

CONTRACT DOCUMENTS

CITY OF LINCOLN, NEBRASKA,

**Annual Requirements for
Fiber Optic Services
Bid No. 14-181**

**NebraskaLink
3900 NW 12th Street, Suite 100
Lincoln, NE 68521
888-893-2185**

**CITY OF LINCOLN,
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between NebraskaLink, 3900 NW 12th Street, Suite 100, Lincoln, NE 68506, hereinafter called the Contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the "City".

WHEREAS, the City 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:

Annual Requirements for Fiber Optic Services, Bid No. 14-181

and

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

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

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

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

Agreement to full proposal

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

The City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as- needed basis for the duration of the contract. The total cost of products or services for City Departments shall not exceed \$300,000.00 during the contract term without approval.

3. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person 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. **GUARANTEE:** The Purchasing Division will require a \$25,000.00 Performance and Payment Bond from each Contractor for the duration of the Contract.
6. **ASSIGNMENT:** This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
7. **TERMINATION:** This Contract may be terminated by the following:
 - a) **Termination for Convenience.** Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - b) **Termination for Cause.** The City may terminate the Contract for cause if the Contractor:
 - 1) Refuses or fails to supply the proper labor, materials and equipment necessary for services and/or commodities.
 - 2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
8. **INDEPENDENT CONTRACTOR:** It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
9. **Contract Term.** This Contract shall be effective upon execution by all parties. The term of the Contract shall be a one (1) year term with the option for three (3) additional one (1) year terms upon agreement of both parties.

10. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreements
 2. Accepted Proposal
 3. Special Provisions
 4. Specifications
 5. Instructions to Bidders
 6. Insurance Requirements
 7. Employee Classification Act, Executive Order 83319
 8. Employee Classification Act Affidavit
 9. Construction Bonds
 10. Sales Tax Exemption Forms 13 & 17
 11. Notice to Bidders

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

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

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

Teresa J. Meier



CITY OF LINCOLN, NEBRASKA

Chris Beutler, Mayor

Approved by Executive Order No.

087539

dated 9-25-14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

Name of Corporation

(Address)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Nebraska Link Holdings, LLC
Name of Organization

LLC
Type of Organization

3900 NW 12th - STE 100 Lincoln NE 68521
(Address)

By: _____
Member

By: *[Signature]*
Member

IF AN INDIVIDUAL:

Name

Address

Signature

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

Bid Information		Contact Information		Ship to Information	
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	Public Works & Utilities, Engineering Services 901 West Bond Suite 100 Lincoln, NE 68521
Email	rwalla@lincoln.ne.gov	Contact	Vince M. Mejer Purchasing Agent Purchasing	Contact	
Phone	1 (402) 441-8309	Department		Department	
Fax	1 (402) 441-6513	Building	Suite 200	Building	
Bid Number	14-181 Addendum 1	Floor/Room		Floor/Room	
Title	Annual Requirements for Fiber Optic Services	Telephone	(402) 441-8314	Telephone	(402) 441-6576
Bid Type	Bid	Fax	(402) 441-6513	Fax	
Issue Date	07/17/2014	Email	vmejer@lincoln.ne.gov	Email	
Close Date	8/7/2014 12:00:00 PM CT				
Need by Date					

Supplier Information

Company	NebraskaLink
Address	6900 Van Dorn St. Suite 23 Lincoln, NE 68506
Contact	Sheryl Vogle
Department	
Building	
Floor/Room	
Telephone	1 (888) 8932185
Fax	1 (888) 5509080
Email	Sheryl.Vogle@nebraskalink.com
Submitted	8/6/2014 12:02:49 PM CT
Total	\$5,348.36

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	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Bid Bond Submission - City	I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of \$1,000 is made payable to the order of the City Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing. YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!	I have delivered my bid bond.
5	Sample Contract	I acknowledge reading and understanding the sample contract.	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	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. ((a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	(a) Yes (b) Yes (c) 1 Year
9	Numbers in Price Box	I acknowledge, understand and hereby verify that ONLY numbers have been typed into the Unit Price box in the Line Item section of this ebid response. I further understand that if any symbols or letters (other than a decimal point for dollars and cents) have been typed into the Unit Price box that it will result in my bid showing an amount of \$0 for respective line items.	Yes
10	Performance/Payment Bonds	I acknowledge that a \$25,000 Performance and a Payment Bond will be required with the signed contract upon award of this job and must be renewed each year the contract is extended.	Yes
11	Standard Specifications for Municipal Construction	I acknowledge reading and understanding the current City of Lincoln Standard Specifications for Municipal Construction and Lincoln Standard Plans (including General Provisions and Requirements, and Material and Construction Specifications) View at: http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stdndspec/index.htm	Yes
12	Special Provisions/Traffic Control Provisions	I acknowledge reading and understanding the Special Provisions and/or Traffic Control Provisions.	Yes

- | | | | |
|----|------------------------------|---|---------------|
| 13 | Tax Exempt Certificate Forms | Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby Water projects are taxable.) | Yes |
| 16 | Contact | Name of person submitting this bid: | Jason Axthelm |
| 17 | References | Three references to include a contact person, address, telephone number and a listing of the type of work completed for them have been attached to this bid. | Yes |
| 18 | Electronic Signature | Please check here for your electronic signature. | Yes |
| 19 | 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 |

Line Items

#	Qty	UOM	Description	Response
1	1	Hr	Hourly Labor Rate	\$48.00
			Item Notes: For similar work that may be asked for.	
			Supplier Notes:	
2	1	Hr	Overtime Labor Rate - After Hours & Saturday	\$72.00
			Item Notes: For similar work that may be asked for.	
			Supplier Notes:	
3	1	Hr	Overtime Labor Rate - Sundays and Holidays	\$96.00
			Item Notes: For similar work that may be asked for.	
			Supplier Notes:	
4	1	LF	Fiber Optic Cable, 12 Strand, Single Mode	\$0.72
			Item Notes:	
			Supplier Notes:	
5	1	LF	Fiber Optic Cable, 24 Strand, Single Mode	\$0.84
			Item Notes:	
			Supplier Notes:	
6	1	LF	Fiber Optic Cable, 48 Strand, Single Mode	\$0.96
			Item Notes:	
			Supplier Notes:	
7	1	EA	Ground Rod	\$51.00
			Item Notes:	
			Supplier Notes:	
8	1	EA	Ground Bar	\$46.25
			Item Notes:	
			Supplier Notes:	

9	1	EA	Install Ground Bar	\$48.00
Item Notes:				
Supplier Notes:				
10	1	EA	Fiber Marker	\$24.00
Item Notes:				
Supplier Notes:				
11	1	EA	Install Fiber Marker	\$36.00
Item Notes:				
Supplier Notes:				
12	1	LF	Main Line Conduit Group, Bored	\$20.00
Item Notes:				
Supplier Notes: Price is for MLCG conduit and installation, pricing does not include concrete removal and replacement.				
13	1	LF	Main Line Conduit Group, Trenched	\$9.00
Item Notes:				
Supplier Notes: Price is for MLCG conduit and installation, pricing does not include concrete removal and replacement.				
14	1	EA	Pull Box, T48	\$1,200.00
Item Notes:				
Supplier Notes:				
15	1	EA	Factory Terminated Patch Panel w/Pigtail, 4-Step	\$495.00
Item Notes:				
Supplier Notes:				
16	1	EA	Install Factory Terminated Patch Panel w/Pigtail, 4-Step	\$230.00
Item Notes:				
Supplier Notes:				

17	1	EA	Factory Terminated Patch Panel w/Pigtail, 6-Step	\$595.00
Item Notes:				
Supplier Notes:				
18	1	EA	Install Factory Terminated Patch Panel w/Pigtail, 6-Step	\$230.00
Item Notes:				
Supplier Notes:				
19	1	EA	Fiber SC Connector	\$19.20
Item Notes:				
Supplier Notes:				
20	1	EA	Fiber SC Panel Pigtail	\$98.00
Item Notes:				
Supplier Notes:				
21	1	EA	Fiber Optic Cable Fusion Splice	\$35.00
Item Notes:				
Supplier Notes: Fiber optic Splice rate is based on 1-6 "burns" rates will be deescalated for volumes above 6 at one location. 6-24 \$25 per splice. 24-144 \$19 per splice.				
22	1	EA	Fiber Optic Cable Splice Enclosure, Small	\$425.00
Item Notes:				
Supplier Notes:				
23	1	EA	Install Fiber Optic Cable Splice Enclosure, Small	\$200.00
Item Notes:				
Supplier Notes:				
24	1	EA	Fiber Optic Cable Splice Enclosure, Large	\$550.00
Item Notes:				
Supplier Notes:				

25	1	EA	Install Fiber Optic Cable Splice Enclosure, Large	\$200.00
			Item Notes:	
			Supplier Notes:	
26	1	EA	Fiber Distribution Wall Mount Enclosure	\$110.00
			Item Notes:	
			Supplier Notes:	
27	1	EA	Install Fiber Distribution Wall Mount Enclosure	\$80.00
			Item Notes:	
			Supplier Notes:	
28	1	EA	Fiber Distribution Rack Mount Enclosure	\$110.00
			Item Notes:	
			Supplier Notes:	
29	1	EA	Install Fiber Distribution Rack Mount Enclosure	\$80.00
			Item Notes:	
			Supplier Notes:	
30	1	EA	Junction Box	\$195.00
			Item Notes:	
			Supplier Notes: Box has padlock position	
31	1	LF	3", 3 Cell Fabric Innerduct	\$3.99
			Item Notes:	
			Supplier Notes:	
32	1	LF	2" Conduit, Bored	\$10.50
			Item Notes:	
			Supplier Notes:	

33	1	LF	2" Conduit, Trenched	\$5.40
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Item Notes:

Supplier Notes:

34	1	LF	4" Conduit, Bored	\$16.00
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Item Notes:

Supplier Notes:

35	1	LF	4" Conduit, Trenched	\$7.50
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Item Notes:

Supplier Notes:

Response Total:	\$5,348.36
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**CITY OF LINCOLN
UNIT PRICE QUOTATION
Annual Requirements for Fiber Optic Services, Bid No. 14-181**

Date: _____

TO DEPARTMENT/AGENCY REPRESENTATIVE: _____

FROM (CONTRACTOR): _____ **NebraskaLink**

PROJECT NUMBER: _____

PROJECT DESCRIPTION: _____

When making a quotation please breakdown the Total Cost into the following categories: Labor, Materials, Equipment, Overhead and Subcontractors Costs. Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date	
Number of Days to Complete	

LABOR COST TABLE

CONTRACTOR		RATE	NO. HOURS	TOTAL \$ AMOUNT
Hourly Labor Rate		\$48.00		
Overtime Labor Rate - After Hours & Saturday		\$72.00		
Overtime Labor Rate - Sundays and Holidays		\$96.00		
TOTAL LABOR				

Cost to Supply & Install

ITEM	UNIT	PRICE/EA.	QTY.	TOTAL \$ AMOUNT
Fiber Optic Cable, 12 Strand, Single Mode	LF	\$0.72		
Fiber Optic Cable, 24 Strand, Single Mode	LF	\$0.84		
Fiber Optic Cable, 48 Strand, Single Mode	LF	\$0.96		
Ground Rod	EA	\$51.00		
Ground Bar	EA	\$46.25		
Install Ground Bar	EA	\$48.00		
Fiber Marker	EA	\$24.00		
Install Fiber Marker	EA	\$36.00		
Main Line Conduit Group, Bored	LF	\$20.00		
Main Line Conduit Group, Trenched	LF	\$9.00		
Pull Box, T48	EA	\$1,200.00		
Factory Terminated Patch Panel w/Pigtail, 4-Step	EA	\$495.00		
Install Factory Terminated Patch Panel w/Pigtail, 4-Step	EA	\$230.00		
Factory Terminated Patch Panel w/Pigtail, 6-Step	EA	\$595.00		
Install Factory Terminated Patch Panel w/Pigtail, 6-Step	EA	\$230.00		
Fiber SC Connector	EA	\$19.20		
Fiber SC Panel Pigtail	EA	\$98.00		
Fiber Optic Cable Fusion Splice	EA	\$35.00		
Fiber Optic Cable Splice Enclosure, Small	EA	\$425.00		
Install Fiber Optic Cable Splice Enclosure, Small	EA	\$200.00		
Fiber Optic Cable Splice Enclosure, Large	EA	\$550.00		
Install Fiber Optic Cable Splice Enclosure, Large	EA	\$200.00		
Fiber Distribution Wall Mount Enclosure	EA	\$110.00		
Install Fiber Distribution Wall Mount Enclosure	EA	\$80.00		
Fiber Distribution Rack Mount Enclosure	EA	\$110.00		
Install Fiber Distribution Rack Mount Enclosure	EA	\$80.00		
Junction Box	EA	\$195.00		
3", 3 Cell Fabric Innerduct	LF	\$3.99		
2" Conduit, Bored	LF	\$10.50		
2" Conduit, Trenched	LF	\$5.40		
4" Conduit, Bored	LF	\$16.00		
4" Conduit, Trenched	LF	\$7.50		
Total Costs				

O. & P. ON SUBCONTRACTORS COSTS

SUB-CONTRACTOR (NAME)		COST	% of O. & P.	TOTAL \$ AMOUNT
Sub No. 1				
Sub No. 2				

TOTAL PRICE (NOT TO EXCEED)

\$

FIRM: _____

BY: _____

Change Order #: _____

ADDRESS: _____

Accepted: _____

Not Accepted: _____

PHONE _____

APPROVED BY: _____

Department/Agency Representative

DATE: _____