

LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 07-154

Lancaster County intends to enter into contract and invites you to submit a sealed bid for:

CULVERT PIPE

MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS

Sealed bids will be received by Lancaster County, Nebraska on or before **12:00 noon Central Time, Wednesday, May 9, 2007**, in the office of the Purchasing Agent, "**K**" **Street Complex (SW Wing), Suite 200, 440 So. 8th Street**, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the First Floor Conference Room at the "K" Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bid will not be considered.

Specifications may be downloaded from the City/County Purchasing Division Website at: www.lincoln.ne.gov key word search "bid", select current year, select specification number listed above. All specifications are in PDF format.

FAX bid responses are not acceptable, all bids must possess an original signature and be in a sealed envelope.

COMMISSIONERS

*DEB SCHORR * LARRY HUDKINS * RAY STEVENS * BERNIE HEIER * BOB WORKMAN
KERRY EAGAN, Chief Administrative Officer*

SPECIFICATIONS 07-154 CULVERT PIPE

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for culvert pipe for the Lancaster County Engineer.
- 1.2 Bid prices shall include entire cost of the product and delivery to a specified location in Lincoln, NE.
 - 1.2.1 **Delivery must be made by July 27, 2007.**
- 1.3 Bidder shall submit two (2) complete sets of bid documents and all supporting material, unless otherwise stipulated.
- 1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Bob Walla, Assistant Purchasing Agent (rwalla@lincoln.ne.gov) Or Fax: (402)441-6513.
 - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders as an addenda.
 - 1.4.2 The County shall only reply to written inquiries received within five (5) calendar days of bid opening.
- 1.5 This project shall be subject to and performed in accordance with all applicable provisions of the 1997 *Standard Specifications for Highway Construction* and the *Supplemental Specifications* dated July 12, 2001 of the State of Nebraska, with the following revisions and amendments:
 - 1.5.1 Section 101, Article 101.0316 **Commission:** Shall mean the Board of County Commissioners of Lancaster County, Nebraska.
 - 1.5.2 Section 101, Article 101.0327 **Department:** Shall mean the Lancaster County Engineering Department.
 - 1.5.3 Section 101, Article 101.0334 **Engineer:** Shall mean the Lancaster County Engineer.
 - 1.5.4 Section 101, Article 101.0379 **State:** Shall mean Lancaster County, Nebraska.
 - 1.5.5 Section 102, Article 102.14 Reference to the Department of Roads in the first sentence shall be amended to read "to the County Treasurer of Lancaster County, Nebraska".
 - 1.5.6 Section 103, Article 103.01 The word "engineer" in the first sentence shall be amended to read "Board of County Commissioners of Lancaster County, Nebraska".
 - 1.5.7 Section 103, Article 103.03 This article is void and does not apply to this Contract.
 - 1.5.8 103.04 (See *Instructions to Bidders*.)
 - 1.5.9 103.05
- 1.6 Subsection 718.05 in the Standard Specifications is void and shall read as follows:
 - 1.6.1 Culvert pipe and round equivalent pipe measured as provided herein, shall be paid for at the contract unit prices per linear foot for Corrugated Metal Pipe or Round Equivalent Corrugated Metal Pipe of the several sizes.
 - 1.6.2 These prices shall be full compensation for furnishing and hauling the pipe, connecting bands and elbows.
- 1.7 Corrugated Metal Pipe and Pipe Bands listed as items 1-6 shall be measured on a per each basis for the various sizes and lengths identified in this proposal.

2. CORRUGATED CULVERT PIPE AND CONNECTING BANDS REQUIREMENTS

- 2.1 Culvert pipe with spiral corrugations which conform to the requirements of AASHTO M-36 and all other provisions of the *Standard Specifications* (for sizes up to and including 144" diameter) are acceptable if, and only if, they are manufactured with annular corrugations at the ends of each section of pipe supplied and if they are manufactured with a continuously welded seam.
- 2.2 A "spot welded" or "lock seam" shall not be allowed on spiral corrugated pipe.
- 2.3 The only coupling or connecting bands acceptable are the corrugated type band.
 - 2.3.1 All bands shall be a minimum of two (2) feet long.

3. PIPE LENGTHS AND MARKINGS - ITEMS 7-12

- 3.1 **Included in this specification are culvert sections showing details about culvert lengths needed for future installation by Lancaster County forces. (See attachment A - Pages 1-6)**
- 3.2 Pipe shall be furnished in appropriate lengths with connecting bands and with appropriate elbows to match culvert section details.
- 3.3 In addition, each section of pipe shall be marked with the appropriate culvert identification (such as "J-42") as shown on the "Culvert Sections" diagrams.

4. METHOD OF MEASUREMENT - ITEMS 7-12

Subsection 718.04 in the *Standard Specifications* is void and shall read as follows:

- 4.1 Corrugated metal pipe and round equivalent pipe of each different size, delivered and accepted, will be the actual length measured along the longitudinal axis of the pipe delivered and accepted.
- 4.2 Corrugated metal pipes that are constructed with elbows will be measured for payment along the longitudinal axes of the pipes and such measurement shall be continuous through the elbows.
 - 4.2.1 The additional allowances for elbows, including all necessary connecting bands or other approved connections, shall be seven (7) linear feet of pipe of corresponding diameter for each corrugated metal elbow that is 30 inches or less in diameter; six (6) linear feet of pipe of corresponding diameter for each corrugated metal elbow that is 36 inches to 54 inches in diameter; five (5) linear feet of pipe of corresponding diameter for each corrugated metal elbow that is more than 54 inches in diameter.
- 4.3 Round equivalent corrugated metal pipes that are constructed with elbows will be measured for payment along the flow line of the pipes and such measurement shall be continuous through elbows.
 - 4.3.1 The additional allowance for elbows, including all necessary connecting bands or other approved connections, shall be seven (7) linear feet of pipe of corresponding size for each corrugated metal elbow that is 36 inches x 22 inches or less in size; six (6) linear feet of pipe of corresponding size for each corrugated metal elbow that is 43 inches x 27 inches to 65 inches x 40 inches in size; and five (5) linear feet of pipe of corresponding size for each corrugated metal elbow that is more than 65 inches x 40 inches in size.

5. ACCEPTANCE OF MATERIAL

- 5.1 Order will be made on a Lancaster County Purchase Order issued by the Purchasing Agent.
- 5.2 All correspondence, including acknowledgment of receipt of order, and invoices, shall carry the purchase order number assigned by Lancaster County.
- 5.4 If asked, the Contractor shall furnish Lancaster County, affidavits from manufacturer stating that the materials supplied fully conform to these material specifications.
- 5.5 A Final Inspection Checklist will be completed by Lancaster County staff prior to payment being made to vendor.

6. **DELIVERY**

6.1 Unit bid prices shall include delivery to the following location:

Lancaster County Engineering Department County Shop
444 Cherrycreek Road, Building B
Lincoln, NE 68528

6.2 Delivery shall be made on weekdays between 7:30am and 3:30pm

6.3 Lancaster County will unload the pipe from delivery truck.

6.4 No deliveries accepted on May 28 or July 4, 2007.

6.5 **Delivery of all materials must be made by July 27, 2007**

COMPANY NAME _____

PROPOSAL
SPECIFICATION NO.07-154
BID OPENING TIME: 12:00 NOON
DATE: Wednesday, May 9, 2007

The undersigned, having full knowledge of the requirements of Lancaster County for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the County the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers ____ through ____ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

BIDDING SCHEDULE

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit price</u>	<u>Total</u>
1.	18" x 2' Corrugated Metal Pipe Bands	5	Each	_____	_____
2.	18" x 2' Round Equivalent Corrugated Metal Pipe Bands	1	Each	_____	_____
3.	18" x 24' Corrugated Metal Pipe	7	Each	_____	_____
4.	18" x 20' Corrugated Metal Pipe	7	Each	_____	_____
5.	18" x 16' Round Equivalent Corrugated Metal Pipe	1	Each	_____	_____
6.	18" x 14' Round Equivalent Corrugated Metal Pipe	1	Each	_____	_____
7.	24" Corrugated Metal Pipe	551	Lin. Ft.	_____	_____
8.	30" Corrugated Metal Pipe	57	Lin. Ft.	_____	_____
9.	36" Corrugated Metal Pipe	52	Lin. Ft.	_____	_____
10.	30" Round Equivalent Corrugated Metal Pipe	267	Lin. Ft.	_____	_____
11.	36" Round Equivalent Corrugated Metal Pipe	228	Lin. Ft.	_____	_____
12.	42" Round Equivalent Corrugated Metal Pipe	68	Lin. Ft.	_____	_____
TOTAL				\$	_____

NO BID SECURITY REQUIRED

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: _____

TITLE: _____

PHONE NO. _____

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the County's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the County, and to enter into a contract if this proposal is accepted.

NOTE:

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.

**MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:
SEALED BID FOR SPEC. 07-154**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

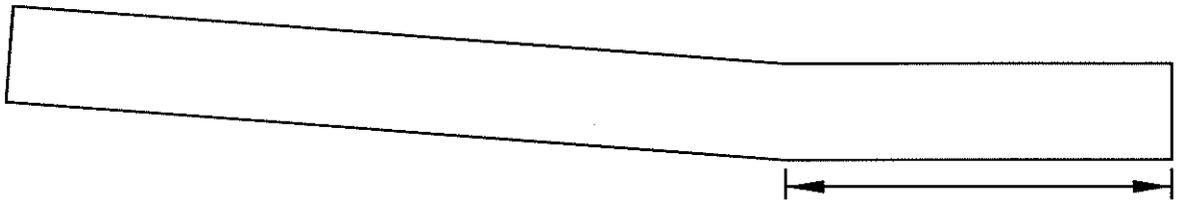
E-MAIL ADDRESS

ESTIMATED DELIVERY DAYS (After
receipt of individual order)

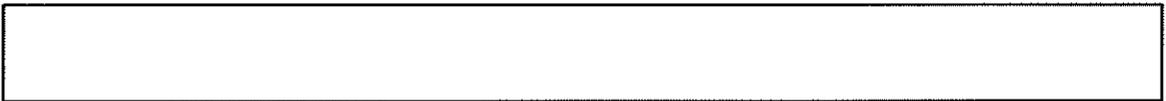
Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: Bid A Letter of Intent will be listed on the website when a recommendation is received from the Department.



Culvert Q-271 Size x Length 24" x 54'



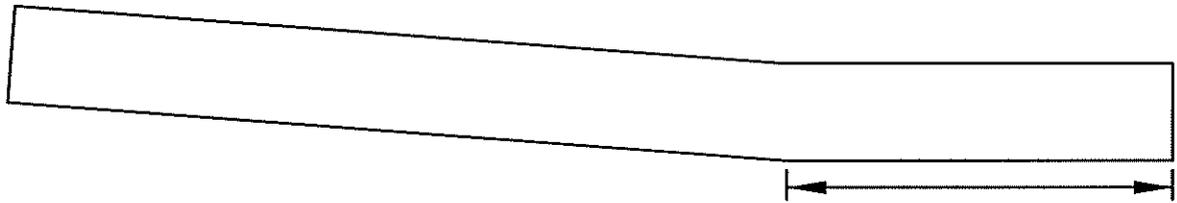
Culvert Q-272 Size x Length 24" x 46' Elbow 40°
Allowance 7



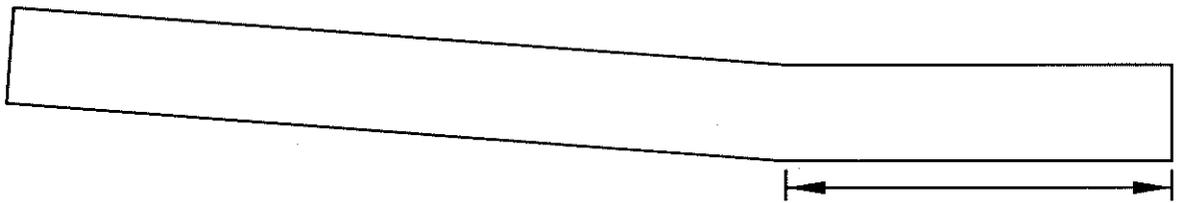
Culvert R-278 Size x Length 24" x 52'



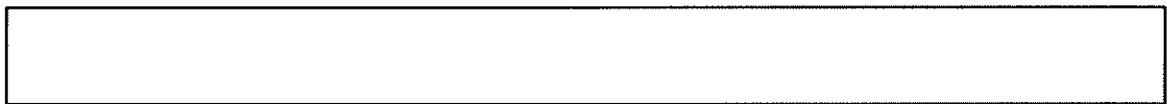
Culvert S-247A Size x Length 24" x 50'



Culvert T-94 Size x Length 36" x 50' R.E Elbow 7°
Allowance 6



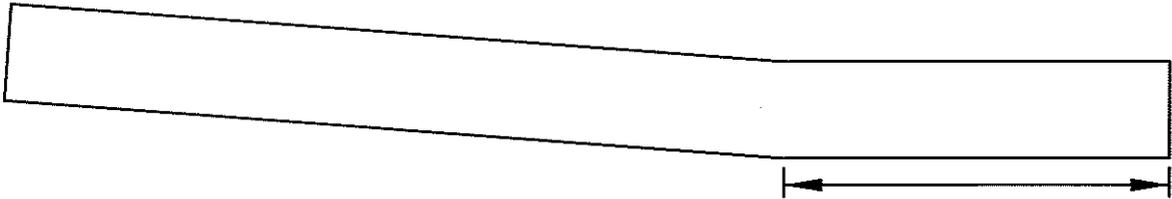
Culvert T-309 Size x Length 24" x 50' Elbow 4°
Allowance 7



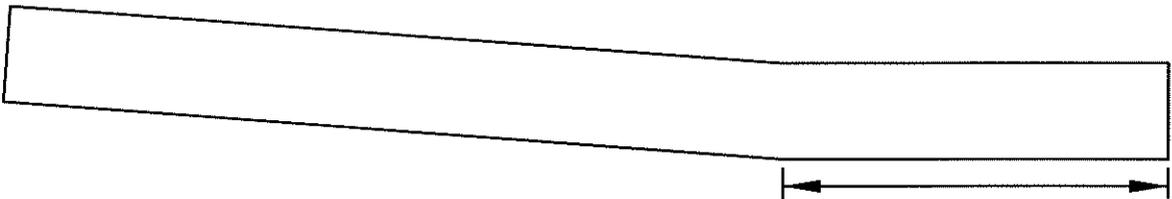
Culvert W-251 Size x Length 30" x 41' R.E



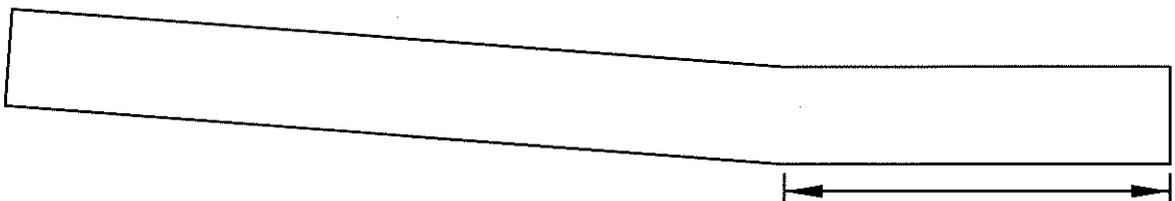
Culvert B-34 Size x Length 24" x 46'



Culvert B-45 Size x Length 24" x 58' Elbow 6°
Allowance 7



Culvert C-116 Size x Length 24" x 56' Elbow 8°
Allowance 7



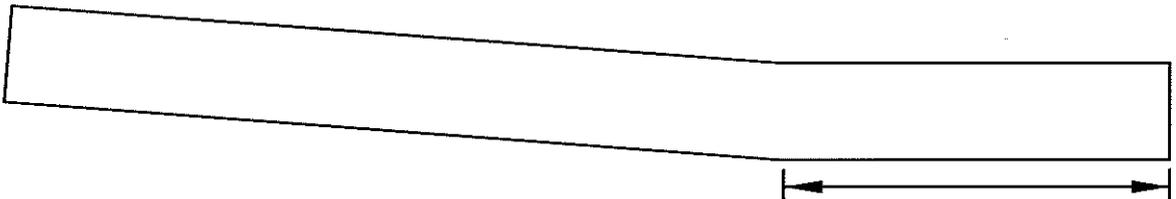
Culvert C-311 Size x Length 30" x 50' Elbow 4°
Allowance 7



Culvert F-97 Size x Length 24" x 50'



Culvert J-30 Size x Length 36" x 50' R.E



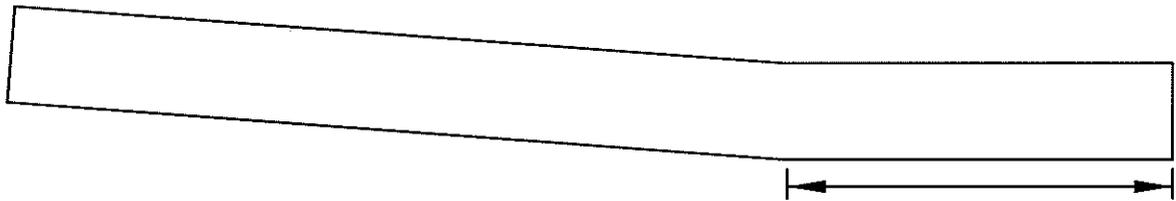
Culvert J-42 Size x Length 30" x 54' R.E Elbow 4°
Allowance 7



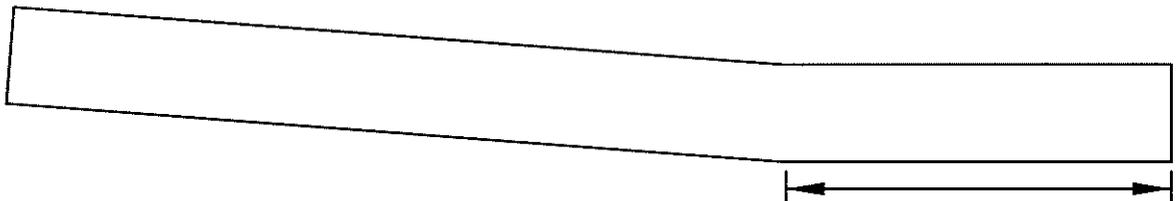
Culvert N-53 Size x Length 36" x 52'



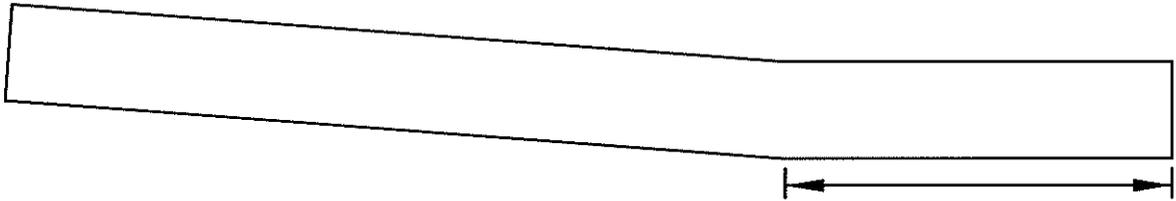
Culvert N-270 Size x Length 30" x 62' R.E.



Culvert Q-195 Size x Length 24" x 54' Elbow 4°
Allowance 7



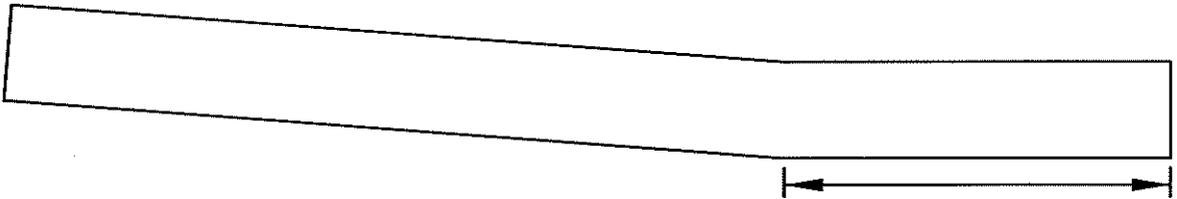
Culvert Q-198 Size x Length 36" x 60' R.E. Elbow 5°
Allowance 6



Culvert J-205 Size x Length 42" x 62' R.E. Elbow 3°
Allowance 6



Culvert J-215 Size x Length 30" x 48' R.E.



Culvert M-36 Size x Length 36" x 50' R.E. Elbow 3°
Allowance 6



Culvert M-82 Size x Length 30" x 52' R.E.

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a bid on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
 - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

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

4. INDEPENDENT PRICE DETERMINATION

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

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 5.1 Bidders shall promptly notify the Purchasing Agent or designee of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 5.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent or designee at least five (5) calendar days prior to the date and time for receipt of bids.
- 5.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders and available on the City of Lincoln/Lancaster County website at lincoln.ne.gov Keyword: Bid.
- 5.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.

6. ADDENDA

- 6.1 Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Copies of addenda will be made available for inspection at the office of the Purchasing Agent or designee and on the City-County website.
- 6.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 6.4 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

7. ANTI-LOBBYING PROVISION

- 7.1 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.

8. BRAND NAMES

- 8.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 8.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the County's specifications.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 9.2 Such demonstration can be at the County delivery location or a surrounding community.
- 9.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate County personnel to the nearest location to view and inspect proposed item(s).
- 9.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the County of acceptable goods. Bidders must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 10.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 10.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the County at the location specified by the County, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Lancaster County employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the County, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 12.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the County; and
 - 12.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the County reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.

- 12.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska, as required by the specification documents or purchase orders.
- 12.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The signed bid proposal shall be considered an offer on the part of the bidder. 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.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deems will best serve their requirements.
- 13.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.
- 13.6 In order to determine if the Bidder has the experience, qualification, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the County. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the bidder.
- 13.7 Any governmental agency may piggy back on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The bidder shall indemnify and hold harmless, to the fullest extent allowed by law, the County, its agents, officers, employees and representatives from and against all claims, demands, suits, actions, payments, liability, judgements 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 injury to or destruction of tangible property, including the loss of use resulting therefrom, and that are caused in whole or in part by the bidder, its employees, agents, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. This section will not require the bidder to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the sole negligence of the County, its agents, employees, or representatives.
- 14.2 In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the County will begin processing payment 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.

16. LAWS

- 16.1 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.
- 16.2 Bidder 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.
- 16.3 The bidder agrees to hold the County harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska revised Statute 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract, stating that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

- 18.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 18.2 Successful bidder will be required to comply with the provisions of the County's Affirmative Action Policy.
- 18.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

19. INSURANCE

- 19.1 All bidders shall take special notice of the insurance provisions required for all County contracts (see *Insurance Clause for All County Contracts*).

20. EXECUTION OF CONTRACT

20.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:

- a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
- b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. County will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the County within 10 days (unless otherwise noted).
 - 3. The County will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, and submit the Agreement to the County Board of Commissioners for approval and signature.
 - 4. Upon approval and signature from the County Board of Commissioners, the County will return one copy to the Contractor.