



Bids Admin  
 Bid Requests Bid Responses Bid Awards

**Bid Detail**

Return

**Bid Information**

**Organization** Lincoln Purchasing (Lincoln Purchasing)  
**Buyer Name** Robert Walla Asst. Purchasing Agent  
**Buyer Email** rwalla@lincoln.ne.gov  
**Buyer Phone** 1 (402) 441-8309  
**Buyer Fax** 1 (402) 441-6513  
**Bid Number** 09-230 Addendum 3  
**Bid Title** RFP Leasing Space for Design Engineering  
**Bid Type** RFP  
**Bid Security** Sealed

**Issue Date & Time** 10/21/2009 3:00:00 PM Central  
**Close Date & Time** 12/2/2009 12:00:00 PM Central

**Bid Notes** This RFP requires a written response of your offer and supporting material. Addendums will be issued via e-bid. Please prepare your written response and return to our office as noted in the RFP according to the specifications. Also you must respond to the Attribute section of this electronic bid and submit before the closing date and time.

**Bid Status** Awarded  
**Status Reason** Bid request awarded by GCFDLW.  
**Response Status** No Response

**Ship to Information**

**Address** Purchasing\City & County  
 440 S. 8th St.  
 Lincoln, NE 68508 USA

**Contact Name** Vince M. Mejer  
**Contact Phone** (402) 441-7410  
**Contact Fax** (402) 441-6513  
**Contact Email** purchasing@lincoln.ne.gov

**Contact Information**

**Address** Purchasing\City & County  
 440 S. 8th St.  
 Lincoln, NE 68508 USA

**Contact Name** Vince M. Mejer  
**Contact Phone** 1 (402) 441-8314  
**Contact Fax** 1 (402) 441-6513  
**Contact Email** vmejer@lincoln.ne.gov

**Bill to Information**

**Address** Public Works  
 555 S. 10th  
 Lincoln, NE 68508 USA

**Contact Name** Tim Pratt  
**Department** Public works  
**Contact Phone** (402) 441 7593  
**Contact Fax**  
**Contact Email**

**Event Activities**

No Event Activities

**Bid Attachments**

# Name	Description
1 09-230_notice.pdf (6KB) [View]	Notice to Bidders
2 Instruction to Proposers - RFQ City 10-09.pdf (22KB) [View]	Instructions to Proposers
3 Insurance Clause City 2005 revised.pdf (23KB) [View]	Insurance Requirements
4 09-230.pdf (32KB) [View]	Specifications/Proposal Form
5 09-230ad1.pdf (5KB) [View]	Addendum No. 1
6 09-230ad2.pdf (5KB) [View]	Addendum No. 2
7 09-230 add.pdf (7KB) [View]	Addendum 3

Items 1-7 shown of 7

**Bid Attributes**

# Name	Note	Response Type
1 Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Required Checkbox
2 Specifications	I acknowledge reading and understanding the specifications.	Required Checkbox
3 Renewal is an Option	Contract Extension Renewal is an option.	Required List of Values

4 Proposal Submission	I have prepared and delivered/mailed to the City Purchasing Agent 8 copies of my proposal as requested in Section 1 of the Specifications in addition to submitting this electronic response.	Required	Checkbox
5 References	I have included my References in my proposal.	Required	Checkbox
6 Contact	Name of person submitting this bid:	Required	Short Text
7 Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: Attached Addendum No. 1.	Required	Checkbox
8 Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: Attached Addendum No. 2.	Required	Checkbox
9 Agreement to Addendum No. 3	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: SEE BID ATTACHMENT SECTION FOR ADDENDUM DETAILS.	Required	Checkbox

Items 1-9 shown of 9

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**Bid Messages**

No Bid Messages

**Event Participation**

Supplier Name	City	State	Contact
BAJCO Construction	Lincoln	NE	Brett Jones
Bar Capital Group	Long Beach	CA	
Capital Cold, LLC	Lincoln	NE	
Century Sales & Management Co.	Lincoln	NE	
Chase Suites by Woodfin	Lincoln	NE	
Commercial Realty Group, LLC	Lincoln	NE	
Concorde Management & Development, Inc.	Lincoln	NE	
De Lage Landen Public Finance	Kansas City	MO	
Experian Information Solutions	Costa Mesa	CA	Russ Tieman
Garrett	Lincoln	NE	
Great Place Properties	Lincoln	NE	
Green Gateau	Lincoln	NE	
Greenleaf Properties, Inc.	Lincoln	NE	
Grubb & Ellis Pacific Realty	Lincoln	NE	Cathi Johnson
Hampton Commercial Construction, Inc.	Lincoln	NE	
Haymarket Square Developers	Lincoln	NE	
Heinrichs Seeding	Carleton	NE	
Howell Construction LLC	lincoln	NE	
John & Pat Pittman	Raymond	NE	Pat or John Pittman
Kalwein	Lincoln	NE	
Kittelson Trucking	Lincoln	NE	
Laura M. Bell	Lincoln	NE	
Lewis Homes	lincoln	NE	
Lincoln Builders Bureau	Lincoln	NE	
Marcus & Millichap Real Estate Investment Services	Chicago	IL	
MER-HART FURNITURE	LINCOLN	NE	
Midwest Towing and Recovery	Lincoln	NE	
Nadler Modular Structures	Spring Valley	NY	
NAI FMA Realty	Lincoln	NE	
Sandquist Construction & Development	Lincoln	NE	
Sandstone Construction	Lincoln	NE	
Security National Properties	Eureka	CA	
Speedway Properties	Lincoln	NE	Ken Fougeron
Surface Sealers, Inc.	Lincoln	NE	
The Cornhusker, A Marriott Hotel	Lincoln	NE	
The Luckier Construction Co., Inc.	Lincoln	NE	
Thompson Realty Group, Inc.	Lincoln	NE	Jeff Fry
Wells Fargo Bank, NA	Lincoln	MO	

X-Tra Kleen, Inc.	Lincoln	NE
Zimmer Real Estate Services, L.C.	Kansas City	MO
ZSA Realty Group	Lincoln	NE

**Bid Line Items**

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**Line Specification****1 Commodity****Qty UOM Description**

1 EA Please prepare your written response and return to our office as instructed in Section 1 of the RFP specifications. Respond to the Attribute section (above) and Line Item 1 of this electronic bid and submit before the closing date and time. Enter a 0 for your response in this line item. YOU MUST RESPOND ELECTRONICALLY AND HAVE YOUR PROPOSAL RESPONSES TO THE PURCHASING OFFICE BEFORE THE RFP CLOSING DATE AND TIME.

**Commodity:** Real Property Rental or Lease

**Item Notes:**

Items 1-1 shown of 1

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**Advertise 1 time  
Wednesday, October 21, 2009**

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

Sealed responses will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: **12:00 pm, Wednesday, November 25, 2009** for providing the following:

**Request for Proposals  
Office Space Lease/Purchase  
Bid No. 09-230**

Proposers must be registered on the City/County's E-Bid site in order to respond to the above Bid. To Register go to: [lincoln.ne.gov](http://lincoln.ne.gov) (type: e-bid - in search box, then click "Supplier Registration"). You can view the bid without being registered by clicking on 'Current Bid Opportunities' on the E-Bid login page.

Upon e-mail notification of registration approval, you may go to the E-Bid site to respond to this bid. Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8314 or (402) 441-7410 or [vmejer@lincoln.ne.gov](mailto:vmejer@lincoln.ne.gov)

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**INSTRUCTIONS TO PROPOSERS**  
**CITY OF LINCOLN, NEBRASKA**  
**PURCHASING DIVISION**

**1. PROPOSAL PROCEDURE**

- 1.1 All responses to electronic RFQ's will be completed as outlined in this document and the specifications using a two step process.
  - A) Proposers shall respond electronically to all attributes and addendums as required.
  - B) All written responses and information shall be mailed or delivered to the Purchasing Agent as outlined in the specifications.
- 1.2 Proposer shall submit complete sets of the RFQ documents and all supporting material as indicated in the specifications. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the response/offer document.
- 1.3 Proposed prices, **if asked for**, shall be submitted on company letterhead with the proposal if the specifications indicate that price will be evaluated as part of the award criteria.
- 1.4 Failure to complete the electronic and written portions of the RFQ may cause the proposal to be rejected.
- 1.5 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.6 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Proposals received after the time and date established for receiving offers will be rejected.

**2. EQUAL OPPORTUNITY**

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

**3. DATA PRIVACY**

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.
- 3.3 Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.
  1. If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

**4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements

**5. INDEPENDENT PRICE DETERMINATION**

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

**6. SPECIFICATION CLARIFICATION**

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by electronic addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner than written form, will not be binding on the City; proposers shall not rely upon oral interpretations.

**7. ADDENDA**

- 7.1 Addenda are instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Changes made to the specification documents will be made by electronic addenda to all bidders via e-mail notice.
- 7.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.4 Proposers shall verify addendum receipt electronically prior to bid closing or RFP may be rejected.

### **8. ANTI-LOBBYING PROVISION**

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

### **9. SITE VISITATION**

- 9.1 Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance.
- 9.2 The Proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

### **10. EVALUATION AND AWARD**

- 10.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 10.3 **Fee envelopes MAY be opened** and evaluated as part of the criteria for ranking interested proposers.
- 10.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 10.5 A committee will be assigned the task of reviewing the proposals received.
1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
  2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 10.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the City, and deemed to best serve City requirements.
- 10.7 The City reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the City.

### **11. TERMINATION/ASSIGNMENT**

- 11.1 The City may terminate the Contract if the Contractor:
1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide/ complete the work as requested.
  2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
  3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 11.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a thirty (30) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the City shall pay Contractor in accordance with this section.
  2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- 11.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the City may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 11.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the City.

### **12. INDEMNIFICATION**

- 12.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract, including the loss of use resulting therefrom; is caused in whole or in part by any one of them or anyone for whose acts made by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 12.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

### **13. TERMS OF PAYMENT**

- 13.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

**14. LAWS**

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

**15. LIVING WAGE**

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

**16. AFFIRMATIVE ACTION**

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

**17. TAXES AND TAX EXEMPT CERTIFICATE**

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

**18. CITY AUDIT ADVISORY BOARD**

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

**19. E-VERIFY**

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

# 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.

**SPECIFICATIONS  
REQUEST FOR PROPOSAL  
OFFICE SPACE LEASE/PURCHASE**

**1. SCOPE**

- 1.1 The City of Lincoln is requesting sealed proposals for the purpose of leasing or leasing with the option to purchase or outright purchase of general office-type space for Public Works Engineering Services Division in Lincoln, Nebraska.
- 1.2 Proposals should be identified as "09-230" and must be received in the office of the Purchasing Agent, 440 South 8<sup>th</sup> Street, Suite 200, Lincoln, Nebraska 68508, no later than 12:00 noon, **Wednesday November 25, 2009.**
  - 1.2.1 Proposers shall submit 8 copies of their proposal.
  - 1.2.2 **Proposers must also complete and submit the electronic portion (Attributes and Line Item sections) of this proposal on the E-Bid system.**
    - 1.2.2.1 The electronic response of this proposal will include information such as proposal requirements and addendum acknowledgments.
    - 1.2.2.2 Electronic submittal must be submitted before the closing date and time of this proposal.
- 1.3 Proposals shall be valid for a period of seventy-five (75) days from opening date.
- 1.4 It is anticipated that approximately 23,500 square feet of net leasable space will be needed depending on the arrangement of offices, conference rooms, and other areas as herein specified.
  - 1.5.1 No offices will be located in a basement.
  - 1.5.2 The 23,500 sq. ft. will be from the 1st floor and/or up.
  - 1.5.3 It is anticipated said office shall have 74 employees.
- 1.5 The City of Lincoln reserves the right to reject any or all proposals, wholly or in part, to waive any technicality in any proposals, to make awards in a manner deemed in the best interest of the City of Lincoln.
- 1.6 The City shall be deemed as the primary lessee and as such have first rights of refusal to any space that may become available.
- 1.7 Space must be available for occupancy by the end of June, 2010.

**2. GENERAL REQUIREMENTS**

- 2.1 The Lease Space Requirements which follow are approximate requirements and may be adjusted depending on specific existing conditions, building renovation, or new construction requirements or arrangement and efficiencies of the proposed space.
- 2.2 Attachment A is a lease space schedule; it is a breakdown of estimated space requirements for each section.
  - 2.2.1 The proposer shall use the "Space Req'd (sf)" column of figures, which totals 23,500 square feet, as the approximate basis for computing the lease amounts.
- 2.3 The location of the space, which could be in one (1) existing building or a newly constructed building or one or more buildings may be used to meet the square footage requirements as long as the second building is integrated via doorway or hallway.
- 2.4 If necessary, an allowance equal to an average of \$40.00 per square foot for the finishing of tenant spaces.
- 2.5 If necessary, the demolition of all proposed space may be required for the new space to meet the City's requirements.
- 2.6 The space must be free of asbestos and lead -based paint.
- 2.7 The following forms must be included with the proposal:
  - 2.7.1 Disclosure Statement (Form No.1)
  - 2.7.2 Personal property tax statement (Form No.2)

**3. ADDITIONAL REQUIREMENTS**

- 3.1 It is preferred that all space for a single section be located on one floor; but a division may be split between two floors if necessary.
  - 3.1.1 Sections can not be split between floors.
  - 3.1.2 All spaces are to be accessible and meet ADAAG requirements.
- 3.2 Restrooms of a quantity to satisfy code requirements and the City of Lincoln shall be provided.
  - 3.2.1 Sets of restrooms designed to be fully accessible for clients, visitors and employees shall be conveniently located.
- 3.3 Restrooms, mechanical rooms, telephone/data cable rooms, elevator shafts, stairways, and all circulation space outside the demising walls are not included in the spaces indicated above and should **NOT** be included in the "net leasable space" proposed.

**4. AVAILABILITY**

- 4.1 It is desired that the proposed space be finished and available for occupancy no later than **June 30, 2010**.
- 4.2 The City of Lincoln shall work with the proposer to determine if portions of the total space may be made available for occupancy prior to **June 30,2010**
- 4.3 Following is a tentative schedule:

Tentative Schedule  
Issue RFP

October 21, 2009	October 21, 2009
November 16, 2009	Last day for questions
November 25, 2009	Receive Proposals, 12:00 noon Central time
Mid December	Select Lessor/Developer; Begin Space Planning
Mid January	Finalize Design and Planning
End January	Begin Construction
June 30, 2010	Space Available and Begin Move
September 2010	Complete Move In

**5. LEASE PROVISIONS**

- 5.1 Term of lease is to be for a four (4) year period with the option to renew for an additional four (4) year period.
- 5.2 The City of Lincoln may consider a longer term lease if it is deemed to be in the best interest of the City of Lincoln to do so.

**6. LOCATION**

- 6.1 The proposed office space shall be within a fifteen (15) minute drive the City/County Building located at 555 South 10<sup>th</sup> Street.
- 6.2 A Fiber Optic Network is in place and it will be mandatory that the leased space defined in the Request for Proposal be connected to this fiber optic network.
- 6.3 The City of Lincoln will pay for and make the connection to this fiber optic network.
  - 6.3.1 However, if this network is not adjacent the proposed building, the cost to extend it to the property line shall be part of the evaluation and subject to negotiations.

**7. PROPOSAL**

- 7.1 To be considered valid, your sealed proposal must contain all information necessary to fully describe the space being offered and the total cost involved.
  - 7.1.1 You must also submit the electronic portion of the RFP.
- 7.2 At a minimum, each proposal must contain the following documents and/or information.
  - 7.2.1 General Description
  - 7.2.2 A description of space being proposed including the location, name and address of the building, amount of net leasable square feet, approximate age of the building, etc.
    - 7.2.2.1 Floor plan diagrams depicting the proposed space (not as to be finished but as it exists) and its location in the building are also required.
    - 7.2.2.2 This floor plan must also indicate, if existing, the location of rest rooms and entrances for the disabled, if different from the main areas and if they are planned to be used in conjunction with this proposal.
  - 7.2.3 A minimum of two (2) elevator access is required for all space above or below the main entrance level.
    - 7.2.3.1 The elevator shall meet all ADAAG requirements.
    - 7.2.3.2 Depending upon the office configuration one elevator could be acceptable.
  - 7.2.4 The department shall be allowed to post a prominent sign at a location which calls attention to its entrance, and the lobby of the building shall contain a prominent sign identifying the Division housed in the building and what floors they are on.
    - 7.2.4.1 Cost of signs are the responsibility of the lessor.
  - 7.2.5 The building must be open for the transaction of Public Business at the hours designated by the City.
  - 7.2.6 All spaces being proposed must meet all current code requirements, including but not limited to, fire/life safety codes and the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

- 7.3 All remodeling and/or construction up to and including a cost of \$40.00 per square foot of the net leasable space will be the responsibility of the Lessor.
- 7.4 The Lessor shall be responsible for the demolition of the proposed space and for the removal of asbestos and lead-based paint, which shall not be considered in the \$40.00 per square foot tenant allowance.
- 7.5 See attached Schedule A for a definitive description of construction and features included in the tenant allowance.
  - 7.5.1 Note that no "soft costs" are included in the tenant allowance.
  - 7.5.2 Design services and preparation of contract documents are the responsibility of the Lessor and not part of the tenant allowance.

**8. LEASE/LEASE WITH OPTION AND OUTRIGHT PURCHASE FORMAT**

- 8.1 The lease shall include the rental rate, square footage being leased, total annual lease payment, any renewal options and how they will be activated.
- 8.2 Any exceptions to the terms and conditions of the City of Lincoln's lease format shall be noted.
- 8.3 It is permissible to propose additional conditions to the lease, including the provision to lease/purchase the leased space, to purchase at the end of the lease period, and including renewal options.
- 8.4 These amenities will be reviewed as part of the evaluation process.
- 8.5 If a lease purchase or an outright purchase is being proposed the purchase price and terms shall be included in the submission of the proposal.

**9. SERVICES**

- 9.1 All maintenance-related services to include, but not be limited to, electrical (including light tube/bulb replacement), mechanical (including other routine maintenance services), plumbing, structural, roof, snow removal, trash removal, window cleaning when needed, pest control, carpet cleaning, general repairs, custodial services and supplies, etc. are to be provided by the lessor as part of the lease.
  - 9.1.1 When figuring custodial service keep in mind the City/County does recycling of paper and figure it into the cost.
  - 9.1.2 Depending upon the cost, the City of Lincoln may desire to do these services therefore this cost must be shown separately.
- 9.2 It is preferred that utilities services with the exception of telephones, be provided by the Lessor as part of the lease.
  - 9.2.1 The City of Lincoln may desire to pay these separately thus they must be broken out.
  - 9.2.2 The desire is to have separate metering
- 9.3 The City of Lincoln may desire to provide it's own custodial services but not supplies, therefore the submitter must separate the cost of providing said services.
- 9.4 If the proposal does not include these items, separate estimated cost information on these services shall be provided so the City of Lincoln can determine the total cost of occupying the space.

**10. TAXES**

- 10.1 All taxes and special assesments will be paid by the lessor.
- 10.2 City of Lincoln will pay increase over base.

**11. LOADING DOCK**

- 11.1 A statement of the availability of a dock or loading zone must be included.

**12. PARKING**

- 12.1 A statement of the availability of parking is required.
  - 12.1.1 Indicate the location of the parking in relation to the proposed office space.
  - 12.1.2 It is strongly recommended that clients/visitors' parking be located within one (1) block walking distance to the proposed office space building entrance.
  - 12.1.3 City-County vehicle parking may be a little further away.
    - 12.1.3.1 City-County vehicles: 70 vehicles
    - 12.1.3.2 Clients/Visitors: 20 vehicles (minimum)
    - 12.1.3.3 Employee parking: 60 vehicles
  - 12.1.4 All parking shall be secured and monitored.

NOTE: If private parking facilities are proposed, cost for parking of City vehicles, clients/visitors and employees is to be included in the lease.

**13. SECURITY**

- 13.1 A description of the security arrangements for the building shall include provisions for prevention of unauthorized entry into the work area and an explanation of the method for controlling access to the building during non-work hours.
- 13.2 Tenant must have 24-hour access to the building for tenant-authorized business.
- 13.3 All entrances are to be equipped with electronic access control and recording system.
  - 13.3.1 Enclosed offices and storage/supply areas are to have locks and keys provided.
  - 13.3.2 There shall be a fire alarm system

**14. REFERENCES**

- 14.1 The names of at least three (3) tenants or other responsible parties who can attest to the performance of the proposer in a leasing agreement or other business arrangement must be submitted with the proposal.

**15. OWNERSHIP**

- 15.1 Documentation indicating proof of ownership or management authority for the space being proposed may be requested prior to award of the contract.

**16. EVALUATION**

- 16.1 All proposals will be evaluated on how complete the information requested above is submitted and how the space being proposed meets the requirements specified.
- 16.2 Other factors that will be taken into consideration include, but are not limited to:
  - # Location (proximity to other City/County offices, major office buildings, and adequate parking),
  - # the location of required parking,
  - # the quality (image) of the building and space as relates to government functions,
  - # initial cost to the City of Lincoln and tenants,
  - # the rental rates schedule,
  - # the ease of public access,
  - # the cost of providing new telephone services, data line connections to the Fiber Optic Network and other amenities,
  - # financial capability of proposer,
  - # ability to meet the proposed schedule.
- 16.3 The City of Lincoln reserves the right to make site visits and/or inspections prior to awarding this lease.
- 16.4 Proposals must include the name, address, and telephone number of the person(s) necessary to arrange such site visits.

## Tentative Description of Lessor Improvements and Tenant Improvements to be Provided in the Base Bid

1. Lessor Improvements (furnished but not included in the allowance)
  - 1.1 Elevators and common corridors
  - 1.2 Ceramic tile walls, floor and base in toilet rooms
  - 1.3 Central heating and air conditioning/package units and main feed ductwork to and through demising walls
  - 1.4 Lighting and ceilings in corridor common area
  - 1.5 Building directories in appropriate locations
  - 1.6 Complete sprinkler system as required by law
  - 1.7 Perimeter and demising walls and windows with drywall/or plaster ready to paint
  - 1.8 Demising wall windows and entrances
  - 1.9 Demolition of existing construction to be removed
  - 1.10 Improvement to stairways and elevators and related lobbies
  - 1.11 Utility connections to the premises
  - 1.12 Electrical service(s), mains, panels, to and through demising walls
  - 1.13 Perimeter wall electrical requirements
  - 1.14 Gypcrete floor topping, if required
  - 1.15 Existing ceiling repair
  - 1.16 Structural modifications, as required for track filing.
  
2. Tenant Improvements (Allowance \$40.00/sf)  
 In addition to the above features provided by the Lessor, the following Tenant Improvements within the demised premise will be included for Tenant at Lessor's expense (up to the \$40.00/sf allowance):
  - 2.1 Partitions
  - 2.2 Doors (lockable)
  - 2.3 Electrical
  - 2.4 Telephone outlets
  - 2.5 Data Processing outlets
  - 2.6 Lighting, 60 foot candle in offices with Parabolic florescent lighting suitable for use with computers capable of varied lighting levels in all areas.  
Incandescent dimmable lighting in all conference rooms
  - 2.7 Light switches
  - 2.8 Wall finishes
  - 2.9 Floor covering materials
  - 2.10 Bookcases where needed
  - 2.11 Casework
  - 2.12 Windows treatment
  - 2.13 Interior central heating and air conditioning ductwork, feeds, drops, grilles, and thermostats
  - 2.14 Sound control
  - 2.15 Millwork
  - 2.16 Ceilings except for areas using the existing ceiling
  - 2.17 Other features as finally designed
  
3. INDIVIDUAL SPACE REQUIREMENTS
  - 3.1 A 200 SF office with cat 5 data connections and Windstream Centrex telephone connection.
  - 3.2 Eleven (11) offices of 120 SF with cat 5 data connections and Windstream Centrex telephone connection.
  - 3.3 Four (4) 120 SF conferences rooms
  - 3.4 A 472 SF conference room and city provided video system and wiring.
  - 3.5 A 570 SF conference room with sink and city provided video system and wiring.
  - 3.6 A 102 SF Server room with dedicated electrical circuits and separate HVAC system that controls both temperature and humidity.
  - 3.7 A 400 SF Employee Lounge capable of holding the following:
    - 3.7.1 two (2) owner supplied refrigerator
    - 3.7.2 four (4) owner supplied microwaves
    - 3.7.3 Time Warner cable for owner supplied TV
  - 3.8 A garage area consisting of 2,210 SF with 1 hr fire rating, bright fluorescent lighting a sloping floor, trench drains, 280 SF general storage room and 3-phase electrical connection for owner supplied compressor.
    - 3.8.1 208/230 electrical connections
    - 3.8.2 minimum 4 110/120 electrical circuits
    - 3.8.3 at least one but preferred two 3/4" water hose connections
    - 3.8.4 Electric garage door openers with two (2) remote controls per door
    - 3.8.5 Garage shall have paved access capable of handling semi-truck deliveries and an adjacent paved area to accommodate servicing a 4 cu yd. trash container and 6-55 gallon drums for recycling and hazardous materials.

- 3.9 A testing laboratory with the following features:
  - 3.9.1 Extensive isolated HVAC system
  - 3.9.2 Secured storage for nuclear density equipment
  - 3.9.3 20 SF Volatile material storage room
  - 3.9.4 212 SF Asphalt Testing Lab with ventilation hoods and special electrical and lighting requirements
  - 3.9.5 207 SF Soil Testing Lab with Ventilation hoods and special electrical and lighting requirements
  - 3.9.6 860 SF general Lab area with sinks, ventilation hoods and special electrical requirements
  - 3.9.7 The testing lab shall have a unique keying system which will not be part of the master keying system.
  - 3.9.8 There shall be an emergency shower and eye wash system within the lab.
  - 3.9.9 There shall be a 540 sq. ft. office and file area separate from the lab but adjacent to accommodate 6 employees.
- 3.10 A 100 SF secured computer recycling staging area
- 3.11 A 194 SF Mail/Copy room
- 3.12 A 985 SF Main office area
- 3.13 A reception area capable of seating up to six (6) people.
- 3.14 A 1,440 SF Records area capable of supporting rolling track files

**CORPORATIONS**

All contractors shall disclose to the City of Lincoln, in writing to the best of their ability the following information:

1. Any knowledge it has of a city or county employee, or the employee's immediate family, who hold(s) a position of responsibility in the corporation such as officer, director, or trustee, and who is likely to gain a pecuniary benefit from the commission's contract with the contractor;
2. Any knowledge of a business relationship that the corporation or an officer, director, or trustee of said corporation, has with a city or county employee which employee holds a position having decision-making responsibility for an office or department of the city or county governments i.e. a director or department head.

Immediate family is defined for the purposes of this policy as a spouse or child. A business relationship is defined for the purposes of this policy as any relationship existing between the parties by written contract or otherwise which provides or creates a situation wherein the parties are engaged in a profit-making activity.

\_\_\_\_\_  
Full Legal Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title of Above Signee

Check below that which applies. If "1" or "2" is checked, please submit a detailed explanation form.

1. \_\_\_\_\_ 2. \_\_\_\_\_ None \_\_\_\_\_

**PERSONAL PROPERTY TAX STATEMENT**

To the City of Lincoln:

The affiant, \_\_\_\_\_  
(name of person, organization, or company)

located at \_\_\_\_\_  
(address)

After being duly sworn, states the following: The affiant, at the time the bid for \_\_\_\_\_  
\_\_\_\_\_ was submitted (check one of the following)

\_\_\_\_\_ Was not charged with any delinquent personal property taxes on the general tax list of Lancaster County, Nebraska

\_\_\_\_\_ Was charged with delinquent personal property taxes on the general tax list of Lancaster County, Nebraska, in the principle amount of \$ \_\_\_\_\_ with the sum of \$ \_\_\_\_\_ added due and unpaid penalties and interest.

Further the affiant sayeth naught,

Sworn to and subscribed by \_\_\_\_\_  
(name of person, organization, or company)

this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Signature of person or authorized representative of affiant

STATE OF NEBRASKA:  
LANCASTER COUNTY:

Before me, a Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared \_\_\_\_\_  
\_\_\_\_\_, the affiant in the foregoing affidavit, who acknowledged the signing thereof to be \_\_\_\_\_  
\_\_\_\_\_ voluntary act and deed.

In testimony whereof, I have hereto subscribed my name and affixed my seal on this day and year aforesaid.

\_\_\_\_\_  
Notary Public

**PROPOSAL**  
**SPECIFICATION NO. 09-230**  
**CLOSING TIME: 12:00 NOON**  
**DATE: Wednesday, November 25, 2009**

The undersigned submitter, having full knowledge of the requirements of the City of Lincoln for the below listed services and the contract documents (which include Notice to Submitters, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City of Lincoln for the below listed services for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for the fees listed below.

**THE REQUIREMENTS FOR: LEASING OF OFFICE SPACE FOR ENGINEERING SERVICES DIVISION OF PUBLIC WORKS**

BASIC SERVICES, as outlined in the proposal	\$ _____
End Price per Sq. Ft., per year	
_____ sq. ft. @ \$ _____/sq. ft. = \$ _____ per year	
a) Price per Sq. Ft. Custodial Service	\$ _____
b) Estimated Cost of Utilities:	
Water & Sewer	\$ _____
Electric	\$ _____
Gas	\$ _____
c) General Maintenance	\$ _____
d) Per Stall Parking Cost per Month	\$ _____
Annual Lease	\$ _____
Annual Lease with Option to Purchase	\$ _____
Outright Purchase Price	\$ _____
OTHER FEES NOT LISTED	\$ _____

**NOTE:**

RETURN 8 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.  
 MARK OUTSIDE OF ENVELOPE AS FOLLOWS:

**SEALED PROPOSAL FOR SPEC. 09-230**

The undersigned signatory for the proposer represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

\_\_\_\_\_  
 COMPANY NAME

\_\_\_\_\_  
 BY (Signature)

\_\_\_\_\_  
 STREET ADDRESS or P.O. BOX

\_\_\_\_\_  
 (Print Name)

\_\_\_\_\_  
 CITY, STATE ZIP CODE

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 TELEPHONE

\_\_\_\_\_  
 (Date)

Addendum No. 1  
Specification 09-230  
RFP for Leasing Space for Design Engineering  
Opening: Wednesday November 25 at 12:00 Noon

Please delete in it's entirety Section 3 of the Schedule "A" and insert in it's place the revised section 3 of Schedule "A" as listed below:

**3. INDIVIDUAL SPACE REQUIREMENTS**

- 3.1 A 200 SF office with cat 5 data connections and Windstream Centrex telephone connection.
- 3.2 Eleven (11) offices of 120 SF with cat 5 data connections and Windstream Centrex telephone connection.
- 3.3 Four (4) 120 SF conferences rooms
- 3.4 A 472 SF conference room and city provided video system and wiring.
- 3.5 A 570 SF conference room with sink and city provided video system and wiring.
- 3.6 A 102 SF Server room with dedicated electrical circuits and separate HVAC system that controls both temperature and humidity.
- 3.7 A 400 SF Employee Lounge capable of holding the following:
  - 3.7.1 two (2) owner supplied refrigerator
  - 3.7.2 four (4) owner supplied microwaves
  - 3.7.3 Time Warner cable for owner supplied TV
- 3.8 A garage area consisting of 2,210 SF with 1 hr fire rating, bright florescent lighting a sloping floor, trench drains, 280 SF general storage room and electrical connection for owner supplied compressor, the floor should be sealed concrete.
- 3.9 A testing laboratory with the following features:
  - 3.9.1 Extensive isolated HVAC system
  - 3.9.2 Secured storage for nuclear density equipment
  - 3.9.3 20 SF Volatile material storage room
  - 3.9.4 212 SF Asphalt Testing Lab with ventilation hoods nd special electrical and lighting requirements
  - 3.9.5 207 SF Soil Testing Lab with Ventilation hoods and special electrical and lighting requirements
  - 3.9.6 860 SF general Lab area with sinks, ventilation hoods nd special electrical requirements
  - 9.9.7 530 SF area with phone and data connections for Office Panel System Furniture
- 3.10 A 100 SF secured computer recycling staging area
- 3.11 A 194 SF Mail/Copy room
- 3.12 A 1085 SF Main office area
- 3.13 A reception area capable of seating up to six (6) people.
- 3.14 A 1,540 SF Records area capable of supporting rolling track files
- 3.15 A 4,200 SF Design and Construction cubicle area with phone and data connections for Office Panel System Furniture.
- 3.16 A 1000 SF computer support area (CEIS)with phone and data connections for Office Panel System Furniture.
- 3.17 A 3,900 SF Street and Traffic Operations area with phone and data connections for Office Panel System Furniture.
- 3.18 A 1,000 SF Development Services area with phone and data connections for Office Panel System Furniture

All other terms and conditions shall remain unchanged.

Dated this 27<sup>th</sup> day of October, 2009

Vince M. Mejer  
Purchasing Agent

**ADDENDUM #2  
TO RFP 09-230**

**Leasing Space for Design Engineering**

Addendum #1 to Bid 09-230 for above project, bids to be closed on November 25, 2009 at 12:00 pm.

Listed below are questions that we have received and their responses:

- 1. Q. Can the space be in the flood plain?**  
A. Yes.
- 2. Q. Does the site accommodate the needed 150 parking stalls?**  
A. It is our desire to having parking of sufficient numbers to accommodate both employees and our customers. However, it is also dependent of cost.
- 3. Q. Can you elaborate on what is meant by secured and monitored parking?**  
A. Basically we want either fenced or cameras.
- 4. Q. Does the lessor have to do the data wiring?**  
A. Within the building the City will pull it's own wire.
- 5. Q. Can dimmable Fluorescent lights be used verses incandescent?**  
A. Yes
- 6. Q. What is meant by sound control?**  
A. Sound blankets in walls between offices and conference rooms and from above.
- 7. Q. How many cars/trucks will be parking in the garage area?**  
A. Normally up to 4 vehicles
- 8. Q. Is the 280 sf of general storage area include the 220 sf. or in addition ?**  
A. It is additional.
- 9. Q. What are the mechanical zoning requirements if any?**  
A. Each office and large conference rooms needs individual temp controls.
- 10. Q. Does the sq. ft. for large office area include circulation space?**  
A. Include minimal circulation

All other terms and conditions shall remain unchanged.  
Dated this 9th day of November, 2009.

Vince Mejer  
Purchasing Agent

# **ADDENDUM #3**

**Issue Date:11/25/09**

**Spec. #09-230**

**FOR**

## **LEASING SPACE FOR DESIGN ENGINEERING**

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

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

- 1. Remove the first line on the Proposal Form - Basic Services**
- 2. The second line of the Proposal Form titled "End Price Per Sq. Ft. / Per Year is the total compilation of lines a - d listed.**
- 3. General Maintenance refers to any extra costs you may incur such as light bulbs, ballasts, toilet repairs, etc..**
- 4. All costs in lines a - d on the Proposal Form shall be figured as per year.**
- 5. Proposal has been extended to Wednesday, December 2, 2009 at 12:00pm.**

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla  
Assistant Purchasing Agent