DO 11211

AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR ANALYTICAL TESTING FOR LINCOLN-LANCASTER COUNTY HEALTH DEPARTMENT
BID NO: 13-116
FIRST RENEWAL

This Amendment is hereby entered into on this 19 day of MAY, 2014 by and between **Midwest Laboratories, 13611 B Street, Omaha, NE 68144** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **June 12, 2013**, under **D. O. No. 09414**, (the "Agreement"), for **The Annual Requirements for Analytical Testing for Lincoln-Lancaster County Health Department, Bid No. 13-116**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **June 12, 2013 through June 11, 2014**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning **June 12, 2014 through June 11, 2015**; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed **$1,500.00** without prior approval by the City of Lincoln.

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

1) The term of the Agreement shall be from **June 12, 2014 through June 11, 2015.**
2) The estimated expenditures for City Departments for the term of this renewal shall not exceed **$1,500.00** without prior approval by the City of Lincoln.
3) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

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

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

Official City Use Only

Dated this 4th day

of June 2014

Judith M. Halstead

Health Director

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

Company Name: (Please Print)	Midwest Laboratories
By: (Please Sign)	
By: (Please Print)	Jerome J. King
Title: (Please Print)	Contracts Officer
Company Address: (Please Print)	12611 B Street Omaha NE
Company Phone & Fax: (Please Print))	402-334-7770 / 402-334-9121 fax
E-Mail Address: (Please Print)	jking@midwestlab.com
Date: (Please Print)	5/19/11
Contact Person For: "Orders or Service" (Please Print)	Jerome King / Heather Ramly
Phone Number: (Please Print)	402-829-9890

13050149

CONTRACT DOCUMENTS

CITY OF LINCOLN
NEBRASKA

ANNUAL REQUIREMENTS
FOR
Analytical Testing for
Lincoln-Lancaster County Health Department
Bid No. 13-116

Midwest Laboratories
13611 B Street
Omaha, NE 68144
402-334-7770

CITY OF LINCOLN
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 22 day of May 2013, by and between **Midwest Laboratories, 13611 B Street, Omaha, NE 68144**, 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 **Analytical Testing for Lincoln-Lancaster County Health Department, Bid No. 13-116** and,

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

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

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

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

   Agreement to full proposal.

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:

   City will pay for products/service on an as needed basis, according to the attached spread sheet listing pricing and services available as an attachment to the Contractors Proposal/Supplier Response. Tests performed and the various turn around times for this contract is estimated to be a sum of $2,500.00. The City shall order on an as needed, intermittent basis for the duration of the contract.

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

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

5. Termination. This Contract may be terminated by the following:
   - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
   - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
     - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
     - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
     - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year contract with the option for three (3) additional one (1) year terms.

8. The Contract Documents comprise the Contract, and consist of the following:
   1. Contract Agreement
   2. Accepted Proposal/Supplier Response
   3. Addendums No. 1 and 2
   4. Special Provisions
   5. Specifications
   6. Instructions to Bidders
   7. Insurance Requirements

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

DO 9414

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

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk

CITY OF LINCOLN, NEBRASKA

Director, Health Department

Approved by Directorial Order 9414

dated June 12, 2013

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

(SEAL)
Secretary

VP/SECTY

Midwest Laboratories Inc
Name of Corporation

13611 B St
(Address) Omaha, Ne 68144

By: / Jerome J. King
Duly Authorized Official

Contracts Officer.
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By:
Member

By:
Member

IF AN INDIVIDUAL:

Name

Address

Signature

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

Bid Information

Bid Creator	Sharon R. Mulder Asst Purchasing Agent
Email	smulder@lincoln.ne.gov
Phone	(402) 441-7410
Fax	(402) 441-6513
Bid Number	13-116 Addendum 2
Title	Analytical Testing for Lincoln-Lancaster County Health Department, Environmental Public Health Division
Bid Type	Bid
Issue Date	04/03/2013
Close Date	4/17/2013 12:00:00 PM CT
Need by Date	

Contact Information

Address	Purchasing 440 S. 8th St. Lincoln, NE 68508
Contact	Sharon R. Mulder Asst Purchasing Agent
Department	Purchasing
Building	
Floor/Room	Suite 200
Telephone	(402) 441-7428
Fax	(402) 441-6513
Email	smulder@lincoln.ne.gov

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	Midwest Laboratories
Address	13611 B Street Omaha, NE 68144
Contact	Jerome J. King
Department	
Building	
Floor/Room	
Telephone	1 (402) 334-7770
Fax	1 (402) 334-9121
Email	jking@midwestlabs.com
Submitted	4/17/2013 7:07:23 AM CT
Total	$0.00

Signature _____

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	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:	Jerome J. King
6	Contractor Must Provide References in Bidders Response Section	Contractor must provide (4) four references for projects similar in nature to the work required in this project. Each reference must include the following: Owner: Street Address: City: State: Zip: Name Owners Representative: Phone: Project Name and/or Number: Contract Amount: Completion Date:	YES
7	Qualifications	I acknowledge that I have attached our qualification statement or qualifications according to specifications, section 2.	yes - Jerome J. King
8	Reports	I acknowledge that I have attached a copy of a sample report for your review.	Yes
9	Renewal is an Option	Contract Extenstion Renewal is an option.	Yes
10	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
11	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. . ((a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	yes, firm through 2015 - Jerome J. King
12	Response Attachment	I have completed the Excel spreadsheet in the Line Item section and attached it to the RESPONSE ATTACHMENT section of my ebid response.	Yes
13	Numbers in Price Box	<b> I acknowledge, understand and hereby verify that ONLY numbers have been typed into the Unit Price box in the Line Item section of this ebid response. I further understand that if any symbols or letters (other than a decimal point for dollars and cents) have been typed into the Unit Price box that it will result in my bid showing an amount of $0 for respective line items. <b>	Yes
14	Electronic Signature	Please check here for your electronic signature.	Yes

15	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
16	Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Analytical Testing per attached bid sheet.	

Item Notes:
Please fill out the itemized Excel spreadsheet attached below.
Attach completed spreadsheet in the 'Response Attachments' of your response.
You need to include a price in the unit price section; please enter a zero (0).
If no bid sheet is attached to the bid, then the bid will be considered a no bid and it will not be an option for award.

Supplier Notes:

Response Total: $0.00

Midwest Laboratories			
Test Paramet	30 day TAT	14 day TAT	3-5 day TAT
Aluminum	$16.00	$16.00	$16.00
Antimony	$16.00	$16.00	$16.00
Antimony	$18.00	$18.00	$18.00
Arsenic	$16.00	$16.00	$16.00
Arsenic	$18.00	$18.00	$18.00
Barium	$16.00	$16.00	$16.00
Beryllium	$16.00	$16.00	$16.00
Bismuth	$16.00	$16.00	$16.00
Boron	$16.00	$16.00	$16.00
Cadmium	$16.00	$16.00	$16.00
Cadmium	$18.00	$18.00	$18.00
Chromium	$16.00	$16.00	$16.00
Cobalt	$16.00	$16.00	$16.00
Copper	$16.00	$16.00	$16.00
Iron	$16.00	$16.00	$16.00
Lead	$16.00	$16.00	$16.00
Lead	$18.00	$18.00	$18.00
Magnesium	$16.00	$16.00	$16.00
Manganese	$16.00	$16.00	$16.00
Molybdenum	$16.00	$16.00	$16.00
Nickel	$16.00	$16.00	$16.00
Phosphorus	$16.00	$16.00	$16.00
Potassium	$16.00	$16.00	$16.00
Selenium	$16.00	$16.00	$16.00
Selenium	$18.00	$18.00	$18.00
Silicon	$16.00	$16.00	$16.00
Silver	$16.00	$16.00	$16.00
Sodium	$16.00	$16.00	$16.00
Strontium	$16.00	$16.00	$16.00
Sulfur	$16.00	$16.00	$16.00
Thallium	$16.00	$16.00	$16.00
Thallium	$18.00	$18.00	$18.00
Tin	$16.00	$16.00	$16.00
Titanium	$16.00	$16.00	$16.00
Uranium	$16.00	$16.00	$16.00
Uranium	$18.00	$18.00	$18.00
Vanadium	$16.00	$16.00	$16.00
Zinc	$16.00	$16.00	$16.00
Asbestos	$0.00	$0.00	$0.00
BOD	$27.50	$27.50	$0.00
BTEX/TPH Co	$50.00	$50.00	$100.00
BTEX/TPH Co	$60.00	$60.00	$120.00
COD	$25.00	$25.00	$50.00
Corrosivity	$10.00	$10.00	$10.00
Diesel Range	$95.00	$95.00	$190.00
EPA 8080	$180.00	$180.00	$360.00
EPA 8240	$0.00	$0.00	$0.00
EPA 8260	$95.00	$95.00	$190.00
EPA 8260	$105.00	$105.00	$210.00

EPA 8260B (E	$95.00	$95.00	$190.00
EPA 8270	$215.00	$215.00	$430.00
EPA 8270	$240.00	$240.00	$480.00
EPA 9010	$0.00	$0.00	$0.00
Flash Point u	$60.00	$60.00	$120.00
F-list solvents	$0.00	$0.00	$0.00
Fuel ID	$80.00	$80.00	$160.00
Gas Range O	$70.00	$70.00	$140.00
Gas Range O	$80.00	$80.00	$160.00
ID Unknown C	$0.00	$0.00	$0.00
Lead in paint (	$36.00	$36.00	$72.00
OA-1(BTEX, H	$50.00	$50.00	$100.00
OA-1(BTEX, H	$60.00	$60.00	$120.00
OA-1 & OA-2	$100.00	$100.00	$200.00
OA-1 & OA-2	$125.00	$125.00	$250.00
OA-2 (as gasc	$75.00	$75.00	$150.00
OA-2 (as gasc	$85.00	$85.00	$170.00
other testing a	$0.00	$0.00	$0.00
Paint Filter Te	$10.00	$10.00	$10.00
PCB's	$150.00	$150.00	$300.00
PCB's	$160.00	$160.00	$320.00
PCB's	$95.00	$95.00	$190.00
Extractable Pe	$150.00	$150.00	$300.00
Extractable Pe	$150.00	$150.00	$300.00
Acetochlor (Harness)			
Alachlor (Lasso)			
Ametryn (Evik)			
Atrazine (Aatrex)			
Benfluraline (Balan)			
Bromacil (Hyvar)			
Butachlor (Machete)			
Butylate (Sutan)			
Chlorpyrifos (Dursban, Lorsban)			
Cyanazine (Bladex)			
Deethylatrazine			
Deisopropylatrazine			
Dimethenamid (Frontier)			
EPTC (Eptam, Eradicane)			
Ethalfluralin (Sonolan)			
Fonofos (Dyfonate)			
Hexazinone (Velpar)			
Isophenphos (Oftanol)			
Metolachlor (Dual)			
Metribuzine (Sencor)			
Oxadiazon (Ronstar)			
Pendimethalin (Prowl)			
Phorate (Thimet)			
Prometon (Pramitol)			
Prometryn (Capraol)			
Propachlor (Ramrod)			
Propazine (Milogard)			

Simazine (Princep)			
Terbufos (Counter)			
Triallate (Far-go)			
Trifluralin (Treflan)			
horus Pesticid	$150.00	$150.00	$300.00
horus Pesticid	$150.00	$150.00	$300.00
Azinphos Methyl			
Bolstar			
Chlorpyrifos			
Coumaphos			
Demeton			
Diazinon			
Dichlorvos			
Dimethoate			
Disulfoton			
Ethoprop			
Fensulfothion			
Fenthion			
Malathion			
Mevinphos			
Ehtyl Parathion			
Methyl Parathion			
Phorate			
Ronnel			
Sulfotep			
Tokuthion			
Trichloronate			
RCRA TCLP I	$750.00	$750.00	$1,500.00
Reactivity (cya	$146.00	$146.00	$292.00
Sample Diges	$20.00	$20.00	$40.00
sampling kits	$0.00	$0.00	$0.00
TCLP 8 RCRA	$240.00	$240.00	$480.00
TCLP Pesticid	$0.00	$0.00	$0.00
TCLP RCRA I	$200.00	$200.00	$400.00
TCLP Semi V	$325.00	$325.00	$650.00
TCLP Volatile	$185.00	$185.00	$370.00
Total 8 RCRA	$150.00	$150.00	$300.00
Total 8 RCRA	$158.00	$158.00	$316.00
Total Cyanide	$40.00	$40.00	$80.00
Total Cyanide	$55.00	$55.00	$110.00
Total Dissolve	$16.00	$16.00	$28.00
Total Halogen	$90.00	$90.00	$180.00
Total RCRA M	$110.00	$110.00	$220.00
Total RCRA M	$118.00	$118.00	$236.00
Total Suspend	$12.00	$12.00	$24.00
TPH	$50.00	$50.00	$100.00

Analytical Testing for
Lincoln-Lancaster County Health Department
Environmental Public Health Division

1. **SUPPLEMENTAL INSTRUCTIONS:**
   - 1.1 It is the intent of the Lincoln-Lancaster County Health Department (LLCHD) to award a company that can provide analytical testing for water, wastewater, hazardous materials and wastes, and other environmental samples on an as needed, intermittent basis.
   - 1.2 Bidder shall submit bid documents and all supporting material via e-bid.
   - 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov) or fax: (402) 441-6513.
     - 1.3.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
     - 1.3.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
     - 1.3.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
       - 1.3.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
   - 1.4 Quoting Procedures:
     - 1.4.1 LLCHD desires a unit price type contract for this work.
     - 1.4.2 The contractor will complete and submit price schedules for all work
     - 1.4.3 The contract will be awarded to the firm determined to be the most responsive and responsible firm submitting the best bid.
       - 1.4.3.1 References and work experience in similar field will be considered.
   - 1.5 Basis of Bid:
     - 1.5.1 Prices shall be provided for all requested analytical parameters specified in this request.
     - 1.5.2 Prices shall be quoted for soils, solids, liquids, and sludges
   - 1.6 Terms of Contract:
     - 1.6.1 This will be a one year contract with an option to renew for three (3) additional one (1) year terms upon mutual consent.

2. **EXPERIENCE, MATERIALS AND WORKMANSHIP:**
   - 2.1 Qualifications:
     - 2.1.1 Services shall be provided by a qualified firm that regularly engages in environmental and hazardous waste testing.
       - 2.1.1.1 Qualified firm shall be defined as a firm that has routinely contracted for environmental and hazardous waste analysis for a minimum of 10 years.
       - 2.1.1.2 They shall all participate in an EPA approved QA/QC program.
   - 2.2 All equipment, materials and procedures shall be of the highest quality and meet standards set forth in EPA SW-846 for the specified method.

3. **REPORTS**
   - 3.1 All data shall be available via secure web portal accessible by password and those reports and associated data shall be able to be printed.

3.1.1 Reports shall include:

3.1.1.1 Sample date and time

3.1.1.2 Sample location

3.1.1.3 Physical state of sample

3.1.1.4 Sample jar size and type

3.1.1.5 Ccopy of signed chain of custody

3.1.1.6 Test results/analytical results

3.1.1.7 Sample temperature upon arrival

3.1.1.8 Type of sample preservation

3.1.1.9 Any damage to sample or container upon arrival

3.1.1.10 Quality assurance/quality control if requested

3.1.2 Reports shall be provided within the specified time frame 4 Modifications:

4.1 Modifications to the contract may be requested at any time by either LLCHD or the contractor.

4.2 If the contractor is unable to complete the work requested within the specified time frame, LLCHD may use other contract, non-contract or government laboratory's as needed.

5. **EXCLUSIVITY**

5.1 LLCHD shall not be required to use any particular contractor for any specific analytical testing.

5.2 LLCHD may send split/duplicate samples to other laboratory's for quality assurance and/or quality control.

6. **INVOICES**

6.1 Accurate invoices shall be provided via USPS to LLCHD within 30 days of acceptance of test results.

6.2 Invoices shall be itemized.

6.3 Invoices that have disputed costs/charges may be short paid until the issue is resolved.

6.4 Invoices shall be submitted to LLCHD, Attn: EPH Hazmat, 3140 N Street, Lincoln NE, 68510.

ADDENDUM #1
Issue Date:04/09/13

SPECIFICATION NO.13-116
FOR
ANALYTICAL TESTING FOR LINCOLN-LANCASTER COUNTY HEALTH DEPARTMENT, ENVIRONMENTAL PUBLIC HEALTH DIVISION

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

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

1. Q) In reviewing the documents for the bid, I did not notice anything referencing sample collection; will the city be providing personnel for sample collection and shipping to the laboratory?

   A) Sampling is not included in this contract.

All other terms and conditions shall remain unchanged.

Sharon Mulder
Asst. Purchasing Agent

ADDENDUM #2
Issue Date: 04/11/13

SPECIFICATION NO.13-116
FOR
ANALYTICAL TESTING FOR LINCOLN-LANCASTER COUNTY HEALTH DEPARTMENT, ENVIRONMENTAL PUBLIC HEALTH DIVISION

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

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

1). Q Does LLCHD pay for shipping of samples back to the laboratory or do the bid prices need to factor in the cost of shipping samples to the laboratory?

A We pay shipping to the lab, the lab pays for the return of the shipping container to LLCHD.

2). Q What was the yearly volume of each test requested in the prior contract period?
3). Q What was the yearly value of the contract in the prior contract period?

A We have other contracts that include analytical testing; so the workload may vary. In the past two (2) years, they have spent less than $500 per year on testing. The majority of these testing line items will not be used in most years.

4). Q Is it acceptable to "no bid" some of the line items on the rate sheet?
See attached rate sheet and Column E for additional questions.

A A no bid is acceptable on a line item; but we are looking to award to a vendor that can provide all services.

5). Q Could you please clarify the F-solvents line item? There are 39 difference F-list solvents.

A We want to know if the solvents in the F-list are present in the material sent in for testing.

All other terms and conditions shall remain unchanged.

Sharon Mulder
Asst. Purchasing Agent

Advertise 1 time
Wednesday, April 3, 2013

City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: **12:00 pm, Wednesday, April 17, 2013** for providing the following:

Analytical Testing for Lincoln-Lancaster County Health Department, Environmental Public Health Division

Bid No. 13-116

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To Register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration")

Upon e-mail notification of registration approval, you may go to the E-Bid site to respond to this bid. Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-7428 or (402) 441-7417 or *smulder@lincoln.ne.gov*

SPECIAL PROVISIONS
FOR
TERM CONTRACTS

PURCHASING DEPARTMENT
CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA

1. ESTIMATED QUANTITIES

1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.

1.2 Items listed may or may not be an inclusive requirements for this category.

1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.

1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.

2.2 Bidder must indicate in the Bid, if extension renewals are an option.

2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.

3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:

1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
6. Approved price changes are not applicable to orders already issued and in process at time of price change.
7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.
9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

4. CONTRACT ADMINISTRATION

4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.

4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.

4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.

4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.

4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.

5.2 Such quarterly report shall itemize the following information:
1. Each ordering department.
2. Items and quantities purchased by department.
3. Total dollar amount of purchases by department.

INSURANCE REQUIREMENTS
FOR ALL CITY CONTRACTS

1. GENERAL PROVISIONS

A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

C. **Occurrence Basis Coverage.** All insurance shall be provided on an ***occurrence basis*** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.

D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.

E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.

F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

2. INSURANCE REQUIREMENTS

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

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

(1) Claims under workers' compensation, disability benefit, or other employee benefit acts;

(2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;

(3) Claims customarily covered under personal injury liability coverage;

(4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;

(5) Claims arising out of ownership, maintenance or use of any motor vehicle;

(6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

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

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

Coverage	**Listing**	**Min Amt**	**Notes**
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/stndspec/index.htm

2. **BID SECURITY**
   - 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with this bidding document, as indicated on the bid.
     - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Division at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 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.

__X__ 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.