

A-88690

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN, NEBRASKA,  
LANCASTER COUNTY,  
LINCOLN - LANCASTER COUNTY  
PUBLIC BUILDING COMMISSION**

**Annual Requirements  
For  
Telephone Answering Services  
Bid No. 14-236**

**Executive Answering Service  
145 S. 56<sup>th</sup> St.  
Lincoln, NE 68510  
(402)474-3434**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and  
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between Executive Answering Service, 145 S. 56<sup>th</sup> St., Lincoln, NE 68510, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, 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:

**Annual Requirements for Telephone Answering Services, Bid No. 14-236**

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; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the 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 pricing and terms based on vendor proposal and Attachment A.

2. The Owners 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 Owners:

The Owners will pay for products/service, according to the Schedule as listed on Attachment A, a copy thereof being attached to and made a part of this Contract. The Owners shall use this service on a monthly basis for the duration of the contract. The total cost of products or services for County agencies shall not exceed \$3,360.00 during the contract term without approval by the Board of Commissioners. The total cost of products or services for City Departments shall not exceed \$54,000.00 during the contract term without approval of the City of Lincoln. The total cost of products or services for the Public Building Commission shall not exceed \$ 2,688.00 during the contract term without approval by the Board of the Public Building Commission.

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 the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the 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 City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.

8. Audit Provision: The (Service Provider or Contractor) shall be subject to an audit and shall, upon request, make available to the Public Building Commission or a contract auditor hired by the Public Service Commission, copies of all financial and performance related records and materials related to this Agreement, as allowed by law.
9. Period of Performance. This Contract shall be effective January 1, 2015 for a four (4) year term with the option to renew for one (1) additional four (4) year term upon agreement of all parties.
10. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Accepted Proposal/Response
  3. Attachment A
  4. Attachment B
  5. Addendum No. 1
  6. Service Instructions 1 - 4
  7. Specifications
  8. Instructions to Bidders
  9. Insurance Requirements

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached.

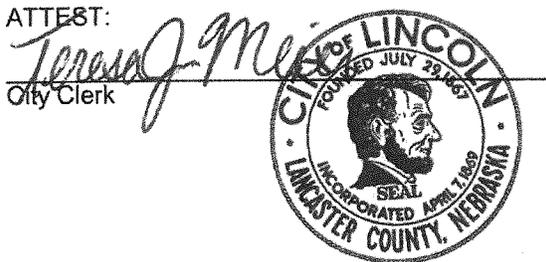
The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

City Clerk



CITY OF LINCOLN, NEBRASKA

Mayor

Approved by:

Resolution No.

A-88690

dated

12/15/14

**LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

Attest:

Public Building Commission Attorney

Jeffrey R. White

Chairperson, Public Building Commission

dated

Linda Wilson  
12-9-14

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

William Johnson  
Deputy Lancaster County Attorney

The Board of County Commissioners of  
Lancaster, Nebraska

Bob Sharr  
Bob Sharr  
James H. Helling  
James H. Helling  
James H. Helling

dated December 2, 2014

**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:

Lipco Inc DBA Executive Answering Service  
Name of Organization

Telephone Answering Service  
Type of Organization

145 S. 50<sup>th</sup> St. Lincoln, NE 68510  
(Address)

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

By: Allyson Murphy  
Member

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

# EXECUTIVE ANSWERING SERVICE

City of Lincoln, Lancaster County, Lincoln/Lancaster County  
Public Building Commission Contract Pricing

## Live Telephone Answering Plans

### Bronze \$35

Any calls (in and out bound) taken by our prompt and pleasant sounding telephone operators will be billed at .70¢ each. **Includes FREE delivery** of your messages by fax or email.

### Silver \$75

Includes up to **60 calls** (in and out bound) per bill period answered by our prompt and pleasant sounding telephone operators. Any calls received in addition to the 60 provided will be billed at an additional .70¢ each. **Includes FREE delivery** of your messages by fax or email.

Includes up to **120 calls** (in and out bound) per bill period answered by our prompt and pleasant sounding telephone operators. Any calls received in addition to the 120 provided will be billed at an additional .70¢ each. **Includes FREE delivery** of your messages by fax or email.

### Platinum \$175

Includes up to **240 calls** (in and out bound) per bill period answered by our prompt and pleasant sounding telephone operators. Any calls received in addition to the 240 provided will be billed at an additional .60¢ each. **Includes FREE delivery** of your messages by fax or email.

### StarTran

Any calls (in and out bound) taken by our prompt and pleasant sounding telephone operators will be billed at .45¢ per minute. **Includes FREE delivery** of your messages by fax or email.



**Executive**  
Answering Service

Phone: (402) 474-3434

Or (800) 488-6123

[www.executive-answering.com](http://www.executive-answering.com)

*"Providing Quality Answering for over 45 Years!"*

# Executive Answering Service

TOMORROW'S TECHNOLOGY WITH YESTERDAY'S HOSPITALITY  
145 S 56<sup>th</sup> St Lincoln, NE 68510  
402-474-3434

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November 18, 2014

Executive Answering Service has changed the price plans for the City Bid Proposal. The price plans listed on the contract pricing sheet for the proposed bids is the new acceptable price plans and will replace the original proposal pricing.

These prices will be good for the next two (2) years, January 1, 2015-December 31, 2016. At that time we will re-evaluate our prices with the economies inflation.

Sincerely,

Megan Lipert-Murphy  
Executive Answering Service  
402-474-3434  
[www.executive-answering.com](http://www.executive-answering.com)

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Asst. Purchasing Agent	Contact
Phone	1 (402) 441-8309			
Fax	1 (402) 441-6513			
Bid Number	14-236 Addendum 1	Department		Department
Title	Telephone Answering Services	Building	Suite 200	Building
Bid Type	RFP	Floor/Room		Floor/Room
Issue Date	09/24/2014	Telephone	1 (402) 441-8309	Telephone
Close Date	10/15/2014 12:00:00 PM CT	Fax	1 (402) 441-6513	Fax
Need by Date		Email	rwalla@lincoln.ne.gov	Email

## Supplier Information

Company Executive Answering Service  
 Address 145 S 56th St  
  
 Lincoln, NE 68510  
 Contact Megan Murphy  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (402) 474-3434  
 Fax 1 (402) 474-4869  
 Email meganeas@windstream.net  
 Submitted 10/10/2014 3:19:05 PM CT  
 Total \$0.00

Signature Megan Murphy

Email meganeas@windstream.net

## Supplier Notes

If you need any additional information or clarification, please contact Megan or Michele.

## Bid Notes

## Bid Activities

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Contact	Name of person submitting this bid:	Megan Murphy
6	Electronic Signature	Please check here for your electronic signature.	Yes
7	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
8	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission.  If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
9	Proposal Submission	I have prepared my written proposal as requested in the Specifications and attached it to the Response Attachment section of my ebid response.	Yes
10	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

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 14-236 for Telephone Answering Services is available. Please prepare your written response and attach it to the Response Attachment section of your ebid response 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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# Executive Answering Service

TOMORROW'S TECHNOLOGY WITH YESTERDAY'S HOSPITALITY

145 S 56<sup>th</sup> St Lincoln, NE 68510

402-474-3434

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## Telephone Answering Service Bid Proposal

\*We are able to meet each department/divisions needs as specified on the RFP.

\*All communications with the answering service can take place via phone 402-474-3434, email [exanserv1@windstream.net](mailto:exanserv1@windstream.net), or fax 402-474-4869. Owner is Megan Lipert-Murphy, Client Account Manager is Michele York, and Administrative Assistant is Amber Weese. Any changes can be put into our system within 15 minutes of receipt.

\*All Executive Answering Service operators speak English in a manner that is the same or similar to the dialect spoken in Lincoln, NE area. Should the need every arise, Executive Answering Service has a relationship established with LanguageLinc Translation Service of Lincoln in case of an emergency for non-English speaking callers.

\*Our system keeps a record of all calls taken to avoid duplicating calls to on call personnel on the same incident. Each office receives a daily incident report if requested.

\*We have operators available 24/7 to be a friendly telephone receptionist when you cannot, whether you are out to lunch, on the phone, with a client or enjoying treasured personal time with your family. A customer service oriented telephone operator will always answer with your company name, or any phrase that you prefer. Based upon your requests, our operators can seamlessly connect your client directly to you in case of emergency when minutes truly count, send a text message, fax or email, or hold messages for retrieval at your convenience.

\*Executive Answering Service is a HIPAA compliant organization and each employee signs a confidentiality agreement upon hire.

\*In the even of an emergency in the City or County, we are available to field calls upon short notice.

\*We are able to accept any land or cellular phone line that is forwarded to us (Windstream, Time Warner, VOIP phone system, etc)

\*Invoices are mailed to each individual office every 4<sup>th</sup> Tuesday. This invoice will state base package plus any addition message charges over the allotted amount.

\*All operators are familiar with the Lincoln area and large maps are on display for operators to reference. These maps were provided by StarTran and show city streets in detail.

# Executive Answering Service

TOMORROW'S TECHNOLOGY WITH YESTERDAY'S HOSPITALITY

145 S 56<sup>th</sup> St Lincoln, NE 68510

402-474-3434

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\*Executive Answering Service currently employs 23 telephone operators.

\*References:

Nebraska Department of Agriculture, contact person is Jeff Wild 402-471-2351, email address [jeff.wild@nebraska.gov](mailto:jeff.wild@nebraska.gov). On this account we take messages, issue animal importation permits, and reach the state veterinarians for emergencies.

NEBRASKAland Magazine through NE Game and Parks, contact person is Donna Robinson 402-471-5490, email address is [Donna.Robinson@Nebraska.gov](mailto:Donna.Robinson@Nebraska.gov). On this account we take messages, enter magazine subscriptions, and offer general information as needed.

Trafcon Inc, contact person is Joe Conway 402-434-1748, email address is [joeg@trafconinc.com](mailto:joeg@trafconinc.com), On this account we take messages and dispatch for barricade and cone delivery and removal.

\* For all Vendors except StarTran (Wastewater, Water, Health Department, County Engineer, Parks and Recreation, Main Switchboard, City Street Maintenance, and Public Building Commission) I have added an attachment with our price plans. It will be at the discretion of each Department to select which plan will fit their needs appropriately based off of their anticipated call volume. *Please note, this is per call, not per minute.*

StarTran's billing will be based on \$.50 per minute with no base fee and no limits.

\*We will handle all emergency calls based upon each Vendors specific needs and instructions.

\*Executive Answering Service utilizes a fiber optic T1 line with additional analog lines. We are currently in the process of obtaining a redundant additional T1 for backup purposes. A UPS battery back up system and natural gas powered generator are in place in case of a power outage, these are tested weekly. We also provide answering service for LES key account outage clients so we have immediate contact if necessary. Each Vendor can request notification of loss of service in the manner that would best meet their needs.

We currently answer for many of these Vendors and would love to continue to do so. We feel as though we are familiar with the needs of each Vendor. Executive Answering Service is located in Lincoln, NE with all operators answering locally on site. We feel this is very important as our operators are all familiar with Lincoln and the surrounding areas. Please contact Megan or Michele if we missed any required forms/information.