the governmental unit or exempt organization may obtain a refund of the taxes paid by the contractor.

WHERE TO FILE. A copy of the completed form should be retained by the governmental unit or exempt organization

Visit our Web site: www.revenue.ne.gov or call 1-800-742-7474 (toll free in NE and IA) or 1-402-471-5729.

Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax

PURCHASING AGENT APPOINTMENT					
Name and Address of Prime Contractor			Name and Address of Governmental Unit or Exempt Organization		
Name Eletech, Inc.			Name Lancaster County		
Street or Other Mailing Address 8810 Blondo St.			Street or Other Mailing Address 555 So. 10th St.		
City Omaha	State NE	Zip Code 68134	City Lincoln,	State NE	Zip Code 68508
Name and Location of Project			Appointment Information		
Name Elevator Service, Maintenance & Testing			Effective Date (see Instructions) 01/01/12		
Street or Other Mailing Address			Expiration Date 12/31/12		
City	State	Zip Code	Nebraska Exemption Number (Exempt Organizations Only)		

Identify Project 11-206 **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.**

The undersigned governmental unit or exempt organization appoints the above-named contractor and the contractor's delegated subcontractors as its agent to purchase and pay for building materials that will be annexed to real estate by them into the tax exempt construction project stated above.

sign here ▶

Authorized Signature of Governmental Unit or Exempt Organization

Purchasing Agent

Title

Date

DELEGATION OF PRIME CONTRACTOR'S AUTHORITY					
Name and Address of Subcontractor			Delegation Information		
Name			Effective Date		
Street or Other Mailing Address			Expiration Date		
City	State	Zip Code	Portion of Project		

The undersigned prime contractor hereby delegates authority to act as the purchasing agent of the named governmental unit or exempt organization to the above-named subcontractor.

sign here ▶

Signature of Prime Contractor or Authorized Representative

Title

Date

INSTRUCTIONS

WHO MUST FILE. Any governmental unit or organization that is **exempt** from sales and use tax may appoint as its agent a prime contractor to purchase building materials and/or fixtures that will be annexed to property that belongs to or will belong to the governmental entity or exempt organization pursuant to a construction contract with the governmental unit or exempt organization. The appointment of the prime contractor as its agent is completed by issuing a Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, to the prime contractor. The Form 17 is required to be given to the contractor **BEFORE** he or she annexes building materials. The exempt organization or governmental unit must identify the project (e.g., east wing, chapel construction, or new school auditorium).

The exemption from the payment of the Nebraska and local option sales and use taxes only applies if the governmental unit or exempt organization directly or through its contractor pays for the building materials.

WHEN TO FILE. A prime contractor engaging in a construction project with a governmental unit or exempt organization must receive a properly completed and signed Form 17 **BEFORE** any building materials are annexed. If Form 17 is not issued, the contractor must pay the sales and use taxes and the governmental unit or exempt organization may obtain a refund of the taxes paid by the contractor.

WHERE TO FILE. A copy of the completed form should be retained by the governmental unit or exempt organization

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Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax

PURCHASING AGENT APPOINTMENT	
Name and Address of Prime Contractor	Name and Address of Governmental Unit or Exempt Organization
Name Eletech, Inc.	Name Lincoln-Lancaster County Public Building Commission
Street or Other Mailing Address 8810 Blondo St.	Street or Other Mailing Address 555 So. 10th St.
City Omaha	City Lincoln,
State NE	State NE
Zip Code 68134	Zip Code 68508
Name and Location of Project	Appointment Information
Name Elevator Service, Maintenance & Testing	Effective Date (see Instructions) 01/01/12
Street or Other Mailing Address	Expiration Date 12/31/12
City	Nebraska Exemption Number (Exempt Organizations Only)
State	
Zip Code	

Identify Project
11-206

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.

The undersigned governmental unit or exempt organization appoints the above-named contractor and the contractor's delegated subcontractors as its agent to purchase and pay for building materials that will be annexed to real estate by them into the tax exempt construction project stated above.

**sign
here**

Authorized Signature of Governmental Unit or Exempt Organization

Purchasing Agent

Title

Date

DELEGATION OF PRIME CONTRACTOR'S AUTHORITY	
Name and Address of Subcontractor	Delegation Information
Name	Effective Date
Street or Other Mailing Address	Expiration Date
City	Portion of Project
State	
Zip Code	

The undersigned prime contractor hereby delegates authority to act as the purchasing agent of the named governmental unit or exempt organization to the above-named subcontractor.

**sign
here**

Signature of Prime Contractor or Authorized Representative

Title

Date

INSTRUCTIONS

WHO MUST FILE. Any governmental unit or organization that is **exempt** from sales and use tax may appoint as its agent a prime contractor to purchase building materials and/or fixtures that will be annexed to property that belongs to or will belong to the governmental entity or exempt organization pursuant to a construction contract with the governmental unit or exempt organization. The appointment of the prime contractor as its agent is completed by issuing a Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, to the prime contractor. The Form 17 is required to be given to the contractor **BEFORE** he or she annexes building materials. The exempt organization or governmental unit must identify the project (e.g., east wing, chapel construction, or new school auditorium).

The exemption from the payment of the Nebraska and local option sales and use taxes only applies if the governmental unit or exempt organization directly or through its contractor pays for the building materials.

WHEN TO FILE. A prime contractor engaging in a construction project with a governmental unit or exempt organization must receive a properly completed and signed Form 17 **BEFORE** any building materials are annexed. If Form 17 is not issued, the contractor must pay the sales and use taxes and the governmental unit or exempt organization may obtain a refund of the taxes paid by the contractor.

WHERE TO FILE. A copy of the completed form should be retained by the governmental unit or exempt organization

Visit our Web site: www.revenue.ne.gov or call 1-800-742-7474 (toll free in NE and IA) or 1-402-471-5729.