

**AMENDMENT TO CONTRACT  
ANNUAL REQUIREMENTS OF CLEANING SERVICES FOR THE POLICE GARAGE  
QUOTE NO. 4455  
CITY OF LINCOLN  
ADDITIONAL LOCATION**

This Amendment is hereby entered into by and between Executive Janitorial Corp., 4940 South 114<sup>th</sup> Street, Suite 4, Omaha, NE 68137 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract dated June 19, 2013, under D.O. 09449, (the "Contract"), for **The Annual Requirements of Cleaning Services for the Police Garage, Quote No. 4455**, which is made a part hereof by this reference.

WHEREAS, the Contract was amended by City D.O. 11094 on May 14<sup>th</sup>, 2014, with estimated expenditures not to exceed \$2,867.00 without prior approval by the City of Lincoln; and

WHEREAS, the parties wish to amend the Contract to add cleaning services for the Parks & Recreation, Air Park West Center, as per Attachment A.

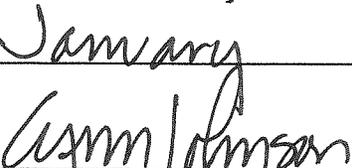
WHEREAS, the estimated expenditures for additional cleaning services for City Departments for the term shall not exceed \$2,500.00.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The parties wish to amend the Contract to add cleaning services for the Parks & Recreation, Air Park West Center, as per Attachment A.
- 2) The estimated expenditures for additional cleaning services for City Departments for the term shall not exceed \$2,500.00.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Dated this <u>7</u> day of <u>January</u> 2015  <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Parks and Recreation Director
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	Executive Janitorial Corp.
By: (Please Sign)	
By: (Please Print)	Rob Walbridge
Title: (Please Print)	President
Company Address: (Please Print)	4940 S. 114th St., Suit 4 OMAHA, NE 68137
Company Phone & Fax: (Please Print)	402-397-9131 402-397-0915
E-Mail Address: (Please Print)	Rob@executivejanitorialcorp.com
Date: (Please Print)	12/9/14
Contact Person For: "Orders or Service" (Please Print)	Rob Walbridge
Phone Number:	402.397-9131 ext 208

## Professional Cleaning Services Proposal

Prepared for:

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### **Air Park Recreation Center**

3720 NW 46th Street  
Lincoln , NE 68524

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Submitted By:

### **Executive Janitorial Corporation**

4940 South 114th Street, Suite 4

Omaha, NE 68137

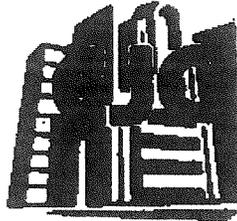
Robert Walbridge

President

402.397.9131

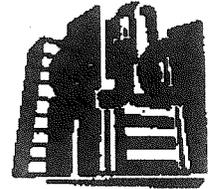
Rob@executivejanitorialcorp.com

www.executivejanitorialcorp.com



November 12, 2014

Executive Janitorial Corporation  
4940 South 114th Street, Suite 4  
Omaha, NE 68137



November 12, 2014

Ryan Mohling  
Air Park Recreation Center  
3720 NW 46th Street  
Lincoln, NE 68524

Dear Ryan ,

Subject: Janitorial Cleaning Project: Air Park Recreation Center, 3720 NW 46th Street, Lincoln , NE 68524

Thank you for allowing Executive Janitorial Corporation to prepare a professional cleaning service proposal for your consideration. We know it takes considerable time and effort to show any potential contractor your facility, and to provide them with the necessary information. *So again, thanks!*

Here are a few important highlights:

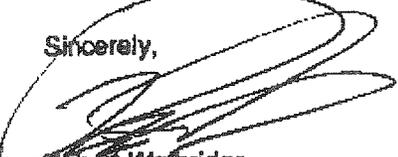
**Before we start...** All of our cleaners are thoroughly trained on how to perform each cleaning task, as well as on important safety issues. Our goal is to clean each customer's facility professionally and safely.

**During the start...** We know a seamless, no-hassle start-up is important to every customer. So at Executive Janitorial Corporation, we combine up-front preparation and training with strong management and direction to ensure a smooth, successful startup.

**After the start...** A systematic approach to keep your building looking good! At Executive Janitorial Corporation, we offer strong management and quality control to plan for, and not lose track of, the many necessary cleaning details.

We look forward to the opportunity of becoming a trusted and valued partner in improving and maintaining the appearance of your building. Please call if you have any questions, or need additional information as you review our proposal.

Sincerely,



Robert Warbridge  
President  
Executive Janitorial Corporation

**Air Park Recreation Center**  
**Professional Cleaning Services Proposal**

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**General**

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Executive Janitorial Corporation agrees to provide all labor, supervision, material, and equipment necessary to assure performance of specified cleaning service for the customer. This shall include all services described in the written specifications attached. Executive Janitorial Corporation agrees to furnish such cleaning service for a period of one year, the dates yet to be agreed upon.

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**Special Services**

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Hourly Rate For Deep Cleaning \$ 19.75

Hot Water Extraction \$0.15 per square foot  
Tile Floor Strip and Refinish \$0.45 per square foot  
Tile Floor Scrub and Refinish \$0.37 per square foot

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**Invoicing**

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Invoicing will be upon completion of the work. Payment is net 15 days.

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**Supervision**

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Adequate personnel and supervision will be furnished to ensure quality service.

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**Supplies**

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The customer will furnish all consumable products inclusive of but not limited to: toilet tissue, towels, trash liners and hand soap. If desired, Executive Janitorial Corporation can provide these products and invoice them separately.

Executive Janitorial Corporation will furnish all cleaning supplies inclusive of but not limited to: cleaning agents, disinfectants, etc.

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**Equipment**

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Executive Janitorial Corporation will furnish and maintain all necessary cleaning equipment inclusive of but not limited to: floor machines, buffers, carpet extractor, vacuums, maid carts, mop buckets, wringers, mops and brooms. The customer agrees to provide a secure space for storage of this equipment, as may be necessary.

Executive Janitorial Corporation will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customer's location.

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## Insurance

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Executive Janitorial Corporation will furnish all forms of insurance required by law and shall maintain the same in force.

- Comprehensive General Liability
- Property Damage
- Workers' Compensation
- Bonding
- \$ 3,000,000.00 Umbrella Form
- \$ 100,000.00 Employee Dishonesty Bond

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## Employee Status

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Personnel supplied by Executive Janitorial Corporation are deemed employees of Executive Janitorial Corporation and will not for any purpose be considered employees or agents of the customer.

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## Equal Opportunity Employer

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Executive Janitorial Corporation is an equal opportunity employer. All necessary employment forms will be maintained by our office as required by law.

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## Our Philosophy

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**Integrity:** We believe that this is consistent with superior service. We do not sacrifice our integrity and high ethical standards with our quest for growth.

**Customer Service:** Customers come First. We are available 24-7 and will meet whatever your needs may be. Full Service company providing floors, carpets, windows, etc.

**Professionalism:** We are proud of our company, our work and our employees. We recruit people who share our core values. We are licensed, insured, and bonded.

**Reputation:** Family owned, and have been in business for over 15 years.

# Insurance Certificate



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/8/2014

**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 INSURED (INSUREE(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 any of such endorsement(s).**

<b>PRODUCER</b> The Harry A. Kech Co. P.O. Box 45278 Omaha NE 68145 0278	<b>CONTACT</b> 402-861-7000 FAX: 402-861-7000
<b>INSURED</b> 0102268 Executive Janitorial Corporation 4840 South 114th St., Suite 4 Omaha NE 68137	<b>INSUREE(S) AFFORDED COVERAGE</b> NUMBER A: Sentinel Insurance Company Ltd 11000 NUMBER B: Hartford Fire Insurance Co 19682 NUMBER C: NUMBER D: NUMBER E:

**COVERAGES**      **CERTIFICATE NUMBER:** 179102484      **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.**

FORM	TYPE OF INSURANCE	CLASS CODE	POLICY NUMBER	START DATE	EXPIRES DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLYING PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PERIOD <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		0158ABW1101	4/20/2014	4/20/2015	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 \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SHARED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					OWNERS' DAMAGE LIMIT \$ MED EXP \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per occurrence) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIME <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIME <input type="checkbox"/> CLAIM-MADE LIM \$10,000,000		0158ABW2101	4/20/2014	4/20/2015	EACH OCCURRENCE \$2,000,000 AGGREGATE \$3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY (ANY PROPRIETOR PARTNER EXECUTIVE OFFICIALS ARE EXCLUDED) (Statutory in NE) (See description of operations below)	W/C	01WECAA8877	4/20/2014	4/20/2015	<input checked="" type="checkbox"/> PER <input type="checkbox"/> STATUTE <input type="checkbox"/> OTHER P.L. EACH ACCIDENT \$500,000 P.L. DISEASE - 9A EMPLOYEE \$500,000 P.L. DISEASE - POLICY LIMIT \$500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 901, Additional Permissive Schedules, may be attached if more space is required)**

Waiver of Subrogation applies for worker's compensation if required by written contract executed prior to loss.

<b>CERTIFICATE HOLDER</b>  <div style="border: 1px solid black; width: 100px; height: 30px; margin: 10px auto; text-align: center;">Sample</div>	<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 
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**Celebrating 15 Years of  
Outstanding Results**



The #1 choice for successful building service contractors

## **Membership in BSCAI Makes Us a Cut Above the Rest**

Our company delivers the quality service that you expect in a building service contractor. Our commitment to quality is exemplified by our membership in the Building Service Contractors Association International (BSCAI).

## **What does our membership in BSCAI mean for you?**

Our membership in Building Service Contractors Association (BSCAI) demonstrates our professional commitment to quality. We are a professional firm in the business of contract cleaning and our membership in BSCAI helps us stay on top of the industry. Being a member of BSCAI gives us the competitive edge which allows us to bring you the quality and service you deserve.

## **BSCAI Members adhere to the following Code of Ethics, which advocates professionalism and fair business practice among cleaning contractors:**

- To operate constantly in accordance with the best and fully accepted ethical business practices...
- To comply with all applicable laws and federal, state and local government regulations...
- To provide all services and products at fair, equitable and non-discriminatory charges...
- To furnish adequate equipment, qualified personnel and products of high quality to achieve and maintain the highest standard of performance...
- To provide courteous and prompt handling of all requests and complaints...
- To recognize and respect the legal right of competitors in the true spirit of individual initiatives and free competitive enterprise...
- To strive for continued improvement of the image and reputation of the industry by good business practices and enlightened public service in the community...
- To contribute regularly to the improvement of the industry's public reputation...
- To participate loyally in the industry's growth and progress through the activities and public interest efforts of the association...

## **PROFESSIONALISM - QUALITY - COMPETITIVE PRICING**

401 N. Michigan Ave., Suite 2200, Chicago, IL 60611 | Phone: (312) 321-5167 | Fax: (312) 673-6795 | E-mail: info@bscai.org | Web site: www.bscai.org

AMENDMENT TO AGREEMENT  
CITY OF LINCOLN  
ANNUAL SUPPLY OF CLEANING SERVICES FOR THE POLICE GARAGE  
QUOTE 4455 – BACKGROUND CHECK REQUIRED  
FIRST RENEWAL

This Amendment is hereby entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Executive Janitorial Corp., 4940 South 114<sup>th</sup> Street, Suite 4, Omaha, NE 68137 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated June 19, 2013, under D.O. No. 09449, (the "Agreement"), for **The Annual Supply of Cleaning Services for the Police Garage, Quote 4455**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is June 19, 2013 through June 18, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning June 19, 2014 through June 18, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$2,867.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from June 19, 2014 through June 18, 2015.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$2,867.00 without prior approval by the City of Lincoln.
- 3) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this 14<sup>th</sup> day  
of May 2014

[Signature]  
Police Chief

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	Executive Janitorial Corporation
By: (Please Sign)	
By: (Please Print)	Robert Walbridge
Title: (Please Print)	President
Company Address: (Please Print)	4940 So 114th St. Suite 4 OMAHA, NE 68137
Company Phone & Fax: (Please Print))	402.397.9131 402.397.0915
E-Mail Address: (Please Print)	Rob@executivejanitorialcorp.com
Date: (Please Print)	4/28/14
Contact Person For: "Orders or Service" (Please Print)	Robert Walbridge
Phone Number: (Please Print)	402.397.9131 ext 208

10551

**AMENDMENT TO AGREEMENT  
CITY OF LINCOLN  
ANNUAL SUPPLY OF CLEANING SERVICES FOR THE POLICE GARAGE  
QUOTE 4455  
(Amendment to add Background Check Required)**

This Amendment is hereby entered into on this 10 day of December, 2013, by and between Executive Janitorial Corp., 4940 South 114<sup>th</sup> Street, Suite 4, Omaha, NE 68137 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated June 19, 2013, under D.O. No. 09449, (the "Agreement"), for The Annual Supply of Cleaning Services for the Police Garage, Quote 4455, which is made a part hereof by this reference.

WHEREAS, the parties wish to amend the Agreement to include: Background checks are required/mandatory for all employees. Employer shall provide names of all employees as changes; such as new employees or employees not employed with company anymore; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The parties wish to amend the Agreement to include: Background checks are required/mandatory for all employees. Employer shall provide names of all employees as changes; such as new employees or employees not employed with company anymore.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

**Official City Use Only**

Dated this <u>17<sup>th</sup></u> day
of <u>January</u> 2013
 _____ Chief of Police

**Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.**

<b>Company Name: (PLEASE PRINT)</b>	<u>Executive Janitorial Corp.</u>
<b>By: (PLEASE PRINT)</b>	<u>Rob Walbridge</u>
<b>By: (PLEASE SIGN)</b>	
<b>Title:</b>	<u>President</u>
<b>Company Address: (PLEASE PRINT)</b>	<u>4940 South 114<sup>th</sup> St. Suite 4 Omaha, NE 68137</u>
<b>Company Phone &amp; Fax: (PLEASE PRINT)</b>	<u>402.397.9131 402.397.0915</u>
<b>E-Mail Address: (PLEASE PRINT)</b>	<u>Rob@executivejanitorialcorp.com</u>
<b>Date (PLEASE PRINT)</b>	<u>December 10<sup>th</sup> 2013</u>

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN  
NEBRASKA**

**ANNUAL REQUIREMENTS  
FOR  
Cleaning Services  
for the Police Garage  
Quote No. 4455**

**Executive Janitorial Corp.  
4940 South 114<sup>th</sup> Street, Suite 4  
Omaha, NE 68137  
(402)397-9131**

**CITY OF LINCOLN  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between **Executive Janitorial Corp., 4940 South 114<sup>th</sup> Street, Suite 4, Omaha, NE 68137**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

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

For providing **Annual Requirements for Cleaning Services for the Police Garage, Quote No. 4455** and,

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

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

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

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

**Agreement to full proposal and Attribute 8.**

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

**The City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The total cost of products or services for City department shall not exceed \$3,000.00, plus any additional stripping and waxing at .40 per square foot, during the contract term without approval.**

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 City may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term, with option to renew for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Agreement
  2. Accepted Proposal/Supplier Response
  3. Special Provisions
  4. Specifications
  5. Instructions to Bidders
  6. Insurance Requirements

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

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

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

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

ATTEST:

*Teresa J. Meier*  
City Clerk



CITY OF LINCOLN, NEBRASKA

*[Signature]*  
Chief of Police

Approved by Directorial Order 09449

dated June 19, 2013

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

*[Signature]* (SEAL)  
Secretary

*Executive Janitorial Corp*  
Name of Corporation

*4940 S 114th St Suite 4 Omaha Ne 68137*  
(Address)

By: *Robert Walbridge*  
Duly Authorized Official

*Chief Operating Officer*  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

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

Bid Information		Contact Information		Ship to Information	
Bid Creator	Sharon R. Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	Police Garage 635 J Street Lincoln, NE 68508
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact	Pat Wenzl
Phone	(402) 441-7410				
Fax	(402) 441-6513				
Bid Number	4455	Department	Purchasing	Department	Building
Title	Cleaning Services for the Police Garage	Building	Suite 200	Floor/Room	Telephone
Bid Type	Quote	Floor/Room		Fax	
Issue Date	05/03/2013	Telephone	(402) 441-7428	Email	
Close Date	5/10/2013 11:00:00 AM CT	Fax	(402) 441-6513		
Need by Date		Email	smulder@lincoln.ne.gov		

## Supplier Information

Company Executive Janitorial Corp.  
Address 4940 South 114th Street, Suite 4

Omaha, NE 68137

Contact  
Department  
Building  
Floor/Room

Telephone 1 (402) 397-9131

Fax 1 (402) 397-0915

Email

Submitted 5/10/2013 8:37:51 AM CT

Total \$214.45

Signature \_\_\_\_\_

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

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

## Bid Activities

Date	Name	Description
5/8/2013 2:30:00 PM	Pre-Bid Meeting	Pre-bid meeting will be held on Wednesday, May 8th at 2:30 pm, located at the Police Garage; 635 "J" Street.

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

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Contact	Name of person submitting this bid:	Rob Walbridge
6	Performance Bond	I acknowledge that a Performance Bond in the sum equal to two (2) monthly charges for 1st year of the Contract amount will be required with the signed contract upon award of this job.	Yes
7	Bid Bond Submission - City	I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of \$250.00; as a guarantee of good faith shall be made payable to the order of the City 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.
8	Renewal is an Option	Contract Extension Renewal is an option.	Yes
9	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
10	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract.  (a) Are your bid prices firm for the first one (1) year contract period. YES or NO  (b) Are your bid prices subject to escalation/de-escalation YES or NO  (c) If (b), state period for which prices will remain firm: through _____	(a) Yes (B) NO
11	References	I have attached my References to the Response Attachment section of this bid if I have not done business with the City of Lincoln or Lancaster County for the past three (3) years.	Yes
12	Additional Stripping and Waxing Tile Surfaces	The cost per square foot for additional stripping and waxing tile surfaces as requested by Police Administration is:	.40
13	Tax Exempt Certification Forms	Materials being purchased in this bid 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 excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes

14 Electronic Signature

Please check here for your electronic signature.

Yes

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## Line Items

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#	Qty	UOM	Description	Response
1	1	Month	Cleaning of the Police Garage Facility	\$214.45

Item Notes: <br>Price shall be per month per the requirements listed in the attached specifications.

Supplier Notes:

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Response Total: \$214.45

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**SPECIFICATIONS  
CLEANING SERVICES FOR THE  
POLICE GARAGE FACILITY**

**1. SCOPE OF THE PROJECT**

- 1.1 Lincoln Police Garage, herein after referred to as the City; desires bids from interested firms, here in after referred to as contractor(s), to provide cleaning services for the Lincoln Police Garage located at 635 "J" Street.
- 1.2 The cleaning service shall include all labor, materials, machines, appliances and equipment necessary to provide and perform to satisfaction
- 1.3 Preference for award will be given to the Contractors whose bid substantially meets all of the required specifications, duties, terms and conditions as defined in this request.
- 1.4 The first sixty (60) days of the contract period shall be a probationary period.
- 1.5 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.6 All inquiries regarding these specifications shall be directed via e-mail or faxed written requests to Sharon Mulder, Asst. Purchasing Agent ([smulder@lincoln.ne.gov](mailto:smulder@lincoln.ne.gov)) or fax: (402) 441-6513.
  - 1.6.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
  - 1.6.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
  - 1.6.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
    - 1.6.3.1 Failure to comply with this directive may result in Vendor bid being rejected.

**2. SITE VISIT/PRE-BID**

- 2.1 A site visit/Pre-bid will be held on **Wednesday, May 8, 2013 at 2:30 P.M.** at the site.
  - 2.1.1 All interested contractors must visit the site to insure their bid response is inclusive of all work to be performed.
- 2.2 No subsequent financial adjustments will be authorized due to failure of the contractor to include work detailed in the specifications or conditions present at the site.

**3. CONTRACTOR INSURANCE/BOND REQUIREMENTS**

- 3.1 The successful contractor shall furnish to the City certificate(s) of insurance in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all City Contracts" within fourteen (14) days.
- 3.2 Coverage shall remain in effect for the duration of the agreement, and the insuring company shall agree to add the City of Lincoln as an additional insured, and notify them with 30 days written notice of cancellation, non-renewal, or material change in coverage.
- 3.3 Vendors shall supply a bid bond or certified funds in the amount of two (2) months of your bid amount made out to the City of Lincoln Treasurer, as a guarantee of good faith to the Purchasing Department located at 440 South Eighth Street, Lincoln NE 68508, before the bid closing date.
  - 3.2.1 The funds will be returned once a contract with the selected vendor is completed.

**4. NO USE OF TOBACCO PRODUCTS**

- 4.1 The City does not allow smoking or the use of any tobacco products within its facilities and on any property surrounding its facilities.
  - 4.1.1 This ban applies to contractors and sub-contractors and their employees.

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

- 5.1 The use or possession of alcoholic beverages or illicit drugs will not be permitted on the City's property.
- 5.2 Any contract employee who reports for work showing evidence of an impaired condition shall not be permitted to remain on the premises.
  - 5.2.1 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 City may investigate as deemed necessary to determine the ability of the bidder to perform the required work, and the bidder shall furnish to the City all such information and data for this purpose.
- 6.2 The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy that the bidder is qualified to carry out the obligations of the contract and to complete the work specified herein.
- 6.3 The City may require a verbal interview with one, some or all of the interested bidders.
- 6.4 No bidder will be considered who is not at the present time actively engaged in the performance of Contract Cleaning Services and who cannot clearly demonstrate to the satisfaction of the City his/her ability to satisfactorily perform the work in accordance with the requirements of this specification.
- 6.5 Bidder shall provide at least three references from other customers or firms who have similar needs to the City.
  - 6.5.1 Any City/County Department/Agency currently using the Bidder's services must be included.
  - 6.5.2 Information regarding the satisfaction of existing and past customers will be a consideration in the award of this project.

7. **TERMINATION OF CONTRACT**

- 7.1 During Probationary period:
  - 7.1.1 The City reserves the right to terminate the contract at any time during the probationary period without cause, upon ten (10) days written notice.
  - 7.1.2 The City may terminate the contract as of August 31st of any fiscal year, should funds not be appropriated for the continuance of the contract into the following fiscal year.
  - 7.1.3 The City will give the contractor fifteen (15) days written notice of termination for lack of appropriated funds.
- 7.2 For cause:
  - 7.2.1 The City 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 Cleaning Services 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.
    - 7.2.1.6 If the Custodial Services are found not to be in compliance with the terms and conditions of the Specification Document and

accepted proposal, the City Agent shall notify the contractor of the complaint and non-compliance.

7.2.1.7 The contractor shall be give twenty-four (24) hours to correct the cause of the complaint.

7.2.1.8 If the city registers three (3) such complaints of non-compliance within any thirty (30) calendar day period, the city may cancel the contract for cause.

**8. PROVIDED BY THE CITY**

8.1 Materials provided by the City shall include: all restroom dispensers (paper, toilet tissue, etc.); all consumable paper products; entrance mats and runners; and waste paper baskets and plastic liners.

8.1.1 A reasonable supply of: lighting, power, gas, and water for use in the cleaning of the facility.

**9. PROVIDED BY THE CONTRACTOR**

9.1 All cleaning supplies (including: soaps, waxes, disinfectants, etc.), equipment (machines, buckets, mops, etc.), supplies (chemicals, applicators, rags, etc.) and labor to provide complete cleaning services as outlined in these specifications.

**10. COMMUNICATION AND SUPERVISION**

10.1 The contractor shall assign as supervisor or person of authority to coordinate all work performed for the City.

10.2 Contractor's Supervisor shall conduct a weekly inspection of the premises to insure compliance with the required work.

10.3 Contractor's supervisor shall confer at least once a month with the City's representative to insure that the work requested has been performed to the City's satisfaction.

10.3.1 Cities Representative is Beth Kohl and she can be reached at 441-6536.

10.4 The work outlined in these specifications shall not begin prior to 4:00 p.m. Monday through Saturday and shall be completed prior to 7:00 a.m. the following day.

**11. INDEPENDENT CONTRACTOR**

11.1 It is understood by submission of this offer the Bidder is an independent contractor and not an employee of the City for all purposes, including: wages, taxes, withholdings, benefits, and employee's relations, etc.

**12. INDEPENDENT PRICE DETERMINATION**

12.1 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.

**13. INDEMNIFICATION**

13.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, 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 part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed 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.

- 13.2 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 13 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

**14. DESCRIPTION OF TASKS AND EXPECTED FREQUENCY**

**14.1 PLUMBING FIXTURES AND DISPENSER CLEANING**

- 14.1.1 Shall be free of all deposits and stains so that the item is left without cleaning streaks, film, odor, or stains.  
14.1.2 AREA INVOLVED: All restrooms, toilets, sinks, showers and drinking fountain  
14.1.3 FREQUENCY: Daily

**14.2 SWEEPING**

- 14.2.1 Properly swept floor is free of dirt, dust, grit, lint, and debris, except imbedded dirt and grit.  
14.2.1.1 Corner and edges shall also be clean.  
14.2.2 AREA INVOLVED: All hard floor surfaces in break room, key room.  
14.2.3 FREQUENCY: Daily

**14.3 TRASH REMOVAL**

- 14.3.1 All waste receptacles shall be emptied and the contents shall be disposed of in the proper designated container provided by the City.  
14.3.2 All used trash liners are to be replaced as needed.  
14.3.3 AREA INVOLVED: All waste receptacles in the break room, restrooms, parts office, front offices, and large cans in the garage area  
14.3.4 FREQUENCY: Daily  
14.3.5 AREA INVOLVED: All small waste receptacles in the Garage area.  
14.3.6 FREQUENCY: Weekly

**14.4 VACUUM**

- 14.4.1 Properly vacuumed floor is free of all dirt, dust, grit, lint and debris with corners and edges also cleaned.  
14.4.2 AREA INVOLVED: All mats and runners.  
14.4.3 FREQUENCY: 2 times a week, as needed

**14.5 METAL CLEANING**

- 14.5.1 All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance.  
14.5.1.1 Any over-spray from the cleaner is to be removed from adjacent surfaces.  
14.5.2 AREA INVOLVED: All restroom and sink fixtures, drinking fountain  
14.5.3 FREQUENCY: Daily

**14.6 SPOT CLEANING**

- 14.6.1 A surface adequately spot cleaned is free of all stains, deposits, and is substantially free of cleaning marks.  
14.6.2 AREA INVOLVED: Any soiled area in the break room, restrooms, key room and offices.  
14.6.3 FREQUENCY: As needed

**14.7 DUSTING**

14.7.1 A properly dusted surface is free of all dirt and dust streaks, lint, and cobwebs.

14.7.2 AREA INVOLVED: All horizontal surfaces

14.7.3 FREQUENCY: Weekly

14.9 DAMP MOPPING

14.9.1 A satisfactorily damp mopped floor is without dirt, dust, marks, film, streaks, debris, or standing water.

14.9.2 AREA INVOLVED: All hard surface floors in the break room, restrooms, key room, and offices

14.9.3 FREQUENCY: Every other day or daily as needed

14.10 SCRUBBING

14.10.1 Scrubbing is satisfactorily performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains, marks, standing water, and floor has uniformly clean appearance.

14.10.2 AREA INVOLVED: All hard surface floors.

14.10.3 FREQUENCY: At least once a month in the break room, restrooms, key room. Offices, more if conditions require.

14.11 FLOOR FINISH REMOVAL

14.11.1 Finish removal is accomplished when surfaces have all finish removed to the flooring material, are free of dirt, stains, deposits, debris, cleaning solution, standing water and floor has uniform appearance when dry.

14.11.1.1 Plain water rinse and pickup must follow finish removal immediately.

14.11.2 AREA INVOLVED: All appropriate hard surface floors

14.11.3 FREQUENCY: At least once (1) every year, more frequently if conditions warrant.

14.11.4 **NOTE:** Assess floor condition at time of site visit to indicate necessity of this service.

14.12 FLOOR FINISHING

14.12.1 Undertaken by powered machines.

14.12.1.1 Finishing and sealing includes: 1) proper cleaning & preparation of surface including removal of residue/ previous cleanings, 2) proper rinsing of floors to remove all soap residue, 3) application of a minimum of three coats of floor finish on scrubbed floor and five coats on stripped floors.

14.12.2 AREA INVOLVED: Break room, restrooms, key room, and offices

14.12.3 FREQUENCY: At least once (1) every year, more frequently if conditions warrant.

14.12.4 **NOTE:** Floors must be finished in accordance with manufacturers recommended standards using a UL listed slip resistant floor finish.

14.12.5 **Assess floor condition at site visit.**

14.13 BATHROOM TILE

14.13.1 Wiping down the tile in the bathrooms.

14.13.2 AREA INVOLVED: All bathrooms.

14.13.3 FREQUENCY: As needed.

15. APPROXIMATE SPACE

15.1 We estimate the square footage of cleaning space to be as follows:

15.2 In General 1394 square feet of floor space As follows:

Fleet Managers Office	120
Account Clerk Office	180
Key Room	150
Part's Office	230
Service Desk/Entry	105
Shop Sink/Fountain	16
Entry to Break Room	36
Break Room	289
Women's Rest Room	28
Men's Locker Room	120
Men's Rest Room	120

**SPECIAL PROVISIONS  
FOR  
TERM CONTRACTS**

**PURCHASING DEPARTMENT  
CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA**

**1. ESTIMATED QUANTITIES**

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

**2. CONTRACT PERIOD**

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

**3. BID PRICES**

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
  1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
  2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
  3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
  4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
  5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
  6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.

9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.

10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

**4. CONTRACT ADMINISTRATION**

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

**5. QUARTERLY REPORT**

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
  1. Each ordering department.
  2. Items and quantities purchased by department.
  3. Total dollar amount of purchases by department.

# INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

## 1. GENERAL PROVISIONS

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

## 2. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

**D. Vehicle liability insurance coverage.**

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

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

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

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.
- G. **City included as Insured on Contractor's Policy – Endorsements required.**  
The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

### 3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:
- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:
    - is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
    - is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
  - (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
  - (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.
- D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

**4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.**

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

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

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

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

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

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

# 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 The Water Division of the City of Lincoln is 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).