

**PURCHASE AGREEMENT**  
**with Bound Tree Medical, LLC Regarding**  
**Lincoln Fire & Rescue's Purchase of Pharmaceutical Dispenser Machines**

This AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Lincoln, Nebraska, a Municipal Corporation of the State of Nebraska, (hereinafter referred to as the "City") and Bound Tree Medical, LLC, (hereinafter referred to as "Bound Tree.")

WHEREAS, Bound Tree has offered to provide the products and services with the payment terms described in Exhibit A, with the insurance requirements described in Exhibit B, and subject to the General Conditions described in Exhibit C; and

WHEREAS, the City desires to contract with **Bound Tree** to fulfill Bid No. 12-015 for the purchase of Controlled Access Pharmaceutical Dispenser Machines along with Bound Tree providing the necessary Software, Service, Training, Support, Server Hosting, and Data Storage.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. The City contracts with **Bound Tree** to deliver the goods and services hereinafter set forth.
2. Goods and Services. **Bound Tree** represents that it is equipped, competent, and able to perform, and that it will deliver all goods and services hereinafter set forth in a diligent, competent, and workmanlike manner. **Bound Tree** will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth full herein: **Bound Tree** Supplier Responses to Purchasing, attached hereto as Exhibit A; Insurance requirements, attached hereto as Exhibit B; and General Conditions, attached hereto as Exhibit C. If there are any conflicts between the exhibits, the City's documents shall control.
3. Service Agreement. **Bound Tree** agrees to provide the necessary Software, Service, Training, Support, Server Hosting, and Data Storage for the use of the Controlled Access Pharmaceutical Dispenser Machines for the first thirty-six (36) months of this Agreement.
4. **Amount Not To Exceed:**  
It is expressly understood that in no event will the total compensation to be paid to **Bound Tree** under the terms of this contract for the products set forth in the Supplier Responses, and for reimbursement of authorized expenses, exceed the sum of thirty-six thousand, three hundred, fifty-nine dollars and ninety-seven cents (\$36,359.97) without a written agreement

signed by the parties. If additional goods are requested by the City, **Bound Tree** will prepare and submit to the City an estimate of the total cost associated with such additional goods. The City will review and approve in writing such cost estimate for additional goods and the total compensation and reimbursement to be paid by the City to **Bound Tree** for such approved additional goods shall not exceed the approved amount.

5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and Bound Tree.

City of Lincoln, Nebraska

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date:

Approved as to form & legality:

\_\_\_\_\_  
Law Department

Approved:

\_\_\_\_\_  
Fire Department

Bound Tree Medical, LLC

Andrew Love

Title: VICE PRESIDENT OF MARKETING

Date: 4/30/12

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

Bid Information		Contact Information		Ship to Information	
Bid Creator	Shelly Hinze, Buyer	Address	Purchasing	Address	Fire Station #01
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		1801 Q Street
Phone	1 (402) 441-8313		Lincoln, NE 68508		Lincoln, NE 68508
Fax	1 (402) 441-6513	Contact	Shelly Hinze, Buyer	Contact	
			Purchasing		
Bid Number	12-015	Department		Department	
Title	Controlled Access Pharmaceutical Dispenser Machines	Building	Suite 200	Building	
Bid Type	Bid	Floor/Room		Floor/Room	
Issue Date	12/28/2011	Telephone	1 (402) 441-8313	Telephone	
Close Date	1/11/2012 12:00:00 PM CST	Fax	1 (402) 441-6513	Fax	
Need by Date		Email	rhinze@lincoln.ne.gov	Email	

### Supplier Information

Company Bound Tree Medical, LLC  
Address 23537 Network Place  
  
Chicago, IL 60673  
  
Contact  
Department  
Building  
Floor/Room  
Telephone 1 (800) 5330523  
Fax 1  
Email  
Submitted 1/19/2012 11:35:23 AM CST  
Total \$36,359.97

Signature \_\_\_\_\_

Supplier Notes \_\_\_\_\_

Bid Notes \_\_\_\_\_

Bid Activities \_\_\_\_\_

Bid Messages \_\_\_\_\_

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Ambutrak	a) Could Ambutrak Inventroy Asset and Management Software be installed at a later date for the machines. Yes/No _____.  b) If so list your cost for this upgrade if it is not included in your unit price below. \$_____. c) If you do not have the Ambutrak software would you consider the software so Lincoln Fire could upgrade to this software system with your machine. Yes/No _____.  d) What would the time frame be for the dispensing unit to be upgrade with the Ambutrak? _____	Yes. Pricing TBD
5	Annual Software, Service, Training and Support	List your annual cost per machine for a minimum of 36 months for Software, Service, Training, Support, Server Hosting and Data Storage	See pricing below
6	Monthly/Annual Cost	. a) AFTER the minimum 36 months, list your monthly/annual cost per machine for Software, Service, Training, Support, Server Hosting and Data Storage.  Monthly/Annual \$___/____.  b) If after the 36 months the City would like to continue this service for an additional minimum of 5 years would this cost remain the same. Yes/No _____.  c) If cost changes what would the annual cost be? \$_____.	\$1000.00 dollars per year after the 3 years and we can lock that in for 5 years. Price increases will only be passed on if we receive mfr increases.
7	Vend Network Server	Does your company host the Vend Network Server? Yes/No. If No list your server.	No, this is handled through U-SELECT-IT CORP
8	Service Contract Terms	I acknowledge attaching my terms and conditions for the Software, Service, Training, Support, Server Hosting and Data Storage in the response attachment section of the bid.	Y
9	Delivery	Delivery shall be FOB to three seperate locations within the City of Lincoln with all transportation charges paid.	agreed
10	Demo	I acknowledge I may be asked to demo my machine on site before an award is made.	Y
11	Contact	Name of person submitting this bid:	Anita Eichenlaub
12	Electronic Signature	Please check here for your electronic signature.	Yes



## EXHIBIT B

### INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

#### 1. GENERAL PROVISIONS

- A. **Indemnification.** Bound Tree shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by Bound Tree, 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 Bound Tree to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractor Included.** Bound Tree shall purchase and maintain in place insurance to protect Bound Tree and the City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Bound Tree shall not commence work under this contract until Bound Tree has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall Bound Tree allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage is to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve Bound Tree from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

#### 2. INSURANCE REQUIREMENTS

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

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

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance, or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass, or crossing.

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

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

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

**C. Commercial General Liability Insurance.**

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

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

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

- Coverage for all premises and operations
  - Endorsement to provide the general aggregate per project endorsement
  - Personal and advertising injury included
  - Operations by independent contractors included
  - Contractual liability coverage included
  - X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation, and damage to property below the surface of ground.
  - Any fellow employee exclusions shall be deleted
  - Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
  - Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
  - Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.
- (3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).
- (4) The City may at its sole option, and in lieu of being additional insured on Bound Tree's policy, by written requirement in the Special Provisions or by written change order, require Bound Tree to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

**D. Vehicle liability insurance coverage.**

- Bound Tree shall provide reasonable insurance coverage for all owned, non-owned, hired, and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

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

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

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

G. **City included as Insured on Bound Tree's Policy – Endorsements required.**

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

### 3. **BOUND TREE'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

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

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

- is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
- is caused in whole or in part by any act or omission of Bound Tree, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.

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

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

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

- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
- (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.

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

#### **4. BOUND TREE'S INSURANCE FOR OTHER LOSSES.**

- A. Bound Tree shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Bound Tree, or Bound Tree's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Bound Tree shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

#### **5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.**

- A. Bound Tree shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Bound Tree's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of any loss or claim arising out of the Contract or related work and not otherwise known to or made against Bound Tree, the City shall promptly notify Bound Tree of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve Bound Tree of any liability or obligation hereunder.

#### **6. PROPERTY INSURANCE/ BUILDER'S RISK.**

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

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. Bound Tree's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.

## EXHIBIT C

# CITY OF LINCOLN, NEBRASKA GENERAL TERMS AND CONDITIONS

### I. Termination for Convenience

The City has the right to terminate this agreement for any reason for the City's own convenience. If the City terminates this agreement for convenience, the City shall provide a written notice of the same to Bound Tree. Upon termination, the City shall pay Bound Tree for any goods or services under the contract completed or delivered up to the date of termination.

### II. Duties Generally

Bound Tree agrees as follows:

- A. To timely and professionally deliver the Goods as described in the Agreement, and to furnish all labor, materials, and pay all costs, including any taxes, to complete the Goods.
- B. To furnish everything reasonably necessary to complete the Goods unless specifically provided otherwise in this agreement.
- C. To apply for and obtain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to Bound Tree or its goods.
- D. To conduct all activities related to the goods in a lawful manner.

### III. Insurance and Indemnification

Bound Tree agrees to maintain such insurance as will fully protect both Bound Tree and the City from any and all claims and to indemnify the City as to any payment the City makes for claims that were proximately caused by Bound Tree's actions while providing goods to the City.

### IV. Independent Contractor

The City is interested only in the results produced by this agreement. Bound Tree has sole and exclusive charge and control of the manner and means of performance. Bound Tree shall perform as an independent contractor and it is expressly understood that Bound Tree and its employees and officers are not employees of the City and are not entitled to any City employee benefits including, but not limited to, overtime, retirement benefits, worker's compensation, sick leave, or injury leave.

### V. Equal Employment

Equal employment opportunity in connection with the performance of work under this agreement, Bound Tree 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, Bound Tree shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code and shall take affirmative action to ensure that applicants are employed and that employees are

treated during employment without regard to their race, color, religion, sex, disability, national origin, age, or marital status.

VI. Ownership Rights

- A. Bound Tree transfers all rights, including those of a property or copyright nature in any works or materials produced under the terms of this agreement to the City. Bound Tree agrees that Bound Tree retains no interest or other rights in such works or materials under the copyright protections of 17 USC § 106 or any other law.
- B. The City has unrestricted rights of ownership of such works or materials and may freely utilize such works or materials as the City deems appropriate.

VII. Services to be Confidential

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

VIII. Copyrights, Royalties & Patents

Without exception, Bound Tree represents the consideration for this agreement includes Bound Tree's payment for any and all royalties or costs arising from patents, trademarks, copyrights, and other similar intangible rights in any way involved with or related to this agreement. Further, Bound Tree shall pay all related royalties, license fees, or other similar fees for any such intangible rights. Bound Tree shall defend suits or claims for infringement of any patent, copyright, trademark, or other intangible rights in any way related to this agreement.

IX. Copyright – Bound Tree's Warranty

- A. Bound Tree warrants that all material, processes, or other protected rights to be used in the Goods have been duly licensed or authorized by the appropriate parties for such use.
- B. Bound Tree agrees to furnish the City, upon demand, written documentation of such license or authorization. If unable to do so, Bound Tree agrees that the City may withhold a reasonable amount from Bound Tree's compensation herein to defray any associated costs to secure such license or authorization or defend any infringement claim.

X. Nebraska Law

This agreement shall be governed and interpreted by the laws of the State of Nebraska.

XI. Integration and Conflicts

This agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this agreement. If there are any conflicts between Bound Tree's documents or proposed terms and conditions and the City's documents, the terms and conditions of the City's documents shall control.

XII. Amendment

This agreement may be amended or modified only in writing signed by both the City and Bound Tree.

XIII. Severability

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XIV. Waiver of Contractual Right

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

XV. Assignability

Bound Tree shall not assign any interest in this agreement, delegate any duties or work required under this agreement, or transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to Bound Tree from City under this agreement may be assigned without such approval, but notice of any such assignment shall be furnished promptly to the City.

XVI. Audit & E-Verify

A. Bound Tree agrees that, if asked, Bound Tree shall make available to the City's contract auditor copies of all financial and performance related records and materials in compliance with Chapter 4.66 of the Lincoln Municipal Code.

B. 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.

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA

E-Bid

### 1. BIDDING PROCEDURE

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

### 2. BID SECURITY

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

### 3. BIDDER'S REPRESENTATION

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

**4. CLARIFICATION OF BIDDING DOCUMENTS**

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

**5. ADDENDA**

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

**6. INDEPENDENT PRICE DETERMINATION**

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

**7. ANTI-LOBBYING PROVISION**

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with the Mayor, any member of the City Council, or City staff except in the course of City sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

**8. BRAND NAMES**

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

**9. DEMONSTRATIONS/SAMPLES**

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

**10. DELIVERY (Non-Construction)**

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

**11. WARRANTIES AND GUARANTEES**

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

**12. ACCEPTANCE OF MATERIAL**

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

**13. BID EVALUATION AND AWARD**

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

**14. INDEMNIFICATION**

- 14.1 The Bidder shall indemnify and hold harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**15. TERMS OF PAYMENT**

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

**16. LAWS**

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

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

16.3 If there are any conflicts or inconsistencies between the Bidder's documents and the City's, the City's documents shall control.

**17. EQUIPMENT TAX ASSESSMENT**

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

**18. AFFIRMATIVE ACTION**

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

**19. LIVING WAGE**

19.1 The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.

19.2 If the contract is subject to the City Living Wage pursuant to Section 2.81 of the Lincoln Municipal Code, the Bidder agrees to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage. This wage is subject to change every July.

**20. INSURANCE**

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

**21. EXECUTION OF AGREEMENT**

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

- a. **PURCHASE ORDER**, unless otherwise noted.
1. This contract shall consist of a City of Lincoln Purchase Order.
  2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
- b. **CONTRACT**, unless otherwise noted.
1. City will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
  2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
  3. The City will sign and date the Contract and prepare an Executive Order or Directorial Order for signature.
  4. Upon approval and signature, the City will return one copy to the successful Bidder.

**22. TAXES AND TAX EXEMPTION CERTIFICATE**

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

22.2 Materials, supplies, labor & service used for the Water Division of the City of Lincoln are taxable per Reg. 066.14A and no exemption certificate will be issued.

**23. CITY AUDIT ADVISORY BOARD**

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

**24. E-VERIFY**

24.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the winning bidder 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 winning bidder 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 winning bidder shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to [www.uscis.gov/everify](http://www.uscis.gov/everify).

**Advertise 1 Time**  
**Wednesday, December 28, 2011**

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

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: 12:00 pm, CST, Wednesday, January 11, 2012 for providing the following:

**Controlled Access Pharmaceutical Dispenser Machine**  
**Spec. No. 12-015**

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To Register go to: [lincoln.ne.gov](http://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) 441-8313 or 441-7410 or [rhinze@lincoln.ne.gov](mailto:rhinze@lincoln.ne.gov)

**Specifications  
for  
Controlled Access Pharmaceutical Dispenser Machine**

**1. SUPPLEMENTAL INSTRUCTION TO BIDDERS**

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for the purchase of (3) three Controlled Access Pharmaceutical Dispenser Machines for City of Lincoln Fire Department.
- 1.2 Contractor shall submit bid documents and supporting material via e-bid.
- 1.3 All inquiries regarding these specifications shall be directed to Shelly Hinze, Buyer, via e-mail request to ([rhinze@lincoln.ne.gov](mailto:rhinze@lincoln.ne.gov)) or faxed request to (402) 441-6513.
  - 1.3.1 These inquiries and/or responses shall be distributed to prospective Vendors electronically as an addenda.
  - 1.3.2 No direct contact is allowed between vendor and other City staff throughout the bid process.
    - 1.3.2.1 Failure to comply with this directive may result in vendor bid being rejected.
- 1.4 The equipment furnished under this specification must be new and of the latest improved model in current production.

**2. MODEL**

- 2.1 The Controlled Access Pharmaceutical Dispenser Machine furnished under these specifications shall be new of the latest improved model in current production as offered to the commercial trade.
  - 2.1.1 Example Model:
    - 2.1.1.1 UCapIt EMS 5
    - 2.1.1.2 Red
  - 2.1.2 Example listed is intended to show the type of Controlled Access Pharmaceutical Dispenser Machine desired.
- 2.2 Vendors are cautioned to read the specifications carefully.
  - 2.2.1 Specifications may include special requirements not commonly offered by your standard equipment.
  - 2.2.2 Do not assume your standard equipment meets all detailed specifications merely because it is listed above as an example.

**3. FEATURES**

- 3.1 Electronic locking mechanism
- 3.2 LED lighting
- 3.3 Accept incident numbers to tie supplies utilized to incident numbers
- 3.4 Standard selection slots of 43; Configurable up to 64 items
- 3.5 115 VAC/60Hz, 1.2 AMPS
- 3.6 Off line vending feature, EXCEPT controlled medications or no off line vending
- 3.7 Expired medicines/narcotics will not vend.
- 3.8 ½" thick plexi glass on viewing window.
- 3.9 Single item dispensing within specified time periods
- 3.10 Allocation coding for controlled access
- 3.11 Alerts shall be sent to key personnel via email and/or text for these key features:
  - 3.11.1 Low stock positions

- 3.11.2 Expiring product
- 3.11.3 Out of range temperature
- 3.11.4 Loss of internet connection
- 3.11.5 Power loss
- 3.11.6 Usage spikes
- 3.11.7 Expired medications/narcotics slot shall shut down so no dispensing of the expired drug.
- 3.14 Electronic display
  - 3.14.1 Communicates all dispensing and programming data to the approved technicians or manager
- 3.15 Card reader to read a Iconas proximity cards with dual verification via a unique PIN number.
- 3.16 The machine must be capable of accepting an unlimited number of profiles with no additional cost for the profiles.
- 3.17 Durable cabinet and door construction
  - 3.17.1 Uniquely designed and constructed with 14 gauge steel channel stiffeners with 20 gauge over wrap, single seam is welded, dispensing area has double steel flap making access to product area by human hand impossible and internal bracing.
- 3.18 Access for restocking machine shall be restricted to specific employees
- 3.19 Americans with Disabilities Act Compliant
- 3.20 Able to upgrade to accommodate the large storage locker system.

#### 4. **REFRIGERATION**

- 4.1 Machine shall be configured up to 3 coiled areas to control temperature ranges of 36 - 46°F.
  - 4.1.1 More areas may be added at a later date.

#### 5. **SOFTWARE**

- 5.1 Web base VendNetwork supporting software enables the supply unit to track the inventory in our stock room so that the complete chain of products can be tracked for reordering and expiration status.
  - 5.1.1 Delivery Sensor System
- 5.3 Verified Vend technology, senses and confirms each transaction
- 5.2 History of all transactions
- 5.3 Allocation codes for tracking features.
- 5.4 Machine shall have customizable, automizable and automated capability for reporting.
  - 5.4.1 Usage reports, re-stock lists, inventory position and many other management reports shall be able to be generated and printed online or exported to the desktop for manipulation or import purposes for billing/tracking software or sent at regular intervals to the administrator's email(s).
- 5.5 Machine shall have an encrypted web based interface for 24/7 access control through a secure login.
  - 5.5.1 SQL 2008 Database Engine and Connect Via Ethernet or equivalent
    - 5.5.1.1 Vendor shall maintain and install on their secure server site.
  - 5.5.2 Must support 3 megabyte download speed and 768 kilobyte upload speed.
- 5.6 Current inventory control system in place is Ambutrak Inventory Asset and Management Software.

- 5.6.1 If machine has upgrade capability Lincoln Fire and Rescue would like to upgrade to Ambutrak when the option becomes available.

6. **SERVICE, TRAINING, SOFTWARE AND SUPPORT**

6.1 The unit price shall include delivery, setup, training, 36 month service contract and all software upgrades during the service contract period.

- 6.1.1 Price for additional yearly cost for service contract and software upgrades shall be entered into the attribute section of the bid.

7. **STOCKING OF MACHINE**

7.1 Lincoln Fire & Rescue will stock and maintain all medications and pharmaceuticals that will be stored in the machine.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/16/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Columbus OH Office 445 Hutchinson Avenue Suite 900 Columbus OH 43235 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (847) 953-5390		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Sarnova, Inc. Bound Tree Medical, LLC 5000 Tuttle Crossing Blvd. Dublin OH 43016 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Federal Insurance Company		20281
	<b>INSURER B:</b> Chubb Indemnity Insurance Co.		12777
	<b>INSURER C:</b> Medmarc Casualty Ins Co		22241
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570046215489      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			35963943	11/01/2011	12/01/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG Excluded
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			7357-14-63	11/01/2011	12/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	71744319	11/01/2011	11/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	Products Liab			110H380019 Claims Made SIR applies per policy terms & conditions	11/01/2011	11/01/2012	Aggregate \$1,000,000 Occurrence \$1,000,000 SIR Per Occ \$25,000

Certificate No. : 570046215489

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 City of Lincoln, NE is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability policy.

<b>CERTIFICATE HOLDER</b>  City of Lincoln, NE Attn: Purchasing 440 South 8th Street, Ste. 200 Lincoln NE 68508 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast, Inc.</i>
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