

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
Internet Service Provider
Bid No. 14-016**

**Windstream Communications
1440 M Street, 6th Floor
Lincoln, NE 68508
(402)437-7242**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 22nd day of January 2014, by and between **Windstream Communications, 1440 M Street, 6th Floor, Lincoln, NE 68508**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

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

For providing **Annual Requirements for Internet Service Provider, Bid No. 14-016** 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 proposal for 250Mb Internet Service at \$750.00/Month for 48 months and Cisco 3925E Router equipment at a one-time cost of \$7,210.50.

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 and services for City departments shall not exceed \$43,210.50 during the contract term without prior 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 four (4) year term with option for one (1) additional four (4) year renewal. The installation included in this Contract shall be completed 59 days or less from Notice to Proceed.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Addendum No. 1
 4. Specifications
 5. Instructions to Bidders
 6. Insurance Requirements
 7. Sales Tax Exemption Form 13

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

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

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Chris Beutler, Mayor

Approved by Resolution: _____

Dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Windstream Communications

Name of Corporation

ATTEST:

1440 M St., 6th Floor, Lincoln, NE

Secretary (SEAL)

(Address) 68508

By: *Chris Kanagar*

Duly Authorized Official

Regional Sales Director

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Asst. Purchasing Agent	Contact
Phone	1 (402) 441-8309			
Fax	1 (402) 441-6513			
Bid Number	14-016 Addendum 1	Department		Department
Title	Internet Service Provider - City of Lincoln/Lancaster County	Building	Suite 200	Building
Bid Type	Bid	Floor/Room		Floor/Room
Issue Date	12/20/2013	Telephone	1 (402) 441-8309	Telephone
Close Date	1/3/2014 12:00:00 PM CT	Fax	1 (402) 441-6513	Fax
Need by Date		Email	rwalla@lincoln.ne.gov	Email

Supplier Information

Company Windstream Communications
 Address 1440 M Street 6th Floor

 Lincoln, NE 68508
 Contact Ryan Sanne
 Department Sales
 Building
 Floor/Room 6th Floor
 Telephone 1 (402) 437-7242
 Fax 1 (402) 437-7295
 Email
 Submitted 1/3/2014 10:17:35 AM CT
 Total \$36,000.00

Signature _____

Supplier Notes

Thank you for the opportunity!

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	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:	Ryan Sanne
6	Electronic Signature	Please check here for your electronic signature.	Yes
7	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which you may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
8	Projected Moving Costs	In the event the City IS Department moves from their current location, will you charge the City to move your equipment and reconnect it at a new site in the Lincoln City Limits? YES or NO If YES, please provide the cost for the move?	Yes, cost of move is dependent upon location of where services will be moved to and what facilities are currently available at that location. If fiber is available, typical move charges are approximately \$500, if a fiber build is required there will be an additional cost.
9	Tactical Plan	I have completed my Tactical Plan on company letterhead and attached it to the Response Attachment section of the ebid response as required in Section 4 of the Specifications.	YES
10	Maintenance Information	I have completed the Maintenance Information on company letterhead and attached it to the Response Attachment section of the ebid response as required in Section 4 of the Specifications.	Yes
11	References	I have completed my References on company letterhead and attached it to the Response Attachment section of the ebid response as required in Section 4 of the Specifications.	Yes
12	Equipment List	I have completed my Equipment List on company letterhead and attached it to the Response Attachment section of the ebid response as required in Section 1.8 of the Specifications.	Yes
13	Equipment Pricing	Is there a cost for the equipment and installation of a turnkey system for the project as it is described? Yes or NO If Yes, what is the cost?	There is an equipment cost (see attached equipment pricing in Response Attachments. There is no cost for installation with 4 year contract.
14	Mb Pricing	What is the per Mb rate for 250Mb service being provided according to the Specifications?	250Mb - 500Mb the cost is \$3 per Mb. 501Mb - 1000Mb the cost is \$2.50 per Mb.
15	100 Mb Additional Block Pricing	Do you agree to charge the City at the same rate per Mb or a lower rate per Mb for additional blocks of 100Mb during the contract period? Yes or No If No, why?	Yes

16 Term Clause with Escallation/De-Escalation

I acknowledge that the term of the contract will be a (4) a). Yes b). No
four year term from the date of the executed
contract.

(a) Bid prices firm for the first full contract period.

YES or NO

(b) Bid prices subject to escalation/de-escalation

YES or NO

(c) If (b), state period for which prices will remain firm:
through _____

17 Agreement to Addendum No. 1

Respondent hereby certifies that the change set forth in Yes
this addendum has been incorporated in their proposal and
is part of their bid.
Reason: See Bid Attachments
section for Addendum information.

Line Items

#	Qty	UOM	Description	Response
1	48	Months	250Mb Internet Service Only bid per month price	\$750.00

Item Notes:

Supplier Notes: Bid is \$3.00 per Mb up to 500Mb, for bandwidth of 501Mb to 1000Mb the price is \$2.50 per Mb.

Response Total: \$36,000.00

Windstream Communications
 1440 M Street, 6th Floor
 Lincoln, NE 68508
 f: 402 436-3977



Equipment List

Cisco ME3400-2CS – Included, no cost to City of Lincoln

Cisco Routers –

1.) Up to 250Mb – Cisco 3925E - \$7,210.50

CISCO3925E/K9	Cisco 3925E w/SPE200 4GE 3EHWIC 3DSP 2SM 256MBCF 1GBDRAM IPB
S39EUK9-15204M	Cisco 3925-3945 SPE IOS UNIVERSAL
PWR-3900-AC	Cisco 3925/3945 AC Power Supply
CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P 2.1m
C3900-SPE200/K9	Cisco Services Performance Engine 200 for Cisco 3925E
PI-MSE-PRMO-INSRT	Insert Packout - PI-MSE
SL-39-IPB-K9	IP Base License for Cisco 3925/3945
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)
HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)
MEM-CF-256MB	256MB Compact Flash for Cisco 1900 2900 3900 ISR
RPS-COVER-3900	Cover for empty 2nd Power Supply slot on Cisco 3925/3945
SM-D-BLANK	Blank faceplate for DW slot on Cisco 2951 and 3925
SM-S-BLANK	Removable faceplate for SM slot on Cisco 290039004400 ISR

2.) 251Mb to 1Gb – Cisco ASR1001 - \$14,552.10

ASR1001	Cisco ASR1001 System Crypto 4 built-in GE Dual P/S
CON-SNT-CASR1001	SMARTNET 8X5XNBD Cisco ASR1001 SystemCrypto
M-ASR1K-1001-4GB	Cisco ASR1001 4GB DRAM
ASR1001-PWR-AC	Cisco ASR1001 AC Power Supply
CAB-AC-RA	Power Cord 110V Right Angle
SASR1001U-37S	Cisco ASR 1001 IOS XE UNIVERSAL - NO ENCRYPTION
SLASR1-AIS	Cisco ASR 1000 Advanced IP Services License
CON-SNT-SLASR1AK	SMARTNET 8X5XNBD Cisco ASR 1000 Advanced IP Services

Signature 

Printed Ryan Sanne

Windstream – Senior Account Manager



Major Account Repair Center

First Contact to Report Trouble is the **Major Account Repair Center** at:

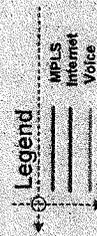
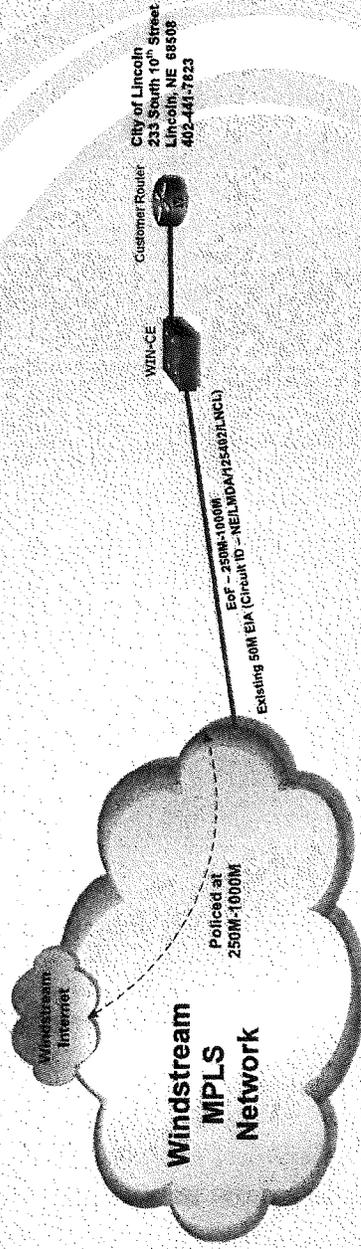
877.977.6272

PLEASE NOTE TICKET NUMBER ASSIGNED TO YOUR CASE OF TROUBLE

*If it is necessary to escalate trouble,
please have ticket number ready.*

Repair		Hours of Operation – 24/7
<i>Resolves service impacting issues. Troubleshoots and repairs outages on your services post-installation. Dispatches field Operations as needed.</i>		
Primary Contact: Major Repair Center	877.977.6272	
Repair Escalations: Level 1 – Technician Level 2 – Team Lead Level 3 – Manager Level 4 – Director (Tim Standridge) Level 5- Vice President (Rick Baum)	855.340.2001 – opt 1 855.340.2002 – opt 1 855.221.2141 – opt 1 855.653.7204 – opt 1 866.780.0702 – opt 1	Please call to request a Level 1 Escalation Please call to request a Level 2 Escalation Please call to request a Level 3 Escalation Timothy.Standridge@windstream.com Rick.Baum@windstream.com

CITY OF LINCOLN
WINDSTREAM INTERNET SOLUTION



<p>Windstream enabling possibilities</p>	
<p>Tim Hahn Network Design Specialist</p>	<p>12/24/2013</p>

Windstream Confidential. May not be disclosed without written consent.

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4 Year Contract Pricing

250Mb – 500Mb = \$3.00 per Mb*

501Mb – 1000Mb = \$2.50 per Mb*

*Pricing does not include taxes or surcharges.

Installation charges will be waived upon execution of 4 year contract. City of Lincoln will have the option to renew contract for an additional (4) four years upon mutual agreement between all parties.

Move charges are dependent upon location of move, and what facilities are in existence to that location.

See separate equipment pricing sheet for outright purchase of routers.

Windstream can provide a managed router to the City of Lincoln for an additional monthly charge.

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References

1.) ESU #3

6960 S 110th Street
La Vista, NE 68128
Jeremy Vanek – 402-597-4875
Ethernet Internet Access

2.) Omaha Public Schools

3215 Cuming Street
Omaha, NE 68131
Lana Aduloju – 402-557-2000 Lana.Aduloju@ops.org
Ethernet Internet Access

3.) Lincoln Christian School

5801 S 84th Street
Lincoln, NE 68516
Mark Wilson – 402-488-8888 mark.wilson@lincolnchristian.org
Ethernet Internet Access

Windstream Implementation Outline/Timeline

The outline below is for sample purposes only. Upon award of contract, Windstream will schedule an implementation meeting to define actual activities and responsibilities to efficiently provision the contracted services. High-capacity products, such as Fiber or Ethernet, will experience longer installation timeframes.

1. **Completion of Sales Process – Contract Signature**
2. **Post Sale Phase**
 - a. Paperwork Processing.....<= 10 Days from Signature
 - i. Sales representative completes all required order paperwork
 - ii. Conduct Internal Order Review
 1. Sales representative defines sale
 2. Engineering staff (SE and TC) reviews and approves technical aspects
 3. *Optional:* Account Manager attends to be notified of new customer
 - iii. Engineering staff coordinates with customer/voice vendor if necessary
 1. Appropriate numbers to be ported
 2. New numbers
 3. Features and services defined
 - b. Project Coordination.....<= 14 Days from Signature
 - i. Schedule formal implementation meeting with all interested parties
 1. All parties (Customer, Windstream, vendors, etc.)
 2. Discuss implementation procedures, responsibilities, and communication
 3. Develop migration plan and tentative completion/scheduling goals
 4. Identify action items
 - ii. Order customer premise equipment if required
3. **Order Processing Phase**.....<= 15 Days from Signature
 - a. Order entered and processed by Windstream corporate
 - b. Submit loop orders to appropriate LECs
 - c. Complete Windstream network design
4. **Provisioning Phase**.....<= 30 Days from Signature
 - a. Receive Firm Order Commitment (FOC) dates from LECs
 - b. IP address assignments issued
 - c. Tentative phone number PORT dates scheduled
 - d. Schedule configuration and shipment of new CPE
5. **LEC Loop Delivery Phase**.....<= 45 Days from Signature
6. **Execution Phase**.....<= 59 Days from Signature
 - a. Delivered loops are Tested and Accepted by Windstream engineering
 - b. Coordinate “true” implementation schedule with customer and vendor/s
 - c. Solidify phone number PORT dates according to agreed schedule
 - d. Reexamine/execute migration plan according to agreed schedule for:
 - i. Data services (Internet access, MPLS VPN, etc.)
 - ii. Voice services (LNP, feature activation, etc)
 - iii. Other services (DNS, email, BGP, etc.)
 - e. Test services upon implementation
7. **Account Management Phase**
 - a. Identify all remaining issues and determine action items
 - b. Schedule initial account management introduction and bill review

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Value Added Services

Windstream offers a number of services to compliment internet access, some are included and others are available at an additional cost. Below are a few examples.

Secondary Domain Name Services (DNS) (included at no charge)

Net News Transfer Protocol Services (NNTP) (included at no charge)

Technical Support Services 24 hours per day, 365 days per year (included at no charge)

Windstream Network Portal (included at no charge) — a secure, web-based SLA reporting tool that enables customers to view Windstream core network health statistics, such as Availability, Latency, Packet Loss and Jitter by Class of Service. Customers can also view their site level WAN bandwidth utilization, connectivity status of their IP products, upcoming MOP dates, and access additional product information. Easy to navigate dashboards provide customers with on-demand bandwidth reporting with hourly, weekly, monthly and last twelve month viewing options. A special alerting function is included that proactively notifies customers when critical bandwidth utilization thresholds are exceeded, providing early warning that additional bandwidth may be required.

Advanced Application Reporting (additional cost) — a web-based solution designed to provide Enterprise business customers, comprehensive, enterprise-wide visibility into the composition of their network traffic. It is ideal for organizations operating out of multiple office locations, even single locations that require end-to-end network. AAR enables business IT management resources, information to help them make more informed infrastructure investments, solve performance problems more quickly, as well as optimize their network. It does this by enabling visibility into the Wide Area Network environment in terms of network and application usage and performance.

Extra Connect (additional cost) — a secondary high-speed internet connection that allows business customers to establish a WiFi hotspot that is completely separate from the primary Internet connection. It can also be used to reduce Internet congestion by separating employees into independent Internet connections: thereby ensuring everyone in the office has a fast Internet experience.

Value Added Services

Fax-to-Email (additional cost) – allows you to send and receive faxes confidentially anywhere you have Internet access. Faxes come directly to your inbox, no matter where you are. There's no need for a fax machine, ink or even paper.

Managed Network Security (additional cost) – available as either cloud or physical device on premise solution. Provides a layered solution that defends even the most complex business networks from the latest generation of security threats. With a host of features, Managed Network Security provides a robust foundation to protect network resources and keep valuable information safe with a comprehensive, unified threat management solution backed by our state-of-the-art Security Enterprise Repair Center.

Managed Router (additional cost) – a data networking solution with customer edge router provisioning, configuration and maintenance.

This Service Level Agreement (“SLA”) only applies to Windstream’s Enterprise Data Products, as defined herein (the “Services”), and is offered as part of networking services provided by the applicable Windstream company. The SLA does not apply to any applications or enhanced telecommunications services, local access circuits, equipment sales and related maintenance services, or any other services provided by a Windstream company or any third party provider. The SLA is effective as of the first day of the first whole calendar month after the initial installation of Services. This SLA shall be deemed an addendum to either the written contract executed by the parties or the Windstream Online Terms and Conditions to which Customer is subject, whichever is applicable. To be eligible for the credits under this SLA, Customer must be in good standing with Windstream and current in Customer’s obligations.

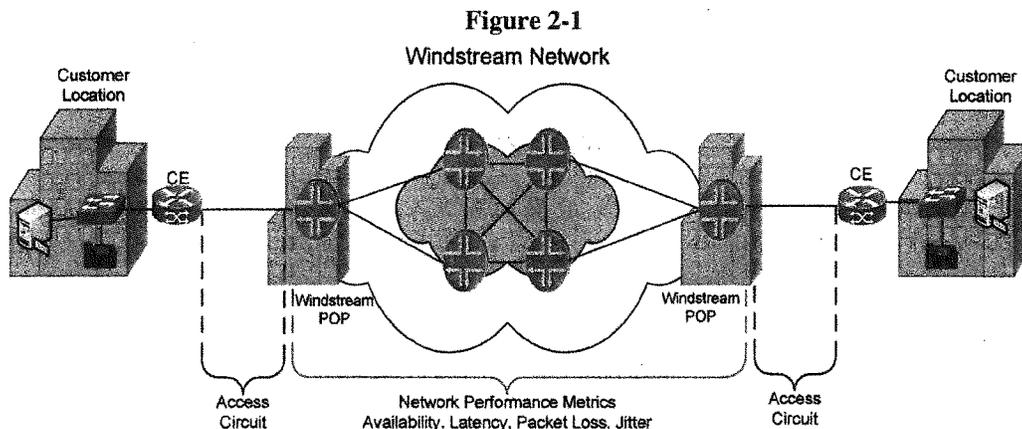
1 Description of Services

The Services covered under this SLA are Ethernet Internet (“EI”), Dedicated Internet (“DI”), and MPLS Networking Services. MPLS Networking Services (“MPLS Networking”) are IP Virtual Private Network (“IP VPN”), Virtual LAN Services (“VLS”), Dynamic IP, and Virtual PBX. Individually, the Services may be referenced in this SLA by the noted abbreviations. Collectively, the term “Services” as used in this SLA refers to any of the qualifying EI, DI, and MPLS Networking Services but does not refer and shall not be interpreted as referring to other services offered by Windstream or any third party provider. Services under this SLA shall only be entitled to credits consistent with the terms of this SLA and shall not be subject to credits under any other agreement or arrangement that may exist between Windstream and Customer. To the extent of any conflict between the terms of this SLA and such other agreement with respect to service credits, this SLA shall govern.

1.1 MPLS Networking

As noted above, MPLS Networking includes for purposes of this SLA only IP VPN, VLS, Dynamic IP, and Virtual PBX. Windstream’s MPLS Networking provides connectivity through Windstream’s network at designated speeds, enabling Customer to transport private data between two or more Customer locations. MPLS Networking enables Customer to prioritize voice or data through Quality Of Service (“QOS”) levels, as defined later, based on Customer’s unique business requirements.

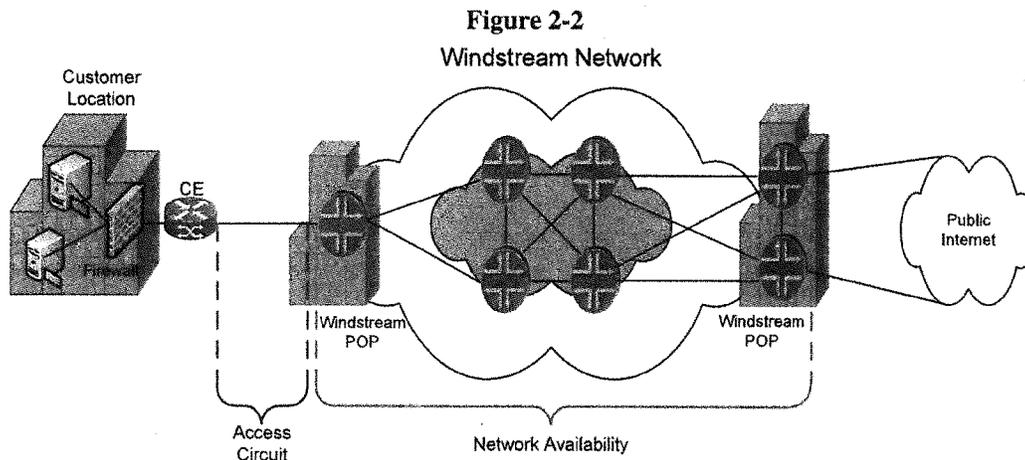
The performance of Windstream’s network for purposes of measuring MPLS Networking deliverables under this SLA is measured through Network Availability, Network Latency, Network Packet Loss, and Network Jitter. These individual metrics are defined in Section 3 below and collectively may be referenced in this SLA as “Network Performance Metrics.” All Network Performance Metrics will be measured across specific Points of Presence (“POP”) on Windstream’s Network (See figure 2-1). Windstream’s network management system is the sole and conclusive measurement for purpose of this SLA regarding Network Performance Metrics.



1.2 Dedicated Internet / Ethernet Internet Access

As noted previously, in addition to MPLS Networking, this SLA applies to DI and EI. DI and EI provide connectivity to the public internet through Windstream's network at designated speeds.

The performance of Windstream's network for purposes of measuring DI and EI deliverables under this SLA is measured through Network Availability. For purposes of DI and EI, Network Availability will be measured across specific POPs on the Windstream Network. (See figure 2-2). Windstream's network management system is the sole and conclusive measurement for purpose of this SLA regarding Network Availability.



2 Definition

2.1 On-Net:

On-Net is defined as those Services which are provided by the applicable Windstream company and reside on Windstream's wholly owned facilities.

2.2 Off-Net:

Off-Net is defined as those services / circuits, which are provided by the applicable Windstream company and *do not reside* on Windstream's wholly owned facilities.

2.3 Service Outage:

A Service Outage is defined as the complete unavailability or degradation of Services during any unscheduled period of time except that Windstream is not responsible for failure to meet performance objectives for any of the following reasons which shall not be deemed a Service Outage (collectively, "Exclusions"):

- Any Service Outage for which Customer may have previously obtained credit or compensation outside the terms of this SLA;
- Actions, failures to act or delays by Customer or others authorized by or acting on behalf of Customer to use the Services;
- Failure of power, equipment, services or systems not provided by Windstream including, but not limited to, other providers' networks and interconnections to or from and connectivity with other Internet service providers' networks;
- Customer owned or leased equipment or facilities (e.g., Customer's PBX or local area network);
- Failure of Customer to afford Windstream or its agents access to the premises where access lines associated with the Services are terminated;
- Election by Customer not to release the Services for testing and/or repair during which time Customer continues to use Services;
- Maintenance activities (including planned and emergency) as set forth in Section 5 of this SLA;
- Implementation of a Customer order that requires Services interruption;

- Failure to report a Service Outage to Windstream or reporting of a trouble where no trouble was found;
- Labor difficulties, governmental orders, civil commotion, acts of God, and other circumstances beyond Windstream’s reasonable control; and
- Failure of equipment or systems responsible for network measurements.

2.4 Windstream Point of Presence (“POP”):

Physical location of Windstream router at the edge of Windstream’s network that faces the Customer Edge and delivers private data and/or Internet Services to Customer’s network.

2.5 Customer Edge (“CE”):

CE refers to the router at Customer’s premises that is connected to the Windstream POP.

2.6 Quality of Service (“QOS”):

QOS is the ability to provide different priority to different applications, users, or data flows, or to offer a certain level of performance for data flows. For example, a required bit rate, delay, jitter, packet dropping probability and/or bit error rate may be offered by Windstream to Customer. To determine what QOS level applies to the Services, Customer either must select from the following QOS classes of service or subscribe to a Service that is defaulted into one or more QOS classes. The Windstream QOS classes are identified as:

QOS Class of Service	Description
Real Time	Real-time Class of Service delivers premium QOS to a customer’s site and is optimized for low latency and low jitter performance required for voice communications. All managed VoIP services are defaulted into Real-time QOS.
Mission Critical Data	Mission Critical Class of Service provides the highest priority treatment for data. Intended for applications with high business value requiring large bandwidth allocations and/or lower latency such as interactive video conferencing, streaming video, credit card transactions, and ERP applications like SAP and PeopleSoft.
Business Critical Data	Business Critical Data Class of Service provides priority treatment to transactional and interactive data such as email, or client/server applications
Standard Data	Standard Data class of Services enables customers to share latency and jitter tolerant data and Internet applications across all locations. DI and EIA traffic are defaulted into Standard Data QOS.

2.7 Calendar Month:

For the purpose of this SLA a Calendar Month is based on 60 Minutes/Hour, 24 Hours/Day, 30 Days/Month = 43,200 average monthly minutes. In no event shall any obligation for a service credit arise under this SLA until such time as the Services are fully installed and operational.

3 Service Levels

3.1 Network Availability

For purposes of measuring Windstream’s MPLS Networking, DI, and EI QOS under this SLA, the term “Network Availability” is defined as the percentage of time in one Calendar Month during which POPs on Windstream’s wholly owned IP/MPLS network can deliver traffic to/from other Windstream POP locations and does not apply to local access circuits. Network Availability shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. Network Availability measurements do not include the specified Exclusions (e.g., scheduled maintenance windows or planned outages).

The following outlines the Network Availability objectives in any given Calendar Month:

On-Net MPLS Networking	99.99% (≤ 4.32 minutes of network unavailability per
-----------------------------------	---

DIA / EIA	month)
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3.1.1 Services Credit for time when Network Availability is not provided (“Network Unavailability”)

Network Unavailability / Duration	Services Credit
>4.32 minutes and ≤ 1hour	1/30 th of the Monthly Recurring Charge
>1 hour and ≤ 2 hours	2/30 th of the Monthly Recurring Charge
>2 hours and ≤ 3 hours	3/30 th of the Monthly Recurring Charge
>3 hours and ≤ 4 hours	4/30 th of the Monthly Recurring Charge
>4 hours and ≤ 5 hours	5/30 th of the Monthly Recurring Charge
>5 hours and ≤ 6 hours	6/30 th of the Monthly Recurring Charge
>6 hours and ≤ 7 hours	7/30 th of the Monthly Recurring Charge
>7hours and ≤ 8 hours	8/30 th of the Monthly Recurring Charge
>8 hours and ≤ 9 hours	9/30 th of the Monthly Recurring Charge
>9 hours and ≤ 10 hours	10/30 th of the Monthly Recurring Charge
>10 hours and ≤ 11 hours	11/30 th of the Monthly Recurring Charge
>11 hours and ≤ 12 hours	12/30 th of the Monthly Recurring Charge
>12 hours and ≤ 13 hours	13/30 th of the Monthly Recurring Charge
>13 hours and ≤ 14 hours	14/30 th of the Monthly Recurring Charge
> 14 hours	15/30 th of the Monthly Recurring Charge

Product	Target Commitment
On-Net MPLS Networking DI / EI	99.99% (≤ 4.32 minutes of network unavailability per month)

3.2 Network Latency

For purposes of measuring Windstream’s MPLS Networking under this SLA, Network Latency is defined as the round trip delay (in milliseconds) of packets transported between specific Windstream POP locations across Windstream’s wholly owned IP/MPLS network and does not apply to local access circuits. Network Latency shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. The following outlines the latency objectives, depending on the class selected by Customer, in any given Calendar Month.

QOS Class of Service	Target Commitment
Real Time	≤ 40 ms (Roundtrip)
Mission Critical Data	≤ 45 ms (Roundtrip)
Business Critical Data	≤ 48 ms (Roundtrip)
Standard Data	N/A

3.2.1 Services Credit for Network Latency

QoS Class	Target	Network Latency, =(Credit as a fraction of the MRC for the Affected Services)
Real Time	≤ 40ms (Roundtrip)	1/30 MRC if Windstream fails to meet the Network Latency SLA for Real Time QoS during any Calendar Month
Mission Critical Data	≤ 45 ms (Roundtrip)	1/30 MRC if Windstream fails to meet the Network Latency SLA for Mission Critical QoS during any Calendar Month
Business Critical Data	≤ 48 ms (Roundtrip)	1/30 MRC if Windstream fails to meet the Network Latency SLA for Business Critical Data QoS during any Calendar Month.
Standard Data	N/A	N/A

3.3 Network Packet Loss

For purposes of measuring Windstream's MPLS Networking under this SLA, Network Packet Loss is defined as the percentage of packets in a Calendar Month that are dropped between specific Windstream POP locations across Windstream's wholly owned IP/MPLS network and does not apply to local access circuits. Network Packet Loss shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. The following outlines the Network Packet Loss objectives, depending on the class selected by Customer, in any given Calendar Month.

QoS Class of Service	Target Commitment
Real Time	≤ .10%
Mission Critical Data	≤ .30%
Business Critical Data	≤ .50%
Standard Data	N/A

3.3.1 Services Credit for Network Packet Loss

QoS Class	Target	Network Packet Loss =(Credit as a fraction of the MRC for the Affected Services)
Real Time	≤ .10%	1/30 MRC if Windstream fails to meet the Network Packet Loss SLA for Real Time QoS during any Calendar Month.
Mission Critical	≤ .30%	1/30 MRC if Windstream fails to meet the Network Packet Loss SLA for Mission Critical QoS during any Calendar Month.
Business Critical Data	≤ .50%	1/30 MRC if Windstream fails to meet the Network Packet Loss SLA for Business Critical Data QoS during any Calendar Month.
Standard Data	N/A	N/A

3.4 Network Jitter

For purposes of measuring Windstream's MPLS Networking under this SLA, Network Jitter is defined as the variation in the delay of received packets transmitted between specific Windstream POP locations across Windstream's wholly owned IP/MPLS network and does not apply to local access circuits. Network Jitter shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. Network Jitter measurement is only available to customers selecting the Real Time and/or Mission Critical QoS class. The following outlines the Network Jitter objectives in any given Calendar Month:

QoS Class of Service	Target Commitment
Real Time	≤ 2.5 ms
Mission Critical Data	≤ 3.5 ms
Business Critical Data	N/A
Standard Data	N/A

3.4.1 Services Credit for Network Jitter

Target	Network Jitter, -(Credit as a fraction of the MRC for the affected Services)
≤ 3 ms	1/30 MRC if Windstream fails to meet the Network Jitter SLA for Real Time QoS during any Calendar Month.

4 Credits

When Customer's Services fail to meet the applicable commitments outlined in this SLA after being reported by Customer Customer may receive a credit adjustment to its account. Windstream maintains internal escalation procedures and call-out technical support for observed holidays and after-business hours emergencies and critical outages. To request a credit under this SLA, Customer shall email their Business Sales Representative with a description of the requested credit along with the Windstream trouble ticket number(s) provided by the Service Center within thirty (30) calendar days of the asserted Service Outage. The Business Sales Representative shall notify Customer when the requested credit has been approved or declined.

4.1 Calculations of Credits

- . Maximum Credit - In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the total MRCs for that period for service and facilities.

5 Maintenance

As set forth above, maintenance activities are Exclusions and do not constitute a Service Outage for purposes of this SLA. Windstream reserves the right to schedule maintenance and upgrades to the network 7 days a week from 12 a.m. to 6 a.m. in the local time zone of the affected area without prior notice to Customer or upon reasonable advance notice outside these time frames.

5.1 Scheduled Network Maintenance

The term "Scheduled Network Maintenance" refers to upgrades or modifications to network equipment software, network equipment hardware, or network capacity. Scheduled Network Maintenance may temporarily degrade the quality of Customer's Services. Windstream takes every reasonable precaution to minimize the duration of any impacts during the Scheduled Network Maintenance window. Such effects related to Scheduled Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Scheduled Network Maintenance shall be undertaken **between the hours of 12:00AM and 6:00AM of the local time zone.**

5.2 Emergency Network Maintenance:

The term "Emergency Network Maintenance" refers to efforts to correct network conditions that are likely to lead to a material Service Outage and that require immediate action. Emergency Network Maintenance may temporarily degrade the quality of Customer's Services, including the possibility of causing short-duration outages. Such effects related to Emergency Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Windstream may undertake Emergency Network Maintenance at any time deemed necessary to preserve network services.



6 LIMITATION OF LIABILITY

Windstream's total liability to Customer under this SLA is limited to 50% of the MRCs for the affected Services for the applicable Calendar Month in which the Service Outage occurs. Except for the credits identified in this SLA, this SLA does not modify or amend the written contract executed by the parties or the Online Terms and Conditions to which Customer is subject, whichever is applicable, including but not limited to any warranty disclaimers or limitation of liability provisions.

THE PROVISIONS OF THIS SLA ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR WINDSTREAM'S FAILURE TO MEET THE STANDARDS IN THIS SLA AND ANY OTHER NETWORK, EQUIPMENT OR SERVICE ISSUES.

Customer: _____

Windstream: _____

**SPECIFICATION
REQUEST FOR PROPOSALS
INTERNET SERVICE PROVIDER**

1. GENERAL NOTICE AND SUPPLEMENTAL INSTRUCTIONS

- 1.1 The City of Lincoln Information Services Department is seeking bids for internet connectivity from an Internet Service Provider, (ISP).
- 1.2 The City currently maintains a WEB site, performs FTP functions and utilizes internet mail capabilities.
- 1.3 Any deviation from these specifications must be documented on Company Letterhead and attached to the Supplier Response section of your ebid response.
- 1.4 Vendor must submit their bid and all attachments via the City/County e-bid system.
 - 1.4.1 To submit a bid, Vendor must be a registered with the City of Lincoln/Lancaster County Purchasing Dept.
 - 1.4.2 To register, go to the City of Lincoln website; lincoln.ne.gov
type e-bid in search box
click on "supplier registration"
follow instructions to completion.
- 1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Bob Walla, Assistant Purchasing Agent (rwalla@lincoln.ne.gov) Or Fax: (402)441-6513.
 - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders as an electronic addenda.
 - 1.5.2 All inquiries must be submitted to Purchasing Office 5 days prior to the bid opening.
 - 1.5.3 Vendors are not allowed to discuss this Bid with any City, County or Public Building Commission employee or elected official other than the City/County Purchasing Staff through the award process.
 - 1.5.3.1 Failure to follow this requirement may result in immediate disqualification of your bid.
 - 1.5.4 Any inconsistencies in the Specifications or Bid Documents must be reported in writing to the Assistant Purchasing Agent prior to the closing of the bid.
- 1.6 The term of the contract to be awarded will be (4) four years with the option to renew for an additional (4) year term upon mutual agreement by all parties.
- 1.7 Awarded Vendor shall not assign services to any other company during the term of the awarded contract without written approval by the City of Lincoln.
- 1.8 Vendor shall provide a fixed monthly fee for a speed link of 250Mb for services for the duration of the initial contract term and a separate price for all equipment and installation which will provide a complete turnkey system.
 - 1.8.1 Vendor shall provide a complete list of equipment which will be installed on company letterhead and attached to the Response Attachment section of the ebid response.
 - 1.8.1.1 If the Vendor included the cost of equipment and installation into the monthly price, they shall indicate so in the Attribute section of the ebid response.
 - 1.8.2 Vendor shall list the per Mb rate in the Attribute section of the ebid response which was used to formulate the monthly fee shown in the Line Items.
 - 1.8.3 The City Information Services Department and Purchasing may request additional information from Vendors regarding service and equipment during the evaluation process.

- 1.9 The City may purchase additional Mb during the term of the contract in blocks of 100Mb.
 - 1.9.1 Vendor shall agree to charge the City the same or a lower cost per Mb for these additional blocks.
 - 1.9.2 Following negotiations for the Mb cost for additional blocks, a contract amendment will be executed in writing by both parties.
- 1.10 Award of contract will be made to the lowest, responsible, responsive bidder as determined by the City staff.

2. PROJECT DESCRIPTION AND CONFIGURATION

- 2.1 Connection to ISP
 - 2.1.1 Internet connectivity is currently provided via a single-mode fiber optic connection to the ISP for the City.
 - 2.1.2 The current speed of the link is one full 50Mb connection.
 - 2.1.2.1 The City is requiring that the new service provided under an awarded contract have a speed link of 250Mb.
 - 2.1.3 The connection to the City is currently located at 233 South 10th Street Lincoln, Ne.
 - 2.1.3.1 The City IS Department may consider a move to a different location within the City limits of Lincoln during the term of the contract.
 - 2.1.3.2 In the event the City IS Department moves to a new location within the City Limits of Lincoln during the term of the contract, Vendor will coordinate the moving of equipment with the IS Department staff.
 - 2.1.3.3 Vendor shall indicate any projected costs for moving equipment to a different facility during the term of the contract in the Attribute section of the ebid response.
- 2.2 Demark Router
 - 2.2.1 The demark router is provided by the ISP, and is currently a Cisco unit.
- 2.3 ISP Egress
 - 2.3.1 The current ISP's egress to the internet is one full 50Mb connection.
- 2.4 Usage
 - 2.4.1 There are currently no limitations to the number of users or the amount of traffic generated by or received by the City.
 - 2.4.2 The monthly rate is flat and not based on usage.
- 2.5 The current ISP provides the following additional services
 - 2.5.1 Net News Transfer Protocol Services (NNTP) for City.
 - 2.5.2 Secondary Domain Name Services (DNS) for City.
 - 2.5.3 Technical Support Services 24hours per day, 365 days per year.
 - 2.5.4 City will require no Internet Protocol (IP) or address blocks
 - 2.5.4.1 The City currently utilizes it's own registered internet address blocks.

3. LINCOLN ELECTRIC SERVICES

- 3.1 All of the services listed for City are also provided to Lincoln Electric Services at no additional cost.
 - 3.1.1 LES shares the same connection and services with the City of Lincoln.

4

SUBMITTALS

- 4.1 Vendor shall submit a Tactical Plan for implementation, including detailed listing of hardware configuration, a network diagram, the connection speed and a project time line for the project.
 - 4.1.1 Tactical plan shall be typed and drawn on company letterhead or clearly marked with the company name and bid number, and attached to the Response Attachment section of the ebid response.
- 4.2 Vendor shall describe the extent of maintenance to be provided for these services, including how maintenance is accessed, availability of maintenance personnel, and response time.
 - 4.2.1 Maintenance information shall be typed on company letterhead and attached to the Response Attachment section of the ebid response.
- 4.3 Vendor shall provide a list of at least (3) three references of which have been receiving services which meet or exceed those listed in these Specifications.
 - 4.3.1 Reference information shall include the company name, contact name, company address, email address, and type of services provided.
 - 4.3.2 Reference information shall be typed on company letterhead and attached to the Response Attachment section of the ebid response.
- 4.4 Vendor may submit any value added services which will be offered by the Vendor if awarded the contract.
 - 4.4.1 Value added information shall be typed on company letterhead and attached to the Response Attachment section of the ebid response.

ADDENDUM #1

Issue Date:12/24/13

SPECIFICATION NO.14-016

FOR

Internet Service Provider

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

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

PLEASE NOTE: QUESTIONS ARE IN BLACK PRINT AND ANSWERS AND CLARIFICATIONS ARE IN RED PRINT.

1. I understand that you currently have a 50 Meg Internet connection and the RFP is for 250 Meg of Internet. In the information, it is indicating that the City of Lincoln could/would like the opportunity to increase the connection (if needed) at any time during the contract term (48 months). It indicates that you would like to see pricing in 100 Meg increments from the 250 Meg. How far should we provide pricing for? Up to 1 Gig?

The pricing requested in the Attribute section of the ebid is a per Mb rate in 100Mb increments up to 1G at or below the Mb rate of the initial 250Mb.

End of Addendum

INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

1. GENERAL PROVISIONS

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

2. INSURANCE REQUIREMENTS

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

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

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

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

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

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

- C. Commercial General Liability Insurance.**

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

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

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

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

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

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

D. Vehicle liability insurance coverage.

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

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

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

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

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

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

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

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

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

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

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

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

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

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

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

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

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

6. PROPERTY INSURANCE/ BUILDER'S RISK.

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

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

INSTRUCTIONS TO BIDDERS
CITY OF LINCOLN, NEBRASKA
E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, hereinafter referred to as "City", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so 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/stnds-spec/index.htm>

2. BID SECURITY

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

3. BIDDER'S REPRESENTATION

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

4. CLARIFICATION OF BIDDING DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 4.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the bidding documents will be issued electronically 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.



CERTIFICATE OF LIABILITY INSURANCE

7/17/2014

DATE (MM/DD/YYYY)

7/16/2013

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

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

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE AMERICAN INSURANCE COMPANY		
INSURER B : INDEMNITY INS. CO. OF N. AMERICA		
INSURER C : ACE Property & Casualty Insurance Co		20699
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES WINCO07 **CERTIFICATE NUMBER:** 12093881 **REVISION NUMBER:** XXXXXXXX

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2MIL AGG PER LOC <input checked="" type="checkbox"/> 2MIL AGG PER PROJECT GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	N	HDOG2702144A	7/17/2013	7/17/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	N	ISAH0872040A	7/17/2013	7/17/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	N	XOOG27052800	7/17/2013	7/17/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC47320732 (AZ,CA,MA) WLRC47320720 (AOS) SCFC47320756. (WI)	7/17/2013 7/17/2013 7/17/2013	7/17/2014 7/17/2014 7/17/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	EXCESS AUTO	N	N	XSAH08519328002	7/17/2013	7/17/2014	LIMIT: \$2,000,000 CSL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CITY OF LINCOLN IS ADDED AS AN ADDITIONAL INSURED AS RESPECTS GENERAL, AUTO, AND UMBRELLA LIAIBILITY COVERAGES, ONLY AS REQUIRED BY WRITTEN CONTRACT, AS ALLOWED BY LAW.

CERTIFICATE HOLDER**CANCELLATION**

12093881 CITY OF LINCOLN 440 SOUTH 8TH STREET LINCOLN NE 68508	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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