

RECEIVED

C - 14 - 0274  
MAY 29 2014

AMENDMENT TO AGREEMENT  
LANCASTER COUNTY/PUBLIC BUILDING COMMISSION  
VENDING SERVICES FOR LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION  
BID NO. 13-125  
LANCASTER COUNTY CLERK

This Amendment is hereby entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Pepsi-Cola of Lincoln, 1901 Windhoek Dr., Lincoln, NE 68512 (hereinafter "Contractor") and Lancaster County, and Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of renewing the Contract C-13-0316, dated July 16, 2013, (the "Contract"), for Vending Services for Lancaster County and Public Building Commission, Bid No. 13-125, which is made a part hereof by this reference.

WHEREAS, the parties wish to amend the contract with the following changes:

1. The fit pick pricing will be \$.75 on all Fit Pick Items. Item 4.5.4.
2. The commission on snack foods will be reduced to 10.5% from 15%. The commission on drinks will remain the same at 25.5%.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-13-0316 and stated herein the parties agree as follows:

1. The Contract shall be amended with the following changes: The fit pick pricing will be \$.75 on all Fit Pick Items. Item 4.5.4. The commission on snack foods will be reduced to 10.5% from 15%. The commission on drinks will remain the same at 25.5%.
2. All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect

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

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

The Board of County Commissioners of Lancaster County, Nebraska

Executed this 3 day of June, 2014

Executed this 10<sup>th</sup> day of June, 2014

[Handwritten signatures of Board of County Commissioners]

Linda White  
Lincoln-Lancaster County Public Building Commission

[Handwritten signature]  
Lancaster County Attorney

[Handwritten signature]  
Public Building Commission Attorney

FDR

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

<b>Company Name: (Please Print)</b>	Pepsi-Cola of Lincoln
<b>By: (Please Print)</b>	Steve Ford
<b>By: (Please Print)</b>	Steve Ford
<b>Title: (Please Print)</b>	CEO
<b>Company Address: (Please Print)</b>	1901 Winchcock Drive 68512
<b>Company Phone &amp; Fax: (Please Print)</b>	(402) 423-7330 (402) 423-2173
<b>E-Mail Address: (Please Print)</b>	Sford@linpepco.com
<b>Date: (Please Print)</b>	5/20/14
<b>Contact Person For: "Orders or Service" (Please Print)</b>	
<b>Phone Number: (Please Print)</b>	

RECEIVED  
C-13-0310  
JUL 11 2013

LANCASTER COUNTY  
CLERK

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY,  
LINCOLN - LANCASTER COUNTY  
PUBLIC BUILDING COMMISSION**

**Vending Services for  
Lancaster County and Public Building Commission  
Bid No. 13-125**

**Pepsi-Cola of Lincoln  
1901 Windhoek Dr.  
Lincoln, NE 68512  
402-423-7330**

**LANCASTER COUNTY, NEBRASKA and  
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between Pepsi-Cola of Lincoln, 1901 Windhoek Dr., Lincoln, NE 68512, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have 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 **Vendor Services for Lancaster County and Public Building Commission, Bid No. 13-125**, and

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

WHEREAS, the Owners, 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 Owners have 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; © 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 Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

**Agreement to full proposal.**

2. The Contractor agrees to pay to the Owners a commission of 25.50% of Gross Revenue on cold beverages and 15.50% of Gross Revenue on snacks and hot beverages based upon the suggested vending prices describe in 3.5.1 of the specifications. The Owner will entertain a Guaranteed Annual Minimum Commission once a 12-month period of history is available based upon the established commission rates for the new Lancaster Correctional Facilities. The Contractor agrees to pay the Owners a signing bonus of Five Thousand Dollars (\$5,000.00), to be split per County, Public Building Commission and County Corrections per their annual sales volume. The Contractor also agrees to set pricing pursuant to the rates provided in Section 3.5.1, a copy thereof being attached hereto and made a part of this Contract.

Revenue payments shall be sent to:

Lancaster County  
c/o Dennis Meyer  
Budget & Fiscal Director  
555 S. 10<sup>th</sup> St.  
Lincoln, NE 68508

Quarterly revenue payments shall be made as one lump sum covering all machines at all locations; however, such lump sum payments must be accompanied by a statement showing gross revenues at each location by type of sales.

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 Owners 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 Owners 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 Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' 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. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements,

Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the County" or "Building Commission") it shall mean the "Owners" encompassing Lancaster County and Lincoln-Lancaster County Building Commission.

8. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a four (4) year term beginning on July 1, 2013 through June 30, 2017 with the option to renew for one (1) additional four (4) year term.
9. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Agreement
  2. Accepted Proposal/Response
  3. Addendum No. 1
  4. Special Provisions
  5. Specifications
  6. Instructions to Bidders
  7. Insurance Requirements
  8. Sales Tax Exemption Form 13

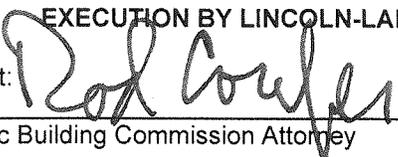
These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

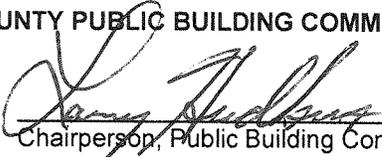
The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

**EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

Attest:

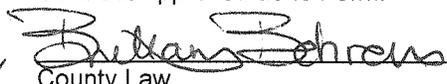
  
Public Building Commission Attorney

  
Chairperson, Public Building Commission

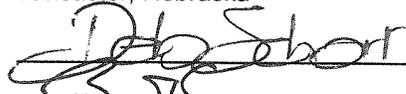
dated 7-16-13

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

for   
County Law

The Board of County Commissioners of  
Lancaster, Nebraska


dated 7/16/13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Rene Fel (SEAL)  
Secretary

First Choice Vending Company  
Name of Corporation

1901 Windhoek Drive, Lincoln, NE 68512  
(Address)

By: Rene Fel  
Duly Authorized Official

President  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

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

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

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

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

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

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Sharon R. Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact
Phone	(402) 441-7410			
Fax	(402) 441-6513			
Bid Number	13-125 Addendum 1	Department	Purchasing	Department
Title	Vending Services for Lancaster County and Public Building Commission	Building	Suite 200	Building
Bid Type	RFP	Floor/Room		Floor/Room
Issue Date	05/24/2013	Telephone	(402) 441-7428	Telephone
Close Date	6/7/2013 12:00:00 PM CT	Fax	(402) 441-6513	Fax
Need by Date		Email	smulder@lincoln.ne.gov	Email

## Supplier Information

Company	Pepsi-Cola of Lincoln
Address	1901 Windhoek Dr  Lincoln, NE 68512
Contact	Larry Buchmann
Department	General Manager
Building	
Floor/Room	
Telephone	1 (402) 4237330 141
Fax	1 (402) 4230852
Email	lbuchmann@linpepco.com
Submitted	6/6/2013 3:02:17 PM 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	Contact	Name of person submitting this bid:	Larry Buchmann
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Specifications	I acknowledge reading and understanding the specifications.	Yes
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
8	GAMC	What GAMC would be based on Sales? (Guaranteed Annual Minimum Commission)	Pepsi-Cola will entertain a GAMC after 12 months
9	Signing Bonus	Amount of Sign On Bonus	\$5,000
10	Additional Values	Do you have any additional value added offerings for products, commissions, services and/or enhancements to the Owners? If yes, please elaborate.	25.5% Commission on Cold Beverage and 15.5% on Snacks and Hot Beverages
11	Electronic Signature	Please check here for your electronic signature.	Yes
12	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

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**Line Items**

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#	Qty	UOM	Description	Response
1	1	EA	Percentage of Gross RevenueThis is to notify you that RFP 13-125 for Vending Services for Lancaster County and the Public Building Commission is available. Please prepare your written response and return your proposals as instructed in the RFP according to the specifications. Respond to the Attribute section (above) of this electronic bid and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions, call 402-441-7417.	\$0.00

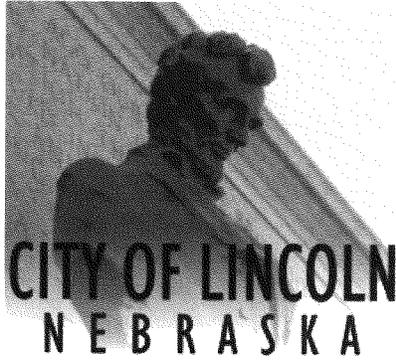
Item Notes:

Supplier Notes:

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Response Total: \$0.00

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**Responses to  
Request for Proposal  
#13-125**





We have read and understand the special provisions and instructions of this Request for Proposal (RFP) #13-125. Please note in Section 3 of Special Provisions, Owners desire to use a formula based upon a nationally recognized index to change prices. This is not a practical approach to changing vending prices. Pepsi will work with Owners to establish changes to vending prices throughout contract term. Pepsi-Cola of Lincoln and First Choice Vending are wholly owned subsidiaries of LinPepCo. The ownership and management are controlled by the same individuals. For purposes of addressing the specifications of RFP #13-125, we use the entity name Pepsi-Cola. If the Owners should have any questions as to this structure, we will address these issues when raised.

All insurance requirements will be completed and adhered to by all LinPepCo entities.

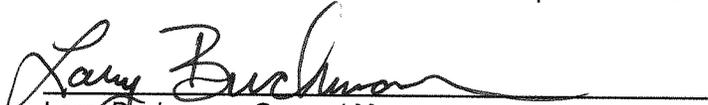
Please see below specific responses to individual inquiries or questions, where required.

1. Project Scope

1.2 The Owners must specifically define the protocol for placing equipment at new locations. This protocol should include but is not limited to:

- (1) Contact person for Owners to authorize placements.
- (2) Specific instructions as to payments of commission.
- (3) Detailed list of venues entitled to receive benefits under this program.
- (4) Process used to communicate with contractor relative to changes made within Owners venues or Owners policies.

1.6 We agree to the term of the contract with option to renew for one additional four year term.

  
Larry Buchmann, General Manager

2. General Information

2.2 See attached.

2.4 (References) Kim Phelps, Associate Chancellor for Business and Finance, UNL, (402) 472-3322  
Tom Lorenz, General Manager, Pershing, (402) 416-5227  
Holly Lewis, Assistant Recreation Manager, Lincoln Parks & Recreation, (402) 441-4902

2.5 Single Point of Contact for Pepsi-Cola  
Larry Buchmann, General Manager, Office (402) 423-7330 ext. 141, Cell (402) 326-0158



2.2

Brand and Package Portfolio

Retail	12 oz.	15.2 oz.	20 oz.
<b>Carbonated Soft Drink (CSD)</b>			
Pepsi	X		X
Pepsi NEXT	X		X
Pepsi ONE	X		X
Pepsi MAX	X		X
Diet Pepsi	X		X
Diet Pepsi Vanilla	X		X
Diet Pepsi Lime	X		X
Pepsi Throwback	X		X
Caffeine Free Pepsi	X		X
Caffeine Free Diet Pepsi	X		X
Mountain Dew	X		X
Diet Mountain Dew	X		X
Mountain Dew Code Red	X		X
Diet Mountain Dew Code Red	X		X
Mountain Dew Live Wire	X		X
Caffeine Free Diet Mountain Dew	X		X
Mountain Dew Voltage	X		X
Mountain Dew White Out	X		X
Diet Mountain Dew Supernova	X		X
Mountain Dew Throwback	X		X
Wild Cherry Pepsi	X		X
Diet Wild Cherry Pepsi	X		X
Sierra Mist Natural	X		X
Diet Sierra Mist	X		X
Mug Rootbeer	X		X
Diet Mug Rootbeer	X		X
DOC360	X		X
Diet DOC360	X		X
Crush Orange	X		X
Crush Diet Orange	X		X
Crush Grape	X		X
Crush Strawberry	X		X
Crush Cherry	X		X
Hawaiian Punch	X		X
<b>Ocean Spray</b>			
Apple 100%		X	
Orange 100%		X	
Cranberry Grape		X	
Ruby Red Grapefruit		X	
Strawberry Kiwi		X	
Pineapple Peach Mango		X	
Cranberry Cocktail		X	
<b>Aquafina</b>			
Purified Water	X		X
<b>Aquafina Splash</b>			
Raspberry			X
Wild Berry			X
Grape			X



2.2

Brand and Package Portfolio, Con't.

Retail	12 oz.	16 oz.	18.5 oz.	20 oz.
<b>Propel</b>				
Kiwi Strawberry				X
Berry				X
Grape				X
<b>SoBe Life Water</b>				
Strawberry Kiwi				X
Pomegranate Cherry				X
Blackberry Grape				X
Lemonade				X
Pomegranate Nectarine Coconut Water				X
Mango Mandarin Coconut Water				X
Pacific Coconut Water				X
Black Cherry Dragonfruit				X
Strawberry Apricot				X
Yumberry Pomegranate Zero Calorie				X
Strawberry Kiwi Lemonade				X
Fuji Apple Pear Zero Calorie				X
Black & Blue Berry Zero Calorie				X
Strawberry Dragonfruit Zero Calorie				X
Cherimoya Punch				X
<b>Lipton Brisk</b>				
Lemon Sweet	X			X
Sweet	X			X
Lemonade	X			X
Pink Lemonade	X			X
<b>Lipton Iced Tea</b>				
Green Tea Citrus				X
Diet Green Tea Citrus				X
<b>Lipton Naturals</b>				
Green Tea Citrus				X
Iced Tea Lemon				X
Green Tea Passionfruit Mango				X
Diet Green Tea Citrus				X
Diet Green Tea Watermelon				X
Green Tea Pomegranate Blueberry				X
<b>Lipton Pure Leaf</b>				
Unsweetened			X	
Sweet			X	
Peach			X	
Raspberry			X	
Green Tea Honey			X	
Peach Not Too Sweet			X	
Green Tea Honey Not Too Sweet			X	
<b>G2</b>				
Fruit Punch				X
Grape				X
Blueberry Pomegranate				X
Glacier Freeze				X
<b>Gatorade</b>				
Lemon Lime				X
Fruit Punch				X
Orange				X
Grape				X
Glacier Freeze				X
Cool Blue Raspberry				X
Riptide Rush				X



# PEPSI-COLA of LINCOLN

2.2

## Brand and Package Portfolio, Con't.

Retail	15 oz.	16 oz.	20 oz.
<b>SoBe Beverage</b>			
Green Tea			X
Citrus Energy			X
Power Fruit Punch			X
Pina Colada			X
Strawberry Banana			X
Orange Cream			X
Strawberry Daiquiri			X
<b>SoBe Energy</b>			
No Fear		X	
<b>AMP Energy</b>			
AMP		X	
AMP Sugar Free		X	
AMP Boost Cherry		X	
AMP Boost Mixed Berry		X	
AMP Boost Grape		X	
AMP Active Lemonade		X	
AMP Active Sugar Free Lemonade		X	
<b>Rockstar Energy</b>			
Original		X	
Original Sugar Free		X	
Zero Carbs		X	
Juiced Mango Orange Passionfruit		X	
Punched		X	
Punched Guava		X	
Punched Blue Raspberry		X	
Recovery Lemonade		X	
Recovery Orange		X	
Recovery Grape		X	
Recovery Tea Lemonade		X	
XDurance		X	
Super Sour Bubbleberry		X	
Super Sour Green Apple		X	
<b>Rockstar Roasted Energy Coffee</b>			
Mocha	X		
Vanilla	X		
<b>Starbucks Doubleshot Energy Coffee</b>			
Coffee	X		
Mocha	X		
Vanilla	X		
Vanilla Light	X		
White Chocolate	X		



# PEPSI-COLA of LINCOLN

## 2.2

### Brand and Package Portfolio, Con't.

Retail / Fountain	9.5 oz.	12 oz.	13.7 oz.	14 oz.
<b>Starbucks Frappuccino</b>				
Coffee	X		X	
Vanilla	X		X	
Vanilla Light	X			
Mocha	X		X	
Mocha Light	X			
Caramel			X	
<b>Starbucks Refreshers</b>				
Raspberry Pomegranate		X		
Strawberry Lemonade		X		
<b>Muscle Milk</b>				
Milk Chocolate				X
Strawberry Creme				X
Banana Crème				X
Vanilla Creme				X
Chocolate Light				X

### 3. Vending Machine Information

#### 3.5

Pepsi-Cola recommends maintaining the current placement of beverage and snack vending machines and additional placement of machines can be placed as mutually agreed. The following page is a list of beverage and snack items, including package size and suggested vend price. A standard merchandising schematic can be followed or we can provide detailed recommendations for each vendor based on locations.



# PEPSI-COLA of LINCOLN

## 3.5.1

### Beverage Items

Brand	Ounces	Suggested Vend Price
Diet Pepsi Lime	12 ounce Can	\$0.60
Diet Pepsi Vanilla	12 ounce Can	\$0.60
Pepsi ONE	12 ounce Can	\$0.60
Pepsi	12 ounce Can	\$0.60
Diet Pepsi	12 ounce Can	\$0.60
Caffeine Free Pepsi	12 ounce Can	\$0.60
Caffeine Free Diet Pepsi	12 ounce Can	\$0.60
Mountain Dew	12 ounce Can	\$0.60
Diet Mountain Dew	12 ounce Can	\$0.60
Mountain Dew Live Wire	12 ounce Can	\$0.60
Schweppes Ginger Ale	12 ounce Can	\$0.60
Pepsi Throwback	12 ounce Can	\$0.60
Mountain Dew Throwback	12 ounce Can	\$0.60
Caffeine Free Diet Mountain Dew	12 ounce Can	\$0.60
Wild Cherry Pepsi	12 ounce Can	\$0.60
Diet Wild Cherry Pepsi	12 ounce Can	\$0.60
Pepsi NEXT	12 ounce Can	\$0.60
DOC 360	12 ounce Can	\$0.60
Diet DOC 360	12 ounce Can	\$0.60
Mountain Dew Code Red	12 ounce Can	\$0.60
Diet Mountain Dew Code Red	12 ounce Can	\$0.60
Mug Rootbeer	12 ounce Can	\$0.60
Mug Diet Rootbeer	12 ounce Can	\$0.60
Hawaiian Punch	12 ounce Can	\$0.60
Diet Sierra Mist	12 ounce Can	\$0.60
Mountain Dew White Out Citrus	12 ounce Can	\$0.60
Sierra Mist Natural	12 ounce Can	\$0.60
Pepsi MAX	12 ounce Can	\$0.60
Brisk Lemonade	12 ounce Can	\$0.60
Brisk Pink Lemonade	12 ounce Can	\$0.60
Diet Mountain Dew Supernova Strawberry Melon	12 ounce Can	\$0.60
Mountain Dew Voltage Raspberry Citrus	12 ounce Can	\$0.60
Lipton Brisk Sweet Tea	12 ounce Can	\$0.60
Lipton Brisk Lemon Sweet Tea	12 ounce Can	\$0.60
Crush Orange	12 ounce Can	\$0.60
Crush Diet Orange	12 ounce Can	\$0.60
Crush Grape	12 ounce Can	\$0.60
Crush Strawberry	12 ounce Can	\$0.60
Crush Cherry	12 ounce Can	\$0.60
Crush Orange	20 ounce Bottle	\$1.25
Pepsi	20 ounce Bottle	\$1.25
Diet Pepsi	20 ounce Bottle	\$1.25
Caffeine Free Diet Pepsi	20 ounce Bottle	\$1.25
Mountain Dew	20 ounce Bottle	\$1.25
Diet Mountain Dew	20 ounce Bottle	\$1.25
Mountain Dew Live Wire	20 ounce Bottle	\$1.25
Pepsi Throwback	20 ounce Bottle	\$1.25
Mountain Dew Throwback	20 ounce Bottle	\$1.25
Caffeine Free Diet Mountain Dew	20 ounce Bottle	\$1.25
Wild Cherry Pepsi	20 ounce Bottle	\$1.25
Diet Wild Cherry Pepsi	20 ounce Bottle	\$1.25
Pepsi NEXT	20 ounce Bottle	\$1.25
DOC 360	20 ounce Bottle	\$1.25
Diet DOC 360	20 ounce Bottle	\$1.25
Mountain Dew Code Red	20 ounce Bottle	\$1.25
Mug Rootbeer	20 ounce Bottle	\$1.25
Hawaiian Punch	20 ounce Bottle	\$1.25
Diet Sierra Mist	20 ounce Bottle	\$1.25
Mountain Dew White Out Citrus	20 ounce Bottle	\$1.25
Sierra Mist Natural	20 ounce Bottle	\$1.25
Pepsi MAX	20 ounce Bottle	\$1.25

Brand	Ounces	Suggested Vend Price
Lipton Brisk Lemonade	20 ounce Bottle	\$1.25
Lipton Brisk Strawberry Melon	20 ounce Bottle	\$1.25
Lipton Brisk Pink Lemonade	20 ounce Bottle	\$1.25
Diet Mountain Dew Supernova Strawberry Melon	20 ounce Bottle	\$1.25
Mountain Dew Voltage Raspberry Citrus	20 ounce Bottle	\$1.25
Lipton Brisk Lemon Sweet Tea	20 ounce Bottle	\$1.25
Crush Orange	20 ounce Bottle	\$1.25
Crush Grape	20 ounce Bottle	\$1.25
Crush Strawberry	20 ounce Bottle	\$1.25
Aquafina	20 ounce Bottle	\$1.25
Aquafina Splash Grape	20 ounce Bottle	\$1.25
Aquafina Splash Wild Berry	20 ounce Bottle	\$1.25
Aquafina Splash Raspberry	20 ounce Bottle	\$1.25
Lipton Iced Diet Green Tea Citrus	20 ounce Bottle	\$1.25
Lipton Natural Green Tea Citrus	20 ounce Bottle	\$1.25
Lipton Natural Iced Tea Lemon	20 ounce Bottle	\$1.25
Lipton Natural Green Tea Passionfruit Mango	20 ounce Bottle	\$1.25
Lipton Natural Diet Green Tea Citrus	20 ounce Bottle	\$1.25
Lipton Natural Diet Green Tea Watermelon	20 ounce Bottle	\$1.25
Lipton Natural Green Tea Pomegranate Blueberry	20 ounce Bottle	\$1.25
SoBe Life Water Pomegranate Neclarine with Coconut Water	20 ounce Bottle	\$1.50
SoBe Life Water Mango Mandarin with Coconut Water	20 ounce Bottle	\$1.50
SoBe Life Water Pacific Coconut with Coconut Water	20 ounce Bottle	\$1.50
SoBe Life Water Strawberry Kiwi Lemonade	20 ounce Bottle	\$1.50
SoBe Life Water Strawberry Kiwi	20 ounce Bottle	\$1.50
SoBe Life Water Pomegranate Cherry	20 ounce Bottle	\$1.50
SoBe Life Water Blackberry Grape	20 ounce Bottle	\$1.50
SoBe Life Water Black Cherry Dragonfruit	20 ounce Bottle	\$1.50
SoBe Life Water Strawberry Apricot	20 ounce Bottle	\$1.50
SoBe Life Water Lemonade	20 ounce Bottle	\$1.50
SoBe Life Water Yumbery Pomegranate Zero Calorie	20 ounce Bottle	\$1.50
SoBe Life Water Fuji Apple Pear Zero Calorie	20 ounce Bottle	\$1.50
SoBe Life Water Black & Blue Berry Zero Calorie	20 ounce Bottle	\$1.50
SoBe Life Water Acai Fruit Punch	20 ounce Bottle	\$1.50
SoBe Life Water Mango Melon	20 ounce Bottle	\$1.50
SoBe Life Water Strawberry Dragonfruit Zero Calorie	20 ounce Bottle	\$1.50
SoBe Life Water Cherimoya Punch	20 ounce Bottle	\$1.50
G2 Glacier Freeze	20 ounce Bottle	\$1.50
G2 Blueberry Pomegranate	20 ounce Bottle	\$1.50
G2 Fruit Punch	20 ounce Bottle	\$1.50
G2 Grape	20 ounce Bottle	\$1.50
Gatorade Fruit Punch	20 ounce Bottle	\$1.50
Gatorade Grape	20 ounce Bottle	\$1.50
Gatorade Orange	20 ounce Bottle	\$1.50
Gatorade Lemon Lime	20 ounce Bottle	\$1.50
Gatorade Glacier Freeze	20 ounce Bottle	\$1.50
Gatorade Cool Blue	20 ounce Bottle	\$1.50
Gatorade RipSide Rush	20 ounce Bottle	\$1.50
Propel Kiwi Strawberry	20 ounce Bottle	\$1.50
Propel Berry	20 ounce Bottle	\$1.50
Propel Grape	20 ounce Bottle	\$1.50
Ocean Spray Cranberry Cocktail	15.2 ounce Bottle	\$1.50
Ocean Spray Cranberry Grape	15.2 ounce Bottle	\$1.50
Ocean Spray Orange Juice 100%	15.2 ounce Bottle	\$1.50
Ocean Spray Apple Juice 100%	15.2 ounce Bottle	\$1.50
Ocean Spray Strawberry Kiwi	15.2 ounce Bottle	\$1.50
Ocean Spray Pineapple Peach Mango	15.2 ounce Bottle	\$1.50
Ocean Spray Ruby Red Grapefruit	15.2 ounce Bottle	\$1.50



# PEPSI-COLA of LINCOLN

## 3.5.1

### Snack Items

Gum and Mints	Ounces	Suggested Vend Price
Big Red (5 Stick)		\$0.60
Extra (5 Stick)		\$0.60
Peppermint (5 Stick)		\$0.60
Wintergreen (5 Stick)		\$0.60
Trident Tropical (18 Stick)		\$1.25
Trident Watermelon (18 Stick)		\$1.25
Trident Original (18 Stick)		\$1.25
Extra Peppermint (15 Stick)		\$1.25
Extra Polar Ice (15 Stick)		\$1.25
Extra Spearmint (15 Stick)		\$1.25
Candy	Ounces	Suggested Vend Price
Peanuts	1.50	\$0.50
Crackers -- Cheese/ PB	1.38	\$0.50
Crackers -- Cheese/Cheese	1.38	\$0.50
3 Musketeer	2.13	\$0.85
Butterfinger	2.10	\$0.85
Gobstopper	1.77	\$0.85
Nature Valley Granola Bars	1.20	\$0.85
Kellogg's Special K Bar Blueberry	0.88	\$0.85
Kellogg's Special K Bar Strawberry	0.88	\$0.85
Kellogg's Special K Bar Choc Pretzel	0.77	\$0.85
M&M Peanuts	1.74	\$0.85
M&M Plain	1.69	\$0.85
Mike and Ike	1.80	\$0.85
Nut Roll	1.80	\$0.85
Skittles Orig.	2.17	\$0.85
Skittles Wildberry	2.17	\$0.85
Snickers	2.07	\$0.85
Starburst	2.07	\$0.85
Sweet Tarts	1.80	\$0.85
Twix	1.79	\$0.85
Twizzlers, Nibs	2.25	\$0.85
Baby Ruth	2.10	\$0.85
Nestle Crunch	1.55	\$0.85
PB M&M's	1.63	\$0.85
Pretzel M&M's	1.14	\$0.85
Skinny Cow Dreamy Clusters	1.00	\$0.85
Skinny Cow Milk Chocolate Crisp	0.77	\$0.85
Triple Salami	1.50	\$1.25
Sweet 'n' Salty	2.00	\$1.00
Beef Jerky	0.80	\$1.25
Reese's Cups	2.10	\$1.25
General Mills Cocoa Puff Bar	1.73	\$1.25
General Mills Golden Graham Bar	2.10	\$1.25
General Mills Lucky Charms Bar	1.70	\$1.25

Bagged Candy	Ounces	Suggested Vend Price
Sour Patch	3.50	\$1.50
Reese's Pieces	3.50	\$1.50
Mike and Ike	5.00	\$1.50
Hot Tamales	5.00	\$1.50
Gummy Bears	4.50	\$1.50
Sour Worms	4.50	\$1.50
Wonka Laffy Taffy	6.00	\$2.00
Wonka Gummy Sweet Tarts	5.25	\$2.00
Chips	Ounces	Suggested Vend Price
SCO Lays	1.50	\$0.85
Cheetos	2.00	\$0.85
Cool Ranch Doritos	1.75	\$0.85
CSC	1.50	\$0.85
Dorito Nacho	1.75	\$0.85
Fritos	2.00	\$0.85
Funyuns	1.25	\$0.85
Jalapeno Cheetos	2.00	\$0.85
Lays Regular	1.50	\$0.85
Quaker Munchies	1.75	\$0.85
Salsa Con Queso Cheetos	2.00	\$0.85
Skins	1.75	\$0.85
Baked Ruffles	1.13	\$0.85
Baked SCO	1.13	\$0.85
Baked BBQ	1.13	\$0.85
Pretzels	2.00	\$0.85
Sunchips Harvest Cheddar	1.50	\$0.85
Hippie Chips	1.00	\$0.85
Veggie Wheat Thins	1.75	\$1.00
Special K Crker Chips/Sea Salt	1.06	\$1.00
Special K Crker Chips/Cheddar	1.06	\$1.00
POP Chips/ SCO	0.80	\$1.00
POP Chips/ BBQ	0.80	\$1.00
Boulder Chip. Rice & Bean	1.50	\$1.00
Boulder Salt Rice & Bean	1.50	\$1.00
Boulder Hummus	1.50	\$1.00
Cookie and Snack Items	Ounces	Suggested Vend Price
Grandma's Fudge C. Chip	2.50	\$0.85
Cheddar Chex Mix	1.75	\$0.85
Famous Amos	3.00	\$1.00
Cheezit	3.00	\$1.00
Gardettos	2.50	\$1.00
Grandma Mini	3.71	\$1.00
Rice Krispie Bars	2.13	\$1.00
Act II	2.75	\$1.00
Fruit Snacks	2.50	\$1.00



# PEPSI-COLA of LINCOLN

## 3.5.1

### Snack Items, Con't.

<b>Pastry</b>	<b>Ounces</b>	<b>Suggested Vend Price</b>
Poptart Strawberry	3.60	\$1.00
Crumb Cake	3.25	\$1.00
Cupcakes	4.00	\$1.00
Donuts	4.00	\$1.00
Dunkin Stix	4.00	\$1.00
Pies	4.50	\$1.00
Zingers	4.25	\$1.00
Apple Danish	4.00	\$1.00
Big Texas	4.00	\$1.00
Butterhorn	4.00	\$1.00
Cheese Danish	4.00	\$1.00
Chery Cheese	4.25	\$1.00
Honey Bun	4.75	\$1.00
<b>Ice Cream</b>	<b>Ounces</b>	<b>Suggested Vend Price</b>
Big Neapolitan	6.00	\$1.25
Big Vanilla	6.00	\$1.25
FrozFruit Bar	3.00	\$1.25
Heath Bar	4.00	\$1.25
Strawbery Shortcake	4.00	\$1.25
Swiss Miss Fudge Bar	2.50	\$1.25
Chocolate Eclair	4.00	\$1.25
Champ Cone	4.60	\$1.25
Chips Galore Ice Cream Sandwich	4.50	\$1.25
Snickers	3.33	\$2.00
Twix	3.20	\$2.00
Choco Taco	4.00	\$2.00
Klondike Bar	5.50	\$2.00
Milky Way Bar	2.80	\$2.00
Oreo Bar	4.00	\$2.00
<b>Hot Beverages</b>	<b>Ounces</b>	<b>Suggested Vend Price</b>
Regular/Decaf	8.00	\$0.50
Cappuccino	8.00	\$0.50
Hot Chocolate	8.00	\$0.50
Regular/Decaf	12.00	\$0.75
Cappuccino	12.00	\$0.75
Hot Chocolate	12.00	\$0.75



#### 4. Healthy Vending Choices

- 4.5.2 Pepsi-Cola recommends reserving 25% of vend selections for healthy choice items. However, we will follow the merchandising standards as listed in our attachment. We reserve the right to discuss changes to the percentage of healthy choice items based upon actual sales volume of these products.
- 4.5.3 Attached.
- 4.5.4 Prices will be equivalent to other vended items.
- 4.5.5 Healthy choice items will be placed in the preferred position in the vending machine. However, due to the constraints of the vendors, not all healthy items will fit into the top third of the machine.

4.5.6-4.5.7

#### Promoting Fit Pick™

Consumer education and promotion are absolutely crucial to successfully launching Fit Pick™ for the Owners. Goals of promotion include:

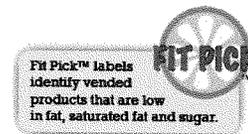
- Maintaining and growing your revenue base
- Encouraging existing customers to try new products
- Attracting a new base of health-conscious customers
- Raising the awareness of all consumers that Fit Pick™ is available
- Educating consumers about the meaning of Fit Pick™ nutritional criteria



In summary, Fit Pick™ will offer the Owners an easy-to-implement program that can transform vending machines into part of the solution to our local and national health problems! It offers consumers the option of choosing snacks that support a healthier lifestyle. Fit Pick™ products meet predetermined nutritional standards and are clearly identified, making them easy to locate in all vending machines. This serves an educational purpose for those who would like to eat better but don't know where or how to start.

4.5.7.2

Please refer to 4.5.3.





4.5.3

The 35-10-35 is the most widespread nutritional guideline in the country.

The 35-10-35 nutritional guidelines means the following:

- Less than 35% of total calories are fat calories
- Less than 10% of total calories are saturated fat calories
- Less than 35% of total weight from sugar (9 grams per 100 calories)

The following is a list of all the items that meet the requirements of the 35-10-35 guidelines.

Healthy Choice Snacks

<u>Large Spiral Items</u>	<u>Small Spiral Items</u>
• Beef Jerky/Nuggets	• NV Oat & Honey Granola Bar
• Gardetto's Reduced Fat	• NV Peanut Butter Granola Bar
• Chex Mix	• Fiber One Oats & Chocolate
• Quaker Baked Cheddar Munchie Mix	• Fiber One Oats & Peanut Butter
• Pepperidge Farm Goldfish Mix Ups	• Quaker Chewy Choc Chip Granola Bar
• Elfin Animal Crackers	• Quaker Chewy Peanut Butter/CC Granola Bar
• Austin Zoo Animal Crackers	• Cinnamon Toast Crunch Bar
• Basil Animal Crackers	• Nutrigrain Strawberry Bar
• Honey Wheat Pretzel Braids	• Snickers Marathon Multigrain Energy Bar
• Rold Gold Tiny Twist Pretzels	• 3 Musketeer Brownie Generation Max Bar
• Snyder's Sourdough Pretzel Nibs	• Sugar Free Vanilla Wafers
• Harvest Cheddar Sun Chips	• Whole Grain Cracker & Cheese
• Reduced Fat Baked Cheez Its	• Peanuts
• Andy Capp Hot Fries	• Corn Nuts (all flavors)
• Crunch and Munch	
• TGIF Cheddar/Bacon Skins	
• LSS Baked SCO	
• LSS Baked BBQ	
• LSS Baked Nacho Doritos	
• LSS Baked CSC	
• LSS Baked Cheetos	
• Reduced Fat SS Chili Doritos	
• Rice Krispie Treats	
• Strawberry Pop Tarts	
• Brown Sugar Pop Tarts	



# PEPSI-COLA of LINCOLN

## 4.5.3

### Healthy Choice Beverages

Brand	Ounces	Brand	Ounces
Diet Pepsi Lime	12 ounce Can	SoBe Life Water Pomegranate Nectarine with Coconut Water	20 ounce Bottle
Diet Pepsi Vanilla	12 ounce Can	SoBe Life Water Mango Mandarin with Coconut Water	20 ounce Bottle
Pepsi ONE	12 ounce Can	SoBe Life Water Pacific Coconut with Coconut Water	20 ounce Bottle
Diet Pepsi	12 ounce Can	SoBe Life Water Strawberry Kiwi Lemonade	20 ounce Bottle
Caffeine Free Diet Pepsi	12 ounce Can	SoBe Life Water Strawberry Kiwi	20 ounce Bottle
Diet Mountain Dew	12 ounce Can	SoBe Life Water Pomegranate Cherry	20 ounce Bottle
Caffeine Free Diet Mountain Dew	12 ounce Can	SoBe Life Water Blackberry Grape	20 ounce Bottle
Diet Wild Cherry Pepsi	12 ounce Can	SoBe Life Water Black Cherry Dragonfruit	20 ounce Bottle
Diet DOC 360	12 ounce Can	SoBe Life Water Strawberry Apricot	20 ounce Bottle
Diet Mountain Dew Code Red	12 ounce Can	SoBe Life Water Lemonade	20 ounce Bottle
Mug Diet Rootbeer	12 ounce Can	SoBe Life Water Yumberry Pomegranate Zero Calorie	20 ounce Bottle
Diet Sierra Mist	12 ounce Can	SoBe Life Water Fuji Apple Pear Zero Calorie	20 ounce Bottle
Diet Mountain Dew Supernova Strawberry Melon	12 ounce Can	SoBe Life Water Black & Blue Berry Zero Calorie	20 ounce Bottle
Crush Diet Orange	12 ounce Can	SoBe Life Water Acai Fruit Punch	20 ounce Bottle
Diet Pepsi	20 ounce Bottle	SoBe Life Water Mango Melon	20 ounce Bottle
Caffeine Free Diet Pepsi	20 ounce Bottle	SoBe Life Water Strawberry Dragonfruit Zero Calorie	20 ounce Bottle
Diet Mountain Dew	20 ounce Bottle	SoBe Life Water Cherimoya Punch	20 ounce Bottle
Caffeine Free Diet Mountain Dew	20 ounce Bottle	G2 Glacier Freeze	20 ounce Bottle
Diet Wild Cherry Pepsi	20 ounce Bottle	G2 Blueberry Pomegranate	20 ounce Bottle
Diet DOC 360	20 ounce Bottle	G2 Fruit Punch	20 ounce Bottle
Diet Sierra Mist	20 ounce Bottle	G2 Grape	20 ounce Bottle
Diet Mountain Dew Supernova Strawberry Melon	20 ounce Bottle	Propel Kiwi Strawberry	20 ounce Bottle
Aquafina	20 ounce Bottle	Propel Berry	20 ounce Bottle
Aquafina Splash Grape	20 ounce Bottle	Propel Grape	20 ounce Bottle
Aquafina Splash Wild Berry	20 ounce Bottle	Ocean Spray Cranberry Cocktail	15.2 ounce Bottle
Aquafina Splash Raspberry	20 ounce Bottle	Ocean Spray Cranberry Grape	15.2 ounce Bottle
Lipton Iced Diet Green Tea Citrus	20 ounce Bottle	Ocean Spray Orange Juice 100%	15.2 ounce Bottle
Lipton Natural Diet Green Tea Citrus	20 ounce Bottle	Ocean Spray Apple Juice 100%	15.2 ounce Bottle
Lipton Natural Diet Green Tea Watermelon	20 ounce Bottle	Ocean Spray Strawberry Kiwi	15.2 ounce Bottle
		Ocean Spray Pineapple Peach Mango	15.2 ounce Bottle
		Ocean Spray Ruby Red Grapefruit	15.2 ounce Bottle



## PEPSI-COLA of LINCOLN

### 5. Service Requirements

No additional responses required.

### 6. Commission Information and Requirements

- 6.3.4 Pepsi-Cola will pay the Owners 25.50% of Gross Revenue on cold beverages and 15.50% of Gross Revenue on snacks and hot beverages. Commissions are based upon the suggested vend prices described in 3.5.1. Gross Revenue is defined in Section 6.1 of RFP.
- 6.4 Currently, Owners have no historical information for the new Lancaster Correctional Facility. Once a 12 month period of history is available based upon the established commission rates, Pepsi-Cola will entertain a Guaranteed Annual Minimum Commission.
- 6.5 The commission percentage will be firm for term of the contract and extensions. See 6.4 for discussion of guaranteed minimum.
- 6.7 \$5,000

### 7. Award Criteria

Pepsi-Cola acknowledges the award criteria established by the Owners for this RFP.

### 8. Transition

Pepsi-Cola is hopeful there will be no need for a transition plan.

### 9. Assignment and Termination

Pepsi-Cola acknowledges the provisions of this section.

# SPECIFICATIONS

## VENDING SERVICES FOR LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION

### 1. PROJECT SCOPE

- 1.1 Lancaster County and Public Building Commission (hereinafter referred to as the "Owners") is interested in executing a long term contract with a Beverage and Vending Services Firm (hereinafter referred to as Vendor) to install and manage beverage and vending machines throughout the County and PBC facilities.
- 1.2 Products and services required under contract will include but are not limited to:
  - 1.2.1 Soft drink and snack food vending machine services at various Owners building locations.
- 1.3 Vendor shall provide a variety of beverages and snacks that are typical of vending selections and healthy choices as specified.
- 1.4 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Sharon Mulder, Asst. Purchasing Agent ([smulder@lincoln.ne.gov](mailto:smulder@lincoln.ne.gov)) Or fax: (402) 441-6513.
  - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
  - 1.5.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
  - 1.5.3 Any communication with the Owners staff other than the Purchasing Department is prohibited and may result in the rejection of bid.
- 1.6 The Owners are interested in a contract term of four (4) years beginning on July 1, 2013 through June 30, 2017 with the option to renew for one (1) additional four (4) year term.

### 2. GENERAL INFORMATION

- 2.1 The program shall include providing, installing, maintaining, and servicing the vending systems for Owners.
- 2.2 Only name brand products will be allowed for dispensing in the machines provided.
  - 2.2.1 Other products, depending on sales volume, may be substituted during the contract term for items offered in your response; however, prices shall remain the same as kindred items offered in your response.
  - 2.2.2 If no similar products are noted in the bid response, but are added to the machine later, the prices shall be mutually agreed upon by the Owners.
  - 2.2.3 Vendor must consider input from the staff at facilities when adding or deleting items from the machines.
- 2.3 The Owners will furnish at its own expense all electricity and water lines used for the operation of the vending machines.
  - 2.3.1 Vendors equipment must be suitable to operate with the existing physical plant layout, utility and outlet locations, etc.
  - 2.3.2 The Owners will not be responsible for making any improvements or modifications to the existing areas in order to accommodate the Vendor.
  - 2.2.3 In offering utility hookups and space the Owners are not assuming liability for the Vendors equipment and/or its contents.
- 2.4 Vendor will be required to provide three (3) references of facilities where they are currently providing beverage and vending services in a quantity that is equal to or exceeds the amount of product per month/year as listed in the attachments.
  - 2.4.1 References must be listed on letterhead and attached to the Attachments Section of the e-bid response.
- 2.5 Vendor shall indicate a single point of contact for departments to contact.

### 3. VENDING MACHINE INFORMATION

- 3.1 General Vending Information
  - 3.1.1 Beverage Machine - Cold

- 3.1.2 Beverage Machine - Hot (coffee, tea, cocoa)
- 3.1.3 Snack Machine (crackers, candy, chips)
- 3.1.3 Cold Food Machine (sandwiches, fruit, milk)
- 3.1.4 Frozen Machine (ice cream bars, burritos, etc.)
- 3.2 Current vending machines and their locations listed below:
  - 3.2.1 **Justice & Law Enforcement**
    - 3.2.1.1 Address: 575 S. 10<sup>th</sup> St.
    - 3.2.1.2 Beverage Machine, Cold = 1
    - 3.2.1.3 Snack Machine = 1
    - 3.2.1.4 Cold Food = 1
    - 3.2.1.5 Frozen Machine = 1
    - 3.2.1.6 Beverage Machine, Hot = 1
  - 3.2.2 **County/City Building**
    - 3.2.2.1 Address: 555 S. 10<sup>th</sup> St.
    - 3.2.2.2 Beverage Machine, Cold = 6
    - 3.2.2.3 Snack Machine = 3
    - 3.2.2.4 Cold Food = 1
    - 3.2.2.5 Beverage Machine, Hot = 2
    - 3.2.2.6 Frozen Machine = 1
  - 3.2.3 **Court House Plaza**
    - 3.2.3.1 Address: 633 S. 9<sup>th</sup> St.
    - 3.2.3.2 Beverage Machine, Cold = 2
  - 3.2.4 **Trabert Hall**
    - 3.2.4.1 Address: 2202 S. 11<sup>th</sup> St.
    - 3.2.4.2 Beverage Machine, Cold = 2
    - 3.2.4.3 Snack Machine = 1
  - 3.2.5 **City/County Health Department**
    - 3.2.5.1 Address: 3140 "N" Street
    - 3.2.5.2 Beverage Machine, Cold = 3
    - 3.2.5.3 Snack Machine = 2
  - 3.2.6 **Lancaster County Engineer**
    - 3.2.6.1 Address: 444 Cherrycreek, Building C
    - 3.2.6.2 Beverage Machine, Cold = 1
    - 3.2.6.3 Snack Machine = 1
  - 3.2.7 **Lancaster County Maintenance Shop**
    - 3.2.7.1 Address: 444 Cherrycreek, Building B
    - 3.2.7.2 Beverage Machine, Cold = 1
    - 3.2.7.3 Snack Machine = 1
  - 3.2.8 **Youth Services Center**
    - 3.2.8.1 Address: 1200 Redcliff Street
    - 3.2.8.2 Beverage Machine, Cold = 2
    - 3.2.8.3 Snack Machine = 1
    - 3.2.8.4 Cold Food = 1
  - 3.2.9 **County Corrections**
    - 3.2.9.1 Address: 605 S. 10<sup>th</sup> Street
    - 3.2.9.2 Beverage Machine, Cold = 1
    - 3.2.9.3 Beverage Machine, Hot = 1
    - 3.2.9.4 Snack Machine = 1
  - 3.2.10 **Lancaster Correctional Facility**
    - 3.2.10.1 **Address: 4420 NW 41<sup>st</sup> Street**
    - 3.2.10.2 **Beverage Machine, Cold = 4**
    - 3.2.10.3 **Beverage Machine, Hot = 1**
    - 3.2.10.4 **Snack Machine = 3**
    - 3.2.10.5 **Cold Food = 1**
    - 3.2.10.6 **Frozen Machine = 1**
    - 3.2.10.7 **This location will close after the new facility is opened.**
  - 3.2.11 **NEW Lancaster Correctional Facility**
    - 3.2.11.1 Address: 3801 West "O" Street
    - 3.2.11.2 Machines to be determined but tentatively looking at a beverage machine, both cold and hot, snack machine and a frozen machine.

- 3.3 The Vendor must provide a bill changer capable of changing \$1, \$5, \$10, and \$20 bills if requested.
- 3.4 Vendor must provide plastic utensils for customer use if requested.
- 3.5 Vendor shall provide a list which includes the number of machines proposed at each location, specific contents of each machine (including brand names), the package weight, and all prices charged for each item sold.
  - 3.5.1 List shall be on company letterhead and attached in the Attachments Section of the e-bid response.

**4. HEALTHY VENDING CHOICES**

- 4.1 The Owners seek to encourage a healthy community and workforce and is committed to setting a positive example and providing leadership on healthy lifestyle choices to our citizens and our employees.
- 4.2 Providing healthy choices in the Owners beverage and snack vending machines is necessary to this effort.
- 4.3 The goal is to offer healthy options while still allowing freedom of choice.
- 4.4 Healthier options in vending machines may assist individuals in leading a healthier lifestyle.
- 4.5 The Owners request that the Vendor provides a detailed outline on how your beverage and vending service can contribute to our goal of creating an even healthier community.
  - 4.5.1 Plans shall include but not be limited to the following options:
  - 4.5.2 Reserve a percentage of food and beverages sold in the Owners operated vending machines dedicated to meeting nutrition standards.
  - 4.5.3 Identification of all food and beverage choices meeting the outlined nutrition standards in the vending machine as a "healthy choice".
  - 4.5.4 Setting prices for food and beverage items meeting the outlined nutrition standards at a price that is equivalent to or lower than the price of the remaining items within the vending machine that do not meet these nutrition standards.
  - 4.5.5 Placing food and beverage items meeting the outlined nutrition standards within the top third of the vending machine so that they are visible at eye level.
  - 4.5.6 Color coding vending items and placing signage on the machine that indicates which color-coded items meet the nutritional standard.
  - 4.5.7 Place signage on or near the machine which encourages the purchase of healthy items.
    - 4.5.7.1 The Health Department and CIC Department will assist in providing artwork for signage.
    - 4.5.7.2 Please provide the complete list of healthy beverages and foods which will be put into these machines in the written portion of your proposal.

**5. SERVICE REQUIREMENTS**

- 5.1 The Vendor shall furnish all materials, supplies, and labor required in the operation of the agreement at their own expense.
- 5.2 Servicing of machines and related equipment repair service shall be of the same quality offered to the retail segment of your trade.
- 5.3 Machines damaged by vandalism, accident, or natural occurrences shall be repaired or replaced at Vendors expense within twenty-four (24) hours of notification.
- 5.4 Machines shall be located within the specified locations at the direction of the Superintendents and/or Directors in charge of the facilities.
  - 5.4.1 Security considerations shall take priority in all areas of this project.
    - 5.4.1.1 The Owners reserves the right to refuse access to the Vendors employees based on criminal history or security issues.
- 5.5 Vendor will schedule all re-stocking, repairs and maintenance of the equipment in advance with the Superintendent and/or Director of each facility.
- 5.6 Proper cleaning and sanitizing of the machines is essential, particularly machines vending open liquids, such as coffee products.
  - 5.6.1 Vendor shall provide all vending services in strict compliance with all the laws and ordinances of the City, County and State of Nebraska, as well as any local Health Department standards, now and hereafter in effect during the term of this agreement.

**6. COMMISSION INFORMATION AND REQUIREMENTS**

- 6.1 The Vendor shall maintain an accurate, verifiable recording and tracking system acceptable to Owners for substantiating commission payments.

- 6.2 Attachment "First Quarter Report" shows the gross revenues generated from the 1<sup>st</sup> quarter of 2013.
- 6.3 The Vendor shall pay commission quarterly on all completed transactions, based on GROSS REVENUES.
  - 6.3.1 GROSS REVENUES shall be defined as the total revenue earned from all sales of vending products, without any allowance or deduction for operational costs, taxes (**other than NE sales tax**), equipment charges, or other fees, expenses, or payments to suppliers.
  - 6.3.2 Commission payment on gross revenues for the calendar quarter shall be paid by the 15th of the following month; and any balance remaining unpaid upon termination of this agreement shall be paid within fifteen (15) days after date of such termination.
  - 6.3.3 A 10% per month late fee will be assessed by the Owners for payments not received by the 15th of the following month.
  - 6.3.4 Vendor shall list the commission rate in the Attribute section of the ebid.
- 6.4 Vendor shall provide a Guaranteed Annual Minimum Commission (GAMC) dollar amount which shall be clearly stated in the Attribute section of the ebid.
- 6.5 The Commission percentage and the Guaranteed Annual Minimum Commission (GAMC) shall be firm and fixed for the duration of the contract period and any extensions thereof.
  - 6.5.1 Owners shall not pay nor be liable for any costs.
- 6.6 Commission payments shall be sent to:
  - County/City Property Management
  - 920 "O" Street
  - Lincoln, NE 68508
  - % Cindy Dittmer, Account Clerk
- 6.7 Vendor will be given the opportunity to pay the Owners a signing bonus if vendor chooses to do so.
  - 6.7.1 Amount of signing bonus will be listed in the Attribute Section of the Bid.

**7. AWARD CRITERIA**

The following criteria will be considered when evaluating and awarding this request:

- 7.1 Vendor's proven ability to provide similar vending service programs.
- 7.2 Variety of items listed in the Vendor's response.
- 7.3 The Price charged for items offered.
- 7.4 Guaranteed annual minimum commission offered to the Owners.
- 7.5 The Signing Bonus offered.
- 7.6 Any additional value added offerings for products, commissions, services and/or enhancements to the Owners.
- 7.7 The age and condition of the machines to be placed into service.
- 7.8 The financial stability of the company.

**8. TRANSITION PLAN**

- 8.1 Successful Vendor must ensure smooth transition from current provider (First Choice Vending) and work closely to schedule replacement of existing equipment to new systems in order to limit downtime.

**9. ASSIGNMENT AND TERMINATION**

- 9.1 This agreement shall not be assigned by the Successful Vendor without express written permission of the Owners.
- 9.2 The Owners may terminate the contract for cause if the Vendor:
  - 9.2.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete vending service.
  - 9.2.2 Fails to make payments to the Owners for commissions or is continuously late with commission payments.
  - 9.2.3 Fails to make payments to suppliers or subcontractors for materials and/or labor in accordance with the respective agreements between the Vendor and subcontractors.
  - 9.2.4 If the Vendors employees commit a breach of facility security rules.
  - 9.2.5 Otherwise commits a substantial breach of any provision of the contract agreement.
- 9.3 By mutual agreement with both parties of the contract, upon receipt and acceptance

of not less than sixty (60) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.

9.3.1 Upon such termination, the Vendor shall pay the Owners the full commission amount due as a result of all vending transactions properly completed using the equipment placed on Owners property, to the date of termination and not previously paid to the Owners.

Lancaster County  
 Full Service Vending Sales and Commissions  
 For the three months ended March 31, 2013

Customer Name	Customer Number	Machine Number	Machine Description	2013	
				Cash Collected	Commissions
LANCASTER COUNTY FAC F/S	101726	32358	PEPSI 20OZ	3,798.16	741.76
LANCASTER COUNTY FAC F/S	101726	32359	CAN MACHINE	3,561.25	695.51
LANCASTER COUNTY FAC F/S	101726	32360	CAN	3,825.50	747.13
LANCASTER COUNTY FAC F/S	101726	32361	20 OZ BOTTLE	3,787.10	739.62
LANCASTER COUNTY FAC F/S	101726	70784	EAST SNACK # 2	5,075.05	991.15
LANCASTER COUNTY FAC F/S	101726	70785	WEST SNACK # 1	7,519.70	1,468.61
LANCASTER COUNTY FAC F/S	101726	70787	NORTH COFFEE MACHINE # 1	4,955.95	967.92
LANCASTER COUNTY FAC F/S	101726	70788	COLD FOOD	7,278.75	1,421.55
LANCASTER COUNTY FAC F/S	101726	70789	FROZEN MACHINE	4,100.35	800.78
LANCASTER COUNTY FAC F/S	101726	70802	SNACK #3	5,489.35	1,072.06
				49,391.16	9,646.09

\* Commissions are paid on net revenue. Net revenue is cash collected minus sales tax.

Lancaster County  
 Full Service Vending Sales and Commissions  
 For the three months ended March 31, 2013

Customer Name	Customer Number	Machine Number	Machine Description	2013	
				Cash Collected	Commissions
PUBLIC BUILDING COMM F/S	101539	32230	SUB STATION 27TH 200Z	262.75	42.77
PUBLIC BUILDING COMM F/S	101539	32234	POLICE/SHERIFF 200Z #2	830.10	135.10
PUBLIC BUILDING COMM F/S	101539	32235	POLICE/SHERIFF 200Z #1	1,256.30	204.48
PUBLIC BUILDING COMM F/S	101539	32236	JURY ROOM 3RD 200Z	1,718.35	279.68
PUBLIC BUILDING COMM F/S	101539	32289	911 BLDG	982.90	159.96
PUBLIC BUILDING COMM F/S	101539	33102	INSIDE - 20 OZ	402.60	65.53
PUBLIC BUILDING COMM F/S	101539	33117	1ST FLOOR SNACK BAR	1,804.95	293.75
PUBLIC BUILDING COMM F/S	101539	33268	NEW BREAKROOM 2ND FLOOR	1,022.15	166.35
PUBLIC BUILDING COMM F/S	101539	70730	JURY ROOM SNACK	1,137.30	185.10
PUBLIC BUILDING COMM F/S	101539	70731	POLICE/SHERIFF COLD FOOD	785.40	127.82
PUBLIC BUILDING COMM F/S	101539	70737	POLICE/SHERIFF SNACK	1,527.80	248.65
PUBLIC BUILDING COMM F/S	101539	70738	POLICE/SHERIFF FROZEN	138.75	22.58
PUBLIC BUILDING COMM F/S	101539	70739	POLICE/SHERIFF COFFEE	74.75	12.17
PUBLIC BUILDING COMM F/S	101539	70740	COUNTY CITY BLDG SNACK	1,217.15	198.10
PUBLIC BUILDING COMM F/S	101539	70741	COUNTY CITY BLDG COFFEE	232.00	37.76
PUBLIC BUILDING COMM F/S	101539	71107	1ST FLOOR - MAIN HALLWAY	222.60	36.23
PUBLIC BUILDING COMM F/S	101539	71112	COLD FOOD	641.06	-
PUBLIC BUILDING COMM F/S	101539	71174	NEW BREAKROOM 2ND FLOOR	669.70	109.00
PUBLIC BUILDING COMM F/S	101539	71281	COFFEE - 2ND FLOOR	58.20	9.47
PUBLIC BUILDING COMM F/S	101539	33490	TRABERT HALL-1ST FLOOR	626.30	101.93
PUBLIC BUILDING COMM F/S	101539	33491	TRABERT HALL-BASEMENT	278.35	45.29
PUBLIC BUILDING COMM F/S	101539	71299	TRABERT HALL -1ST FLOOR	627.95	102.18
				16,517.41	2,583.90

\*Commissions are paid on net revenue. Net revenue is cash collected minus sales tax.

Lancaster County  
 Full Service Vending Sales and Commissions  
 For the three months ended March 31, 2013

				2013	
Customer Name	Customer Number	Machine Number	Machine Description	Cash Collected	Commissions
LIN/LNCSTER CTY HLTH F/S	101684	32821	CONF V AREA-CTY HLTH DEPT	801.00	-
LIN/LNCSTER CTY HLTH F/S	101684	32822	EMP BRKRM - CTY HLTH DEPT	400.35	-
LIN/LNCSTER CTY HLTH F/S	101684	71007	EMP BRK RM-CTY HLTH DEPT	534.75	-
LANCASTER CO ENGINEER F/S	102674	32986	BREAKROOM	194.75	-
LANCASTER CO ENGINEER F/S	102674	71060	BREAKROOM	523.35	-
LANCASTER COUNTY SHOP F/S	129002	31349	CAN	242.90	-
LANCASTER COUNTY SHOP F/S	129002	70360	SNACK	432.85	-
WILLOW BROOK F/S	103331	33332	CAN	118.45	-
WILLOW BROOK F/S	103331	71204	SNACK	166.55	-
SUMMER HILL APTS F/S	101949	32591	CLUBHOUSE	37.45	-
				3,452.40	-

\*Commissions are paid on net revenue. Net revenue is cash collected minus sales tax.

**Addendum #1  
For  
Vending Services  
for  
Lancaster County and Public Building Commission  
Bid No. 13-125**

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:

- Q. Is it possible to receive a tour of the New Lancaster Correctional Facility located at 3801 West "O" Street?
- A. No touring of this site is necessary or any others. Please refer to specifications, 3.2.11; quantities shall be one (1) each of machines listed at this point. This facility will not be equipment like the facility currently located at 4420 NW 41<sup>st</sup> Street.

All other terms and conditions shall remain unchanged.

Dated this 30th day of May, 2013.

Sharon Mulder  
Asst. Purchasing Agent

# 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 CLAUSE FOR ALL COUNTY CONTRACTS

The Contractor shall indemnify and hold harmless, to the fullest extent allowed by law, Lancaster County, Nebraska, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of tangible property, including the loss of use resulting therefrom, that are caused in whole or in part by the Contractor, any subcontractor, or any agents or representatives, either directly or indirectly employed by them.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by LANCASTER COUNTY, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Workers' Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by 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 of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include Statutory requirements

Coverage B - Employers Liability

\$100,000 Each Person

\$100,000 Each Person by Disease

\$500,000 Policy Limit - Disease

- B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

and:

2. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.
3. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.
4. Coverage shall also include Products/Completed Operations.
5. Lancaster County shall be named as Additional insured (CG2010 or equivalent).
6. The Commercial General Liability coverage shall be endorsed with the Designated

Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).

- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:
- |                                   |                                 |
|-----------------------------------|---------------------------------|
| Bodily Injury and Property Damage | 1,000,000 Combined Single Limit |
|-----------------------------------|---------------------------------|
- D. Railroad Contractual Liability Insurance: 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).
- 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 Lancaster County Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.
- F. Builder's Risk Insurance: (For Building Construction Contracts Only) Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to LANCASTER COUNTY and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with LANCASTER COUNTY by the time work on the building begins and such insurance shall be subjected to the approval of LANCASTER COUNTY.
- G. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. 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 A.M. Best's Rating of no less than A:VII unless specific approval has been granted by LANCASTER COUNTY.
- H. Certificate of Insurance: All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing LANCASTER COUNTY is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

*The original certificate shall be provided to Lancaster County as designated and a copy to: Office of Risk Management, Lancaster County (555 So. 9<sup>th</sup> Street, Lincoln, NE 68508)*

# INSTRUCTIONS TO PROPOSERS

LANCASTER COUNTY, NEBRASKA  
PURCHASING DIVISION

## 1. PROPOSAL PROCEDURE

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

## 2. EQUAL OPPORTUNITY

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

## 3. DATA PRIVACY

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

## 4. PROPOSER'S REPRESENTATION

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

## 5. INDEPENDENT PRICE DETERMINATION

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

## 6. SPECIFICATION CLARIFICATION

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

## **7. ADDENDA**

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

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

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

## **9. SITE VISITATION**

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

## **10. EVALUATION AND AWARD**

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

## **11. TERMINATION/ASSIGNMENT**

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

## **12. INDEMNIFICATION**

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

## **13. TERMS OF PAYMENT**

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

## **14. LAWS**

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

## **15. AFFIRMATIVE ACTION**

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

## **16. TAXES AND TAX EXEMPT CERTIFICATE**

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

## **17. E-VERIFY**

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

**Advertise 2 times  
Friday, May 24, 2013  
Friday, May 31, 2013**

**City of Lincoln/Lancaster County  
Purchasing Division  
Request for Proposals**

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, Friday, June 7, 2013** for providing the following:

**Vending Services for Lancaster County,  
And Public Building Commission  
RFP No. 13-125**

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

Upon e-mail notification of registration approval, you may go to the E-Bid site to respond to this bid. Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-7428 or (402) 441-7410 or [smulder@lincoln.ne.gov](mailto:smulder@lincoln.ne.gov)



# Nebraska Resale or Exempt Sale Certificate

FORM  
13

for Sales Tax Exemption

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER				NAME AND MAILING ADDRESS OF SELLER			
Name Lancaster County				Name Pepsi-Cola of Lincoln			
Street or Other Mailing Address 555 South 10th Street				Street or Other Mailing Address 1901 Windhoek Dr.			
City Lincoln	State NE	Zip Code 68508		City Lincoln,	State NE	Zip Code 68512	

**Check Type of Certificate**

Single Purchase  Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One  Purchase for Resale (Complete Section A)  Exempt Purchase (Complete Section B)  Contractor (Complete Section C)

### SECTION A — Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a:  Wholesaler  Retailer  Manufacturer  Lessor of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

### SECTION B — Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold Date of Seller's Original Purchase Was Tax Paid when Purchased by Seller? Was Item Depreciable?  
 YES  NO  YES  NO

### SECTION C — For Contractors Only

**1. Purchases of Building Materials or Fixtures:**

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

**2. Purchases Made Under Purchasing Agent Appointment on behalf of \_\_\_\_\_:** (exempt entity)

Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign here

Authorized Signature

Purchasing Agent  
Title

7-8-13  
Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.



# Nebraska Resale or Exempt Sale Certificate

FORM  
13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name Lincoln-Lancaster County Public Building Commission			Name Pepsi-Cola of Lincoln		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 1901 Windhoek Dr.		
City Lincoln	State NE	Zip Code 68508	City Lincoln	State NE	Zip Code 68512

### Check Type of Certificate

Single Purchase  Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One  Purchase for Resale (Complete Section A)  Exempt Purchase (Complete Section B)  Contractor (Complete Section C)

## SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a:  Wholesaler  Retailer  Manufacturer  Lessor of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

## SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold Date of Seller's Original Purchase Was Tax Paid when Purchased by Seller? Was Item Depreciable?  
 YES  NO  YES  NO

## SECTION C—For Contractors Only

### 1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of \_\_\_\_\_: (exempt entity)

Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign here

Authorized Signature

Purchasing Agent

Title

2-8-13  
Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used to purchase materials, supplies, labor & service used for the WATER Division of the City of Lincoln. Said services are taxable per Reg. 066.14A or applicable laws.

## INSTRUCTIONS

**WHO MAY ISSUE A RESALE CERTIFICATE.** Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

**WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE.** Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from **sales** tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: [www.revenue.ne.gov/legal/regs/slstaxregs](http://www.revenue.ne.gov/legal/regs/slstaxregs).

**Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.**

**CONTRACTORS.** Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site [www.revenue.ne.gov](http://www.revenue.ne.gov) for additional information.

**WHERE TO FILE.** Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

**SALES TAX NUMBER.** A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

**PROPERLY COMPLETED CERTIFICATE.** A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

**PENALTIES.** Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

### CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).



Client#: 35146

LINPE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/14/2013

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).

<b>PRODUCER</b> <b>INSPRO Insurance</b> P.O. Box 6847 Lincoln, NE 68506 402 483-4500	<b>CONTACT NAME:</b> Tonya Wagner <b>PHONE (A/C, No, Ext):</b> 402-484-4880 <b>E-MAIL ADDRESS:</b> twagner@insproins.com	<b>FAX (A/C, No):</b> 402-484-3920
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>LinPepCo Partnership ETAL</b> 1901 Windhoek Drive Lincoln, NE 68512-1269	<b>INSURER A:</b> Nationwide Agribusiness	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		127583A	10/01/2012	10/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		127583A	10/01/2012	10/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		127583A	10/01/2012	10/01/2013	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	127583A	10/01/2012	10/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Named Insureds: LinPepCo Partnership; Pepsi Cola Bottling Company of Lincoln; LinPepCo Corporation; Pepsi Cola of Siouxland, Inc.; Pepsi Cola Bottling Company of Topeka, Inc.; First Choice Vending; Pepsi-Cola of Western Nebraska, LLC  
 Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission are listed as additional insureds in regards to General Liability.

<b>CERTIFICATE HOLDER</b> Lancaster County 440 S 8th St, Ste 200 Lincoln, NE 68508	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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