

CONTRACT DOCUMENTS

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

**Annual Supply
Workstations and Accessories
Bid No. 17-140**

**Office Interiors & Design, Inc.
121 Cherry Hill Blvd.
Lincoln, NE 68510
(402) 484-7500**

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

THIS CONTRACT, made and entered into by and between **Office Interiors & Design, Inc., 121 Cherry Hill Blvd., 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:

Workstations and Accessories, Bid No. 17-140

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 full proposal

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 Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as-needed basis for the duration of the contract. The cost of products or services for County agencies shall not exceed \$4,500.00 during the contract term without approval by the Board of Commissioners. The cost of products or services for City Departments shall not exceed \$12,000.00 during the contract term without approval. The cost of products or services for the Public Building Commission shall not exceed \$1,000.00 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 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 upon execution by all parties. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year terms.
10. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Response
 3. Insurance Certificate
 4. Proprietary Information for Bids/Quotes/RFP's
 5. Specifications
 6. Instructions to Bidders
 7. Insurance Requirements
 8. Sales Tax Exemption Form 13
(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.)

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

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 upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page
City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

CONTRACT
Annual Supply
Workstations and Accessories
Bid No. 17-140
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Office Interiors & Design, Inc.

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary Seal

OFFICE INTERIORS & DESIGN, INC.
Name of Corporation

121 CHERRY HILL BLVD, LINCOLN
Address

By: Dion Piccol
Duly Authorized Official

OWNER
Legal Title of Official
President

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 Signature Page

**CONTRACT
Annual Supply
Workstations and Accessories
Bid No. 17-140
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Office Interiors & Design, Inc.**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Finance Director

Approved by Directorial Order No. _____

dated _____

Lancaster County Signature Page

**CONTRACT
Annual Supply
Workstations and Accessories
Bid No. 17-140
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Office Interiors & Design, Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

**Lincoln-Lancaster County Public Building Commission
Signature Page**

**CONTRACT
Annual Supply
Workstations and Accessories
Bid No. 17-140
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Office Interiors & Design, Inc.**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

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

| Bid Information | | Contact Information | | Ship to Information |
|-----------------|--|---------------------|-----------------------|---------------------|
| Bid Creator | Rachelle Hinze, Buyer | Address | Purchasing | Address |
| Email | rhinze@lincoln.ne.gov | | 440 S. 8th St. | |
| Phone | 1 (402) 441-8313 | | Lincoln, NE 68508 | |
| Fax | 1 (402) 441-6513 | Contact | Rachelle Hinze, Buyer | Contact |
| Bid Number | 17-140 | Department | | Department |
| Title | Annual Supply - Workstations and Accessories | Building | Suite 200 | Building |
| Bid Type | Bid | Floor/Room | | Floor/Room |
| Issue Date | 5/15/2017 09:01 AM (CT) | Telephone | 1 (402) 441-8313 | Telephone |
| Close Date | 6/2/2017 12:00:00 PM (CT) | Fax | 1 (402) 441-6513 | Fax |
| | | Email | rhinze@lincoln.ne.gov | Email |

Supplier Information

Company OFFICE INTERIORS & DESIGN, INC.
 Address 121 CHERRY HILL BLVD.

 LINCOLN, NE 68510
 Contact Nancy Kraft
 Department
 Building
 Floor/Room
 Telephone (402) 484-7500
 Fax (402) 484-7575
 Email NANCY.KRAFT@OIDINC.COM
 Submitted 6/2/2017 10:45:10 AM (CT)
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Nancy Kraft

Email nancy.kraft@oidinc.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

| # | Name | Note | Response |
|---|--|---|----------|
| 1 | U.S. Citizenship Attestation | <p>Is your company legally considered an Individual or Sole Proprietor: YES or NO</p> <p>As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/notary/citizenforminfo.html</p> <p>All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.</p> <p>If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.</p> | No |
| 2 | 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 |
| 3 | Instructions to Bidders | I acknowledge reading and understanding the Instructions to Bidders. | Yes |
| 4 | Insurance Requirements and Endorsements | <p>Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements:</p> <p>Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.</p> <p>Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.</p> | Yes |
| 5 | Special Provision Term Contract Provisions | I acknowledge reading and understanding the Special Provision Term Contract Provisions. | Yes |
| 6 | Quantities | I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract. | Y |
| 7 | Brochure/Specifications | I acknowledge that I have attached the brochure/specifications of the product(s) I am bidding. | Yes |
| 8 | Sample Contract | I acknowledge reading and understanding the sample contract. | Yes |

| | | | |
|----|---|--|--|
| 9 | Specifications | I acknowledge reading and understanding the specifications. | Yes |
| 10 | 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 _____ | Yes, |
| 11 | Purchase Order, Contract and Delivery Contact | The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the PO to be awarded. | Nancy Kraft, nancy.kraft@oidinc.com, 402-484-7500. |
| 12 | Contract and Delivery Contact | The City/County Purchasing Department will issue a Contract via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the PO to be awarded. | Nancy Kraft, nancy.kraft@oidinc.com 402-484-7500 |
| 13 | Contact | Name of person submitting this bid: | Nancy Kraft |
| 14 | Electronic Signature | Please check here for your electronic signature. | Yes |

Line Items

| # | Qty | UOM | Description | Response |
|---|-----|-----|---|----------|
| 1 | 1 | EA | This is to notify you that Bid 17-140 for Sit to Stand Workstations and Accessories is available. Please prepare your written response and attach your proposals as instructed in 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 402-441-8313. | \$0.00 |

Item Notes:

Supplier Notes:

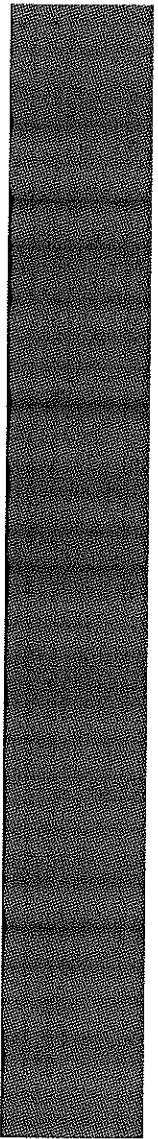
Response Total: \$0.00

Prepared for:

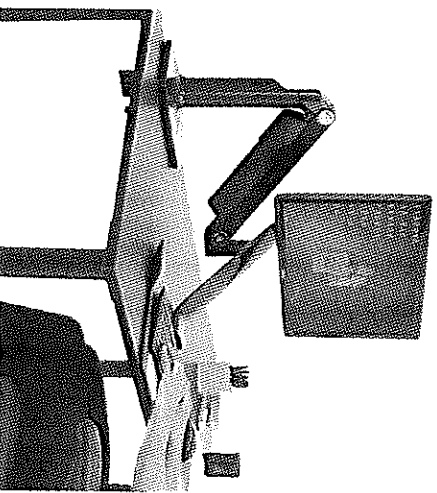
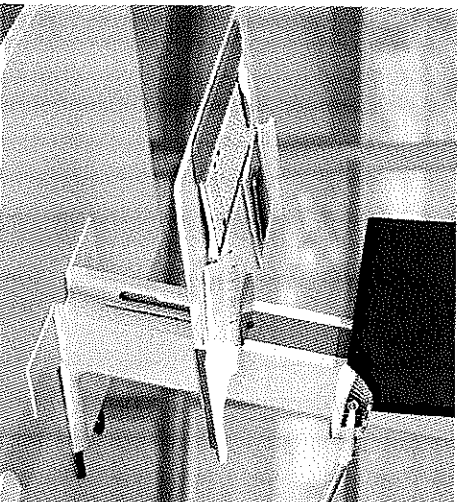
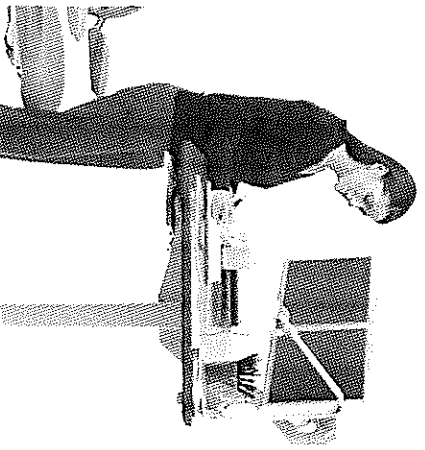
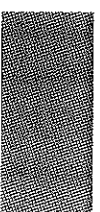
CITY OF LINCOLN™ NEBRASKA

BID NUMBER: 17-140

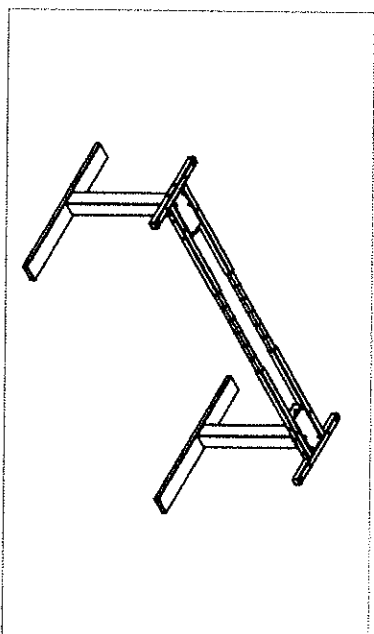
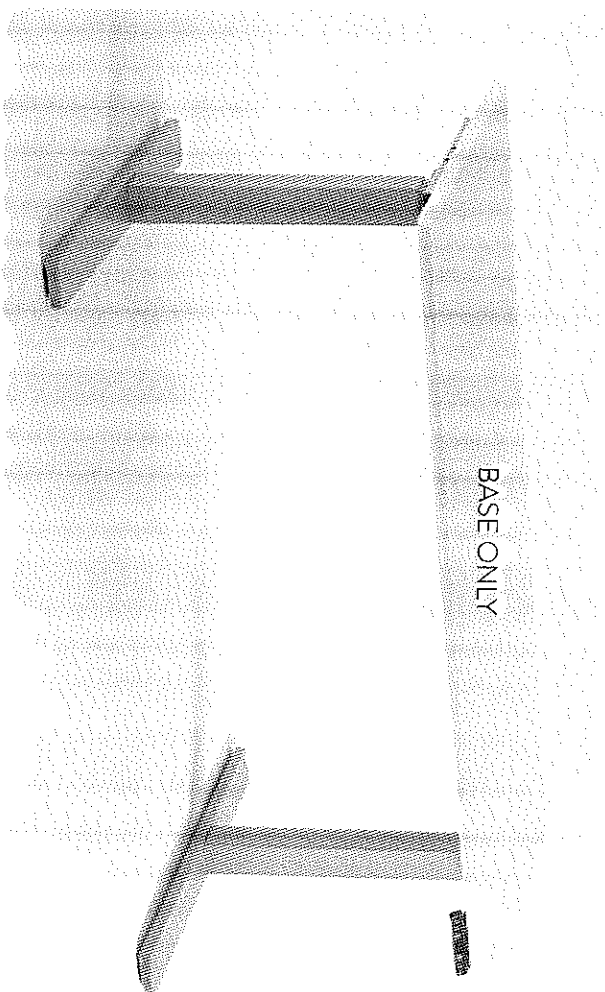
Ergonomics Workstations & Accessories Bid



 OFFICE INTERIORS
& DESIGN



ELECTRIC / HEIGHT ADJUSTABLE / BASE ONLY



TEKNION / HISPACE ELECTRIC BASE ONLY

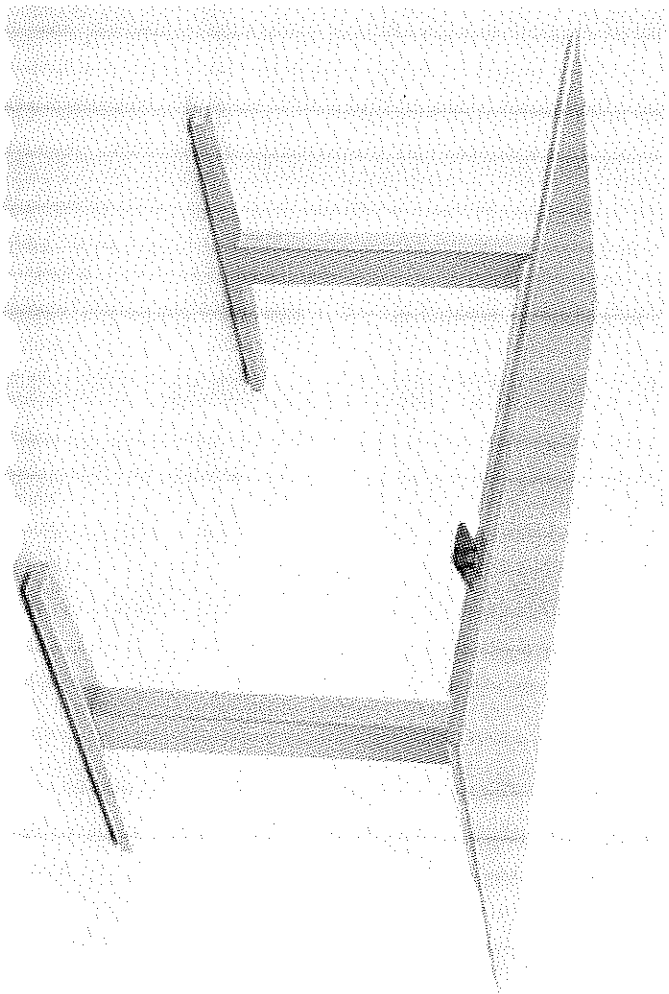
**Base Only (For retrofitting existing rectangle tops)*

<http://www.teknion.com/ca/products/galleries/hispace-gallery>

- Platinum (Silver) Metal Base
- (*Available 24"-30"D x 48"-72"W)
- Memory Display Switch
- 200lb Rise Capacity
- Range: 25.5" - 50.5"H

| | |
|--|----------|
| 24" -30"D x 48" -72W | \$515.62 |
| (*Telescoping base fits under a variety of sized tops) | |
| Installation | \$125 |

COUNTERBALANCE / HEIGHT ADJUSTABLE / COMPLETE DESK



TEKNION / LIVELLO COUNTERBALANCE

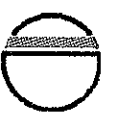
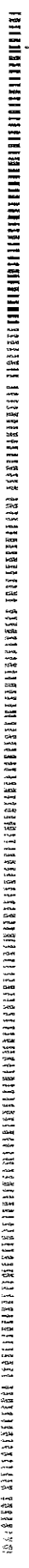
*Complete Height Adjustable Desk w/ Top

<http://www.teknion.com/products/galleries/livello-tables-gallery>

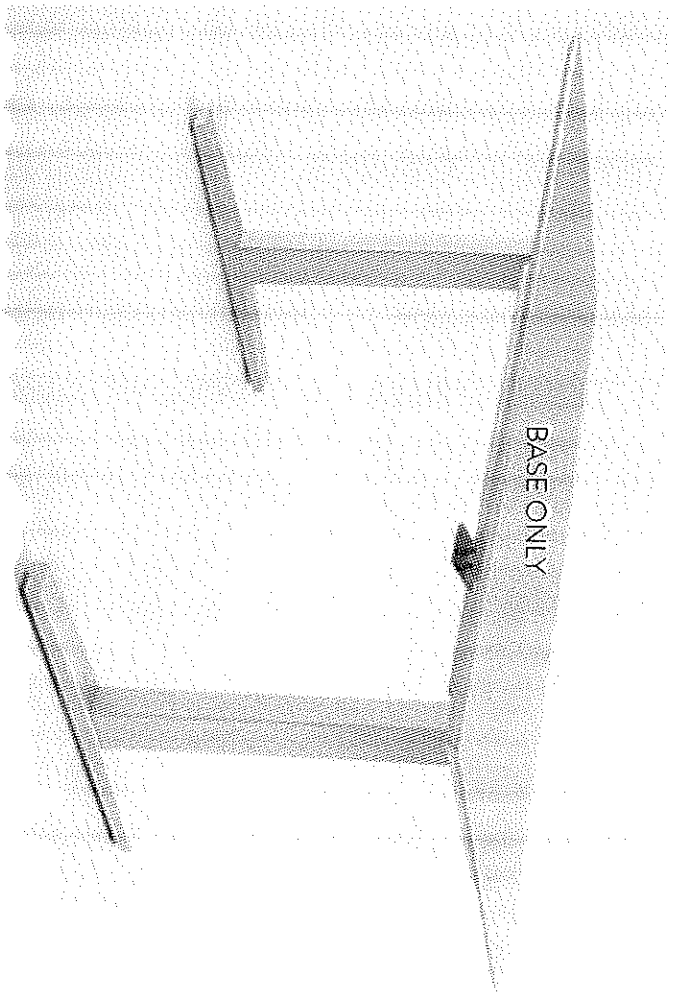
Foundation HPL Laminate Top
 Foundation Metal Base
 (*Available 24-30"D x 42-84"W)
 150lb Rise Capacity (minus weight of worksurface)
 Counterbalance Mechanism

Standard Range: 29" – 49"H
 Extended Range: 26" – 43"H

| | |
|--------------|----------|
| 24"D x 48"W | \$835.98 |
| 30"D x 60"W | \$893.76 |
| 30"D x 72"W | \$932.18 |
| Installation | \$150 |



COUNTERBALANCE / HEIGHT ADJUSTABLE / BASE ONLY



TEKNION / LIVELLO COUNTERBALANCE

***Base Only (For retrofitting existing rectangle desks)**

<http://www.teknion.com/products/galleries/livello-tables-gallery>

Foundation Metal Base

(*Available 24-30"D x 42-84"W)

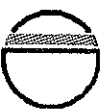
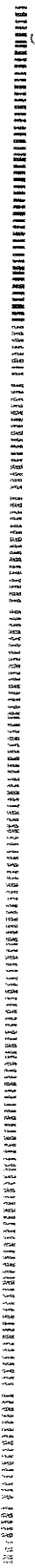
150lb Rise Capacity (minus weight of worksurface)

Counterbalance Mechanism

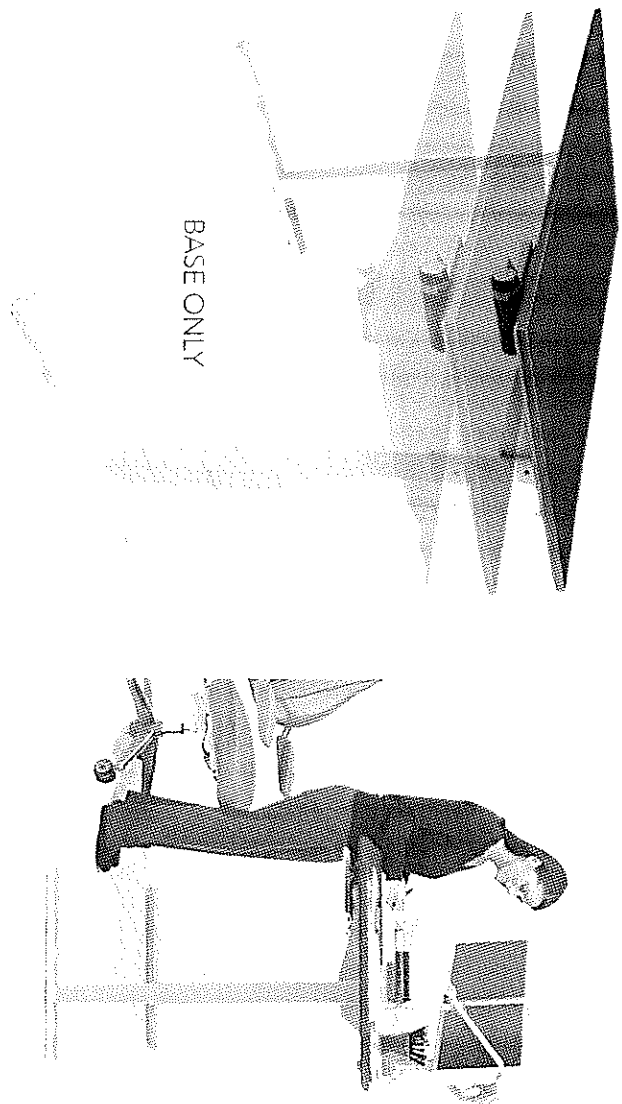
Standard Range: 29" – 49"H

Extended Range: 26" – 43"H

| | |
|--------------|----------|
| 24"D x 48"W | \$771.53 |
| 30"D x 60"W | \$831.85 |
| 30"D x 72"W | \$849.00 |
| Installation | \$125 |



COUNTERBALANCE / HEIGHT ADJUSTABLE / BASE ONLY



BASE ONLY

HUMANSCALE / FLOAT COUNTERBALANCE

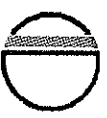
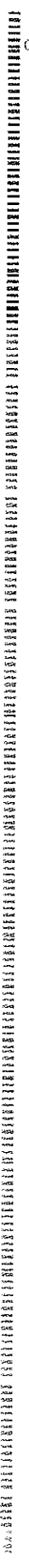
**Base Only (For retrofitting existing rectangle desks)*

<https://www.humanscale.com/products/product.cfm?group=float>

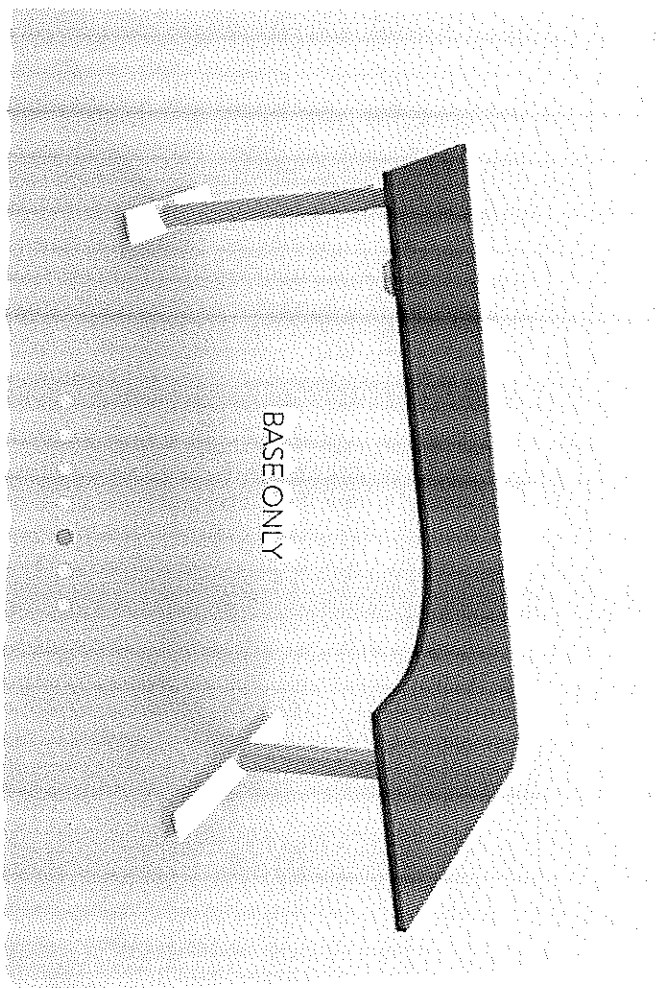
Silver, Black or White
 (*Available 24-30"D x 42-84"W)

Standard Range: 26.4" - 46.2"H

| | |
|--------------|------------------|
| 24"D x 48"W | \$899.50 |
| 30"D x 60"W | \$924.50 |
| 30"D x 72"W | \$924.50 |
| Freight | 4% of sell price |
| Installation | \$125 |



ELECTRIC / HEIGHT ADJUSTABLE / BASE ONLY (Extended Corner)

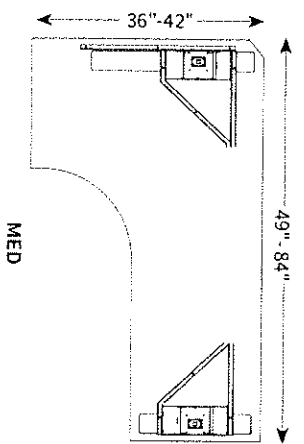


Symmetry Voyager for Extended Corner Desks

***Base Only (For retrofitting existing extended corner desks)**

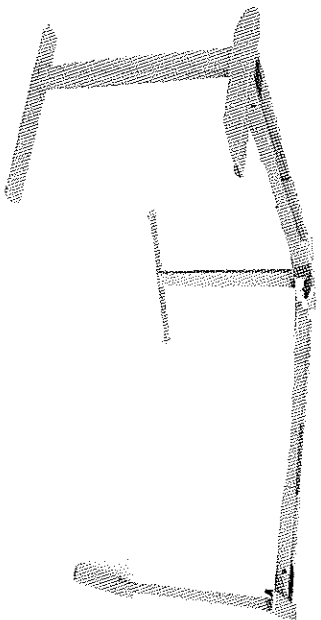
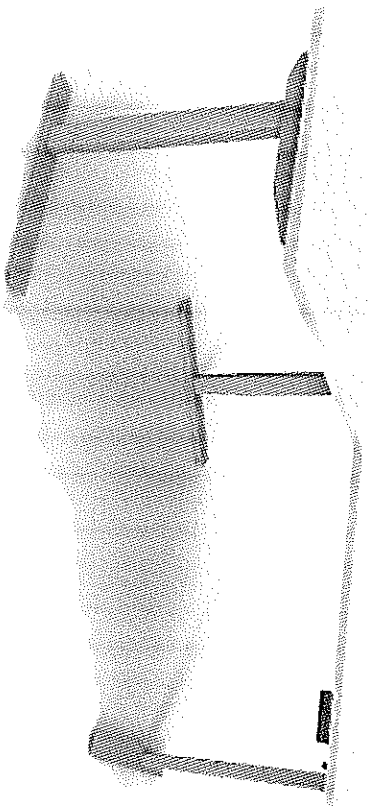
<http://www.symmetryoffice.com/products/401498/>

- Silver, White or Black
- Basic Up/Down Switch
- Range: 28" – 47"H
- 220lb Rise Capacity

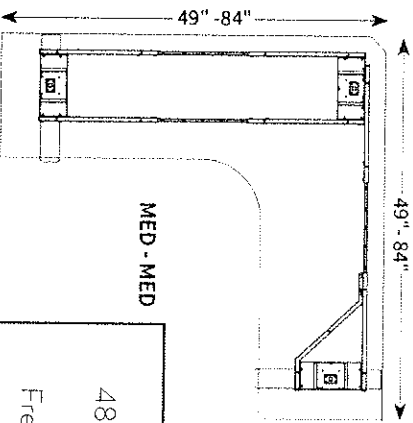


| | |
|--|-----------|
| 36-42"D x 48"-84W | \$531.00 |
| Freight: | |
| 1-6 Bases | \$65 each |
| 7-18 Bases | \$35 each |
| 19+ Bases | Free |
| (*Telescoping base fits under a variety of sized tops) | |
| Installation | \$125 |

ELECTRIC / HEIGHT ADJUSTABLE / BASE ONLY (3-Leg)



BASE ONLY



MED - MED

SYMMETRY / ENDEAVOR 3-Leg Electric Base Only

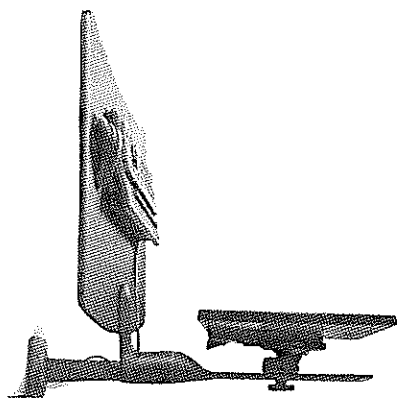
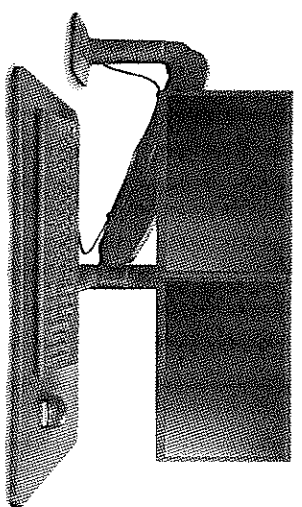
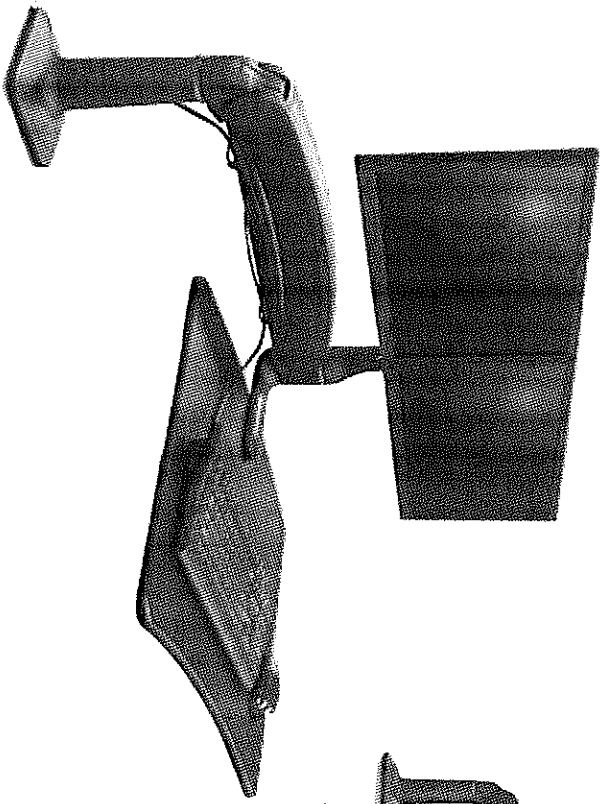
**Base Only (For retrofitting existing extended corner desks)*

<http://www.symmetrloffice.com/products/9/662/>

- Silver Base
- Display Memory Switch
- Range: 24.6" – 49.8"H
- 330lb rise capacity

| | |
|--|-----------|
| 48-84"D x 48"-84W | \$646.00 |
| Freight: | |
| 1-6 Bases | \$82 each |
| 6-15 Bases | \$41 each |
| 16+ Bases | Free |
| (*Telescoping base fits under a variety of sized tops) | |
| Installation | \$150 |

HEIGHT ADJUSTABLE / DESK MOUNTED



The Co-Pilot has 18.5" of gas assisted height adjustment.

To maximize the use of the desk surface, the work surface can also be swung to the side when not in use.

SYMMETRY / CO-PILOT

**Attaches to existing desktop – Clamp or Bolt Mounted*

<http://www.symmetryoffice.com/products/9/660/>

Silver or Black

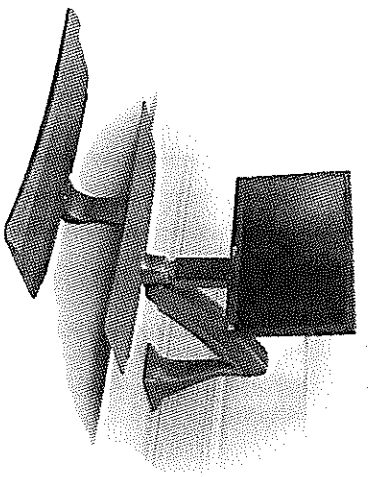
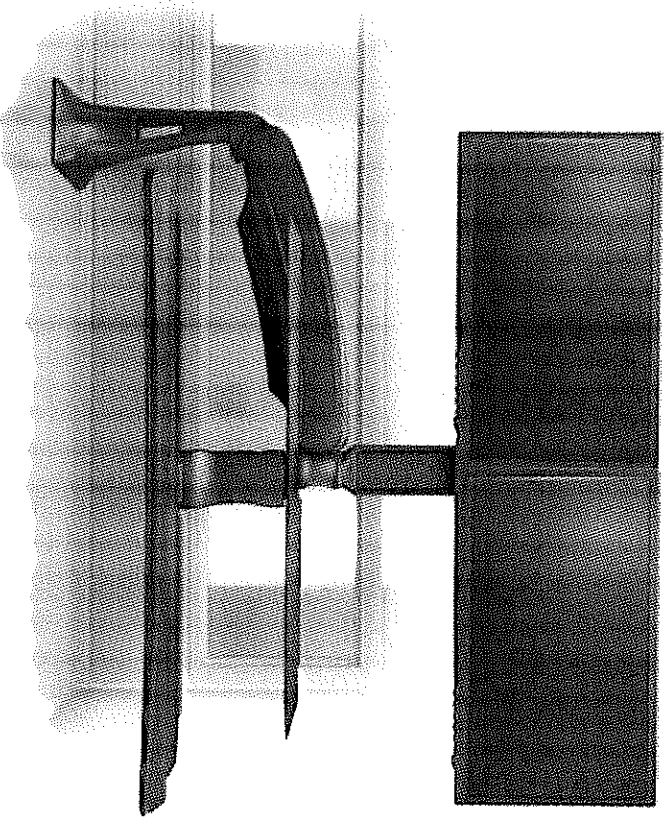
Co-Pilot Single total weight capacity is 24.5lbs
Co-Pilot Dual total weight capacity is 19.5lbs

5 Year Warranty

| | |
|----------------|------------|
| Single Monitor | \$385.70 |
| Freight | \$48.00 ea |
| Double Monitor | \$445.08 |
| Freight | \$56.00 ea |
| Installation | \$55 |



HEIGHT ADJUSTABLE / DESK MOUNTED



The Pilot has 22" of gas assisted height adjustment as well as an independent height adjustable mechanism for the keyboard tray.

SYMMETRY / PILOT

*Attaches to existing desktop – Clamp or Bolt Mounted

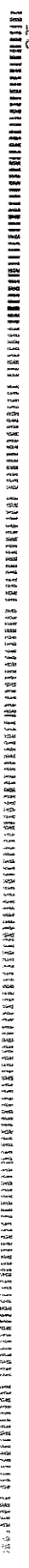
<http://www.symmetryoffice.com/products/9/524/>

Silver, White or Black

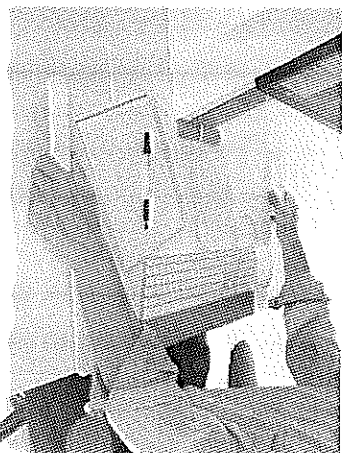
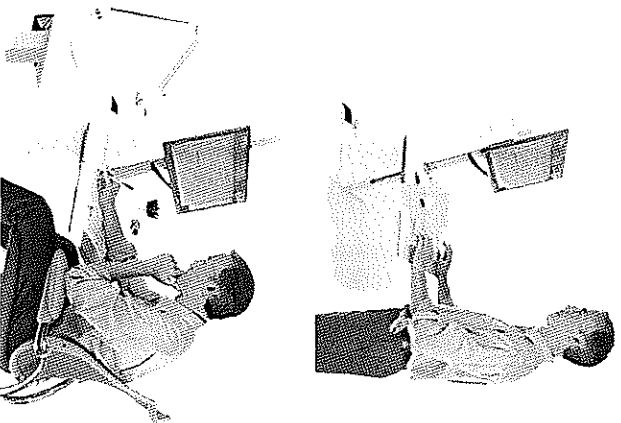
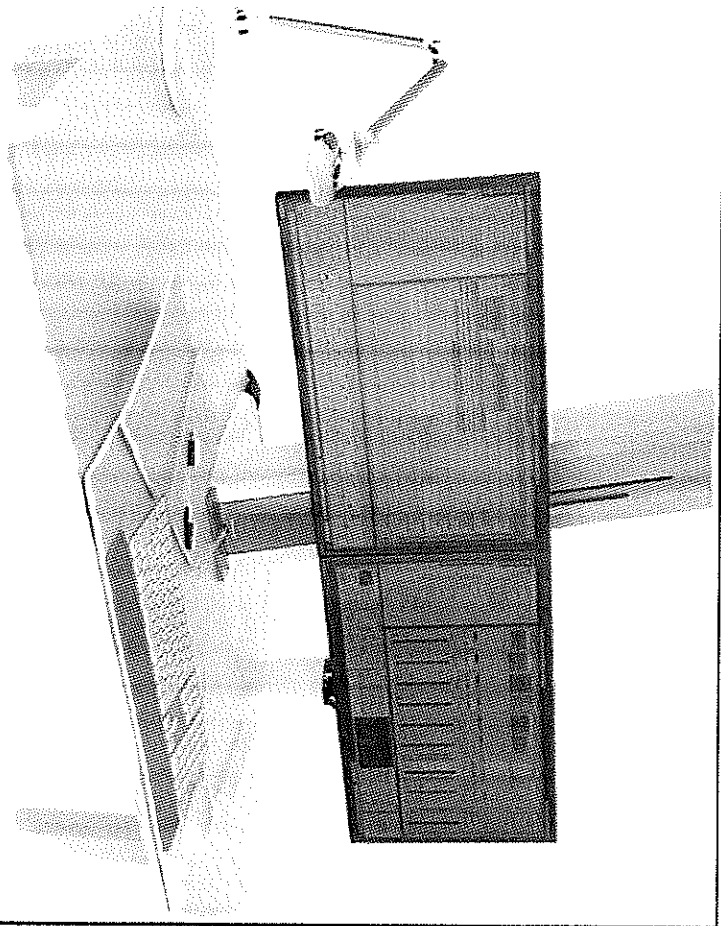
Pilot Single total weight capacity is 25lbs
Pilot Dual total weight capacity is 16lbs

5 Year Warranty

| | |
|----------------|------------|
| Single Monitor | \$526.30 |
| Freight | \$66.00 ea |
| Double Monitor | \$594.70 |
| Freight | \$75.00 ea |
| Installation | \$55 |



HEIGHT ADJUSTABLE / DESK MOUNTED



HUMANSCALE / QUICKSTAND

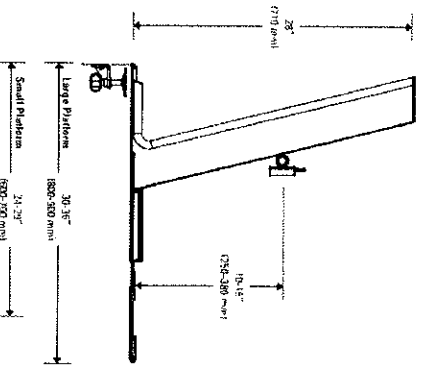
*Attaches to existing desktop - Clamp or Bolt Mounted

(Also available as a freestanding base)

<https://www.humanscale.com/products/product.cfm?group>

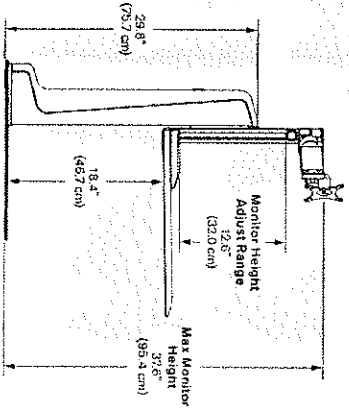
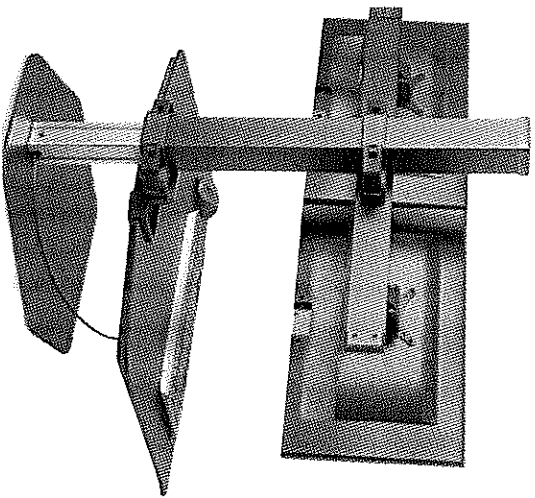
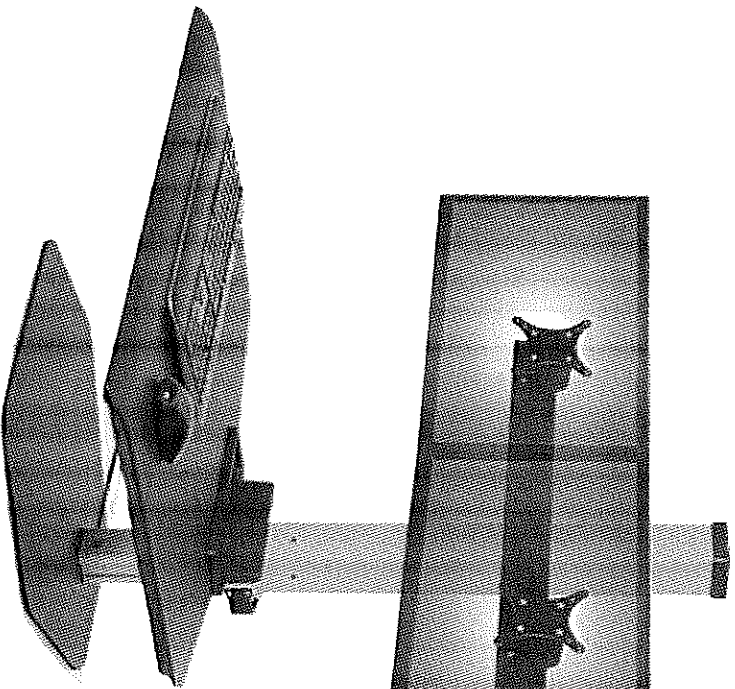
Black or White

Monitors up to 30lbs



| | |
|---------------------------------|------------------|
| Single Lite, Small Platform | \$420.18 |
| Single Lite, Large Platform | \$443.68 |
| Single Heavy, Small Platform | \$467.18 |
| Single Heavy, Large Platform | \$490.68 |
| Standard Double, Small Platform | \$490.68 |
| Standard Double, Large Platform | \$514.18 |
| Wide Double, Small Platform | \$500.08 |
| Wide Double, Large Platform | \$523.58 |
| Freight | 4% of sell price |
| Installation | \$55 |

HEIGHT ADJUSTABLE / DESK MOUNTED



INNOVATIVE / WINSTON Sit-Stand Workstation

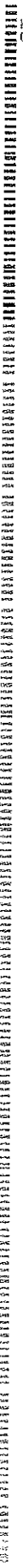
Singe, Dual or Triple Monitors

<http://innovativeworkspaces.com/product/winston-dual-freestand/>

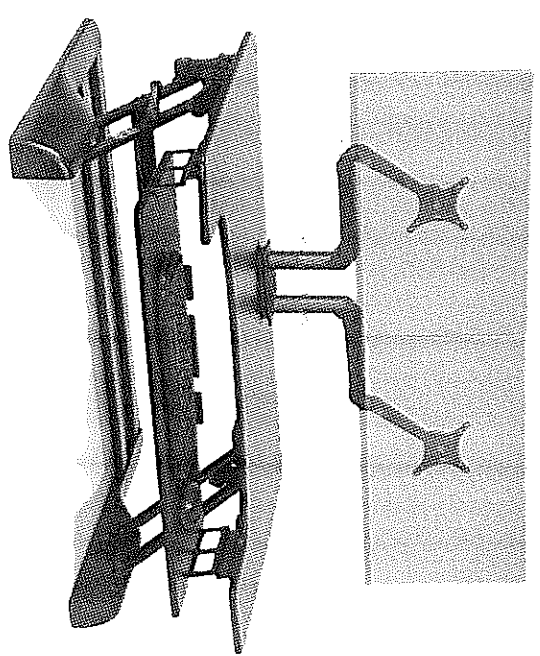
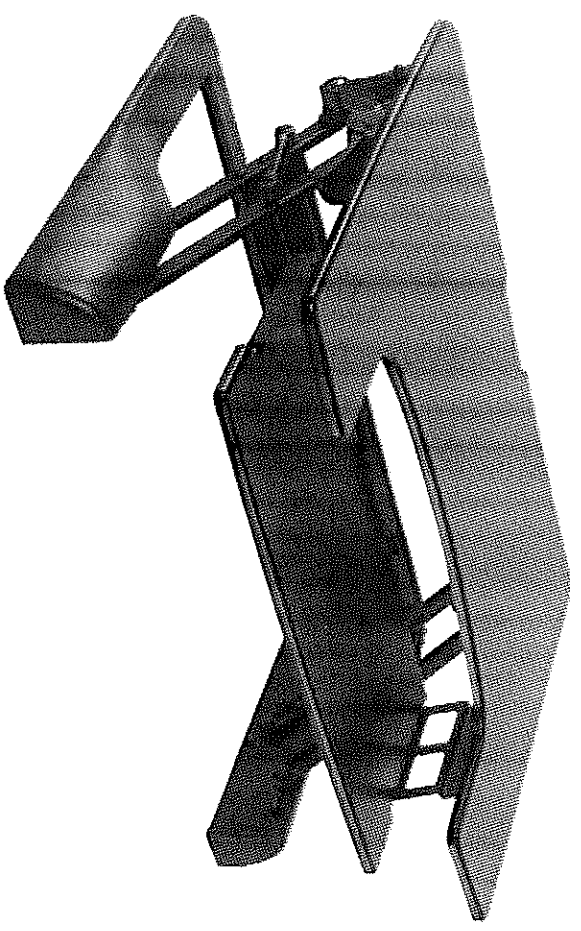
Black, White or Silver

Monitors up to 26lbs total

| | |
|----------------|------------|
| Single Monitor | \$436.50 |
| Double Monitor | \$459.00 |
| Triple Monitor | \$549.00 |
| Freight | \$57.00 ea |
| Installation | \$75 |



MONITOR ARMS



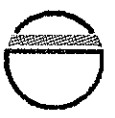
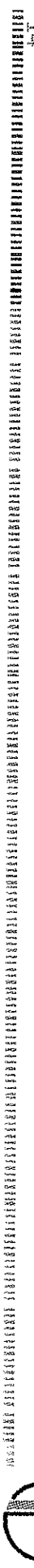
INNOVATIVE / FREEDOM DESK

Available in three sizes: 30", 36" and 42".

<http://innovativeworkspaces.com/product/ergotech-freedom-desk/>

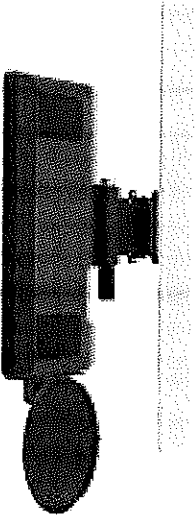
- Spring assisted to raise and lower in seconds
- Upper desk surface has a 10mm bolt-thru hole for mounting an optional monitor arm.
- Ships fully assembled, no installation required.
- 5 Year Warranty
- Black or White

| | |
|--------------|--------------|
| 30"W | \$270.00 |
| 36"W | \$341.00 |
| 42"W | \$315.00 |
| Freight | \$25.00 EACH |
| Installation | \$55 |



KEYBOARD TRAYS

| | |
|--------------|----------|
| 6G90090HG22 | \$167.40 |
| Installation | \$55 |



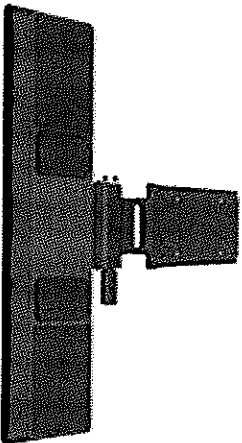
HUMANSCALE / KEYBOARD TRAY

6G90090HG22

https://www.humanscale.com/products/category_detail.cfm?category=keyboard_systems

- Black
- Standard Mechanism / Platform
- 9" Clip Mouse High
- 19" Foam Palm Support w/ Synthetic Leather Cover
- 22" Track Length

| | |
|--------------|----------|
| 6FB500-F2714 | \$127.08 |
| Installation | \$55 |



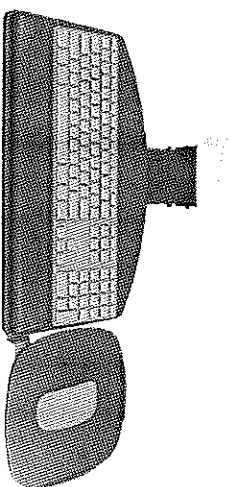
HUMANSCALE / KEYBOARD TRAY (for Height Adjustable Worksurfaces)

6FB500-F2714

https://www.humanscale.com/products/category_detail.cfm?category=keyboard_systems

- Black
- Standard Mechanism for Height Adjustable Surfaces
- Big Platform
- No Mouse Platform
- 27" Foam Palm Support w/ Synthetic Leather Cover
- 14" Track Length

| | |
|---------------|----------|
| SOLUTIONULTRA | \$211.38 |
| Installation | \$55 |



ESI / KEYBOARD TRAY SOLUTIONULTRA

<https://www.esiergo.com/keyboard-solutions/combo-solutions/sp/solution-ultra/>

- PL217 SWITCH-N-CLICK PLATFORM**
- 18.75" keyboard platform
- 9.25" Switch-n-Click mousing platform
- Designed to complement radius corner work surfaces and position the keyboard closer to the work area.

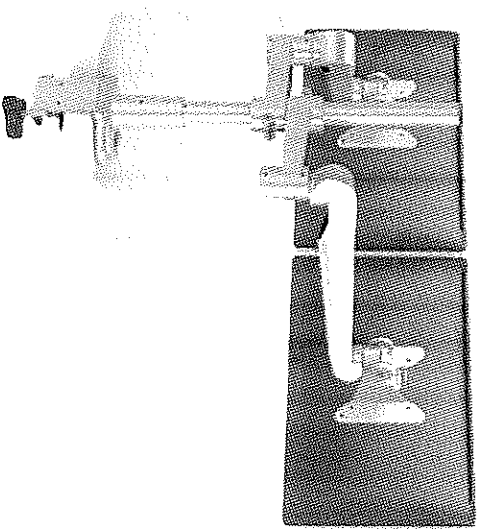
- AA360 ARTICULATING ARM**
- 21" glide track, Lift and Lock
- 7" height adjustment
- High: 2.5" above track
- Low: 4.5" below track

*Installation labor to be quoted as required, including vendor to perform a site visit to measure and determine proper needs of the workspace.

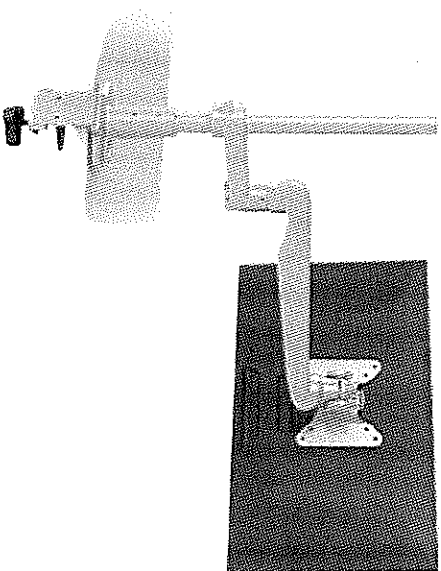


MONITOR ARMS

DOUBLE MONITOR ARM



SINGLE MONITOR ARM



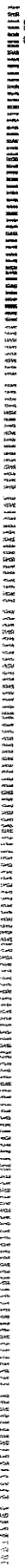
ESI / EVOLVE-F

<https://www.esi ergo.com/monitor-arms/dual/sp/evolve2-fl>

Single and Dual Monitor Arm.
Manual Height Adjustment.

- Monitor Extension: 16.25"
- Monitor Retraction: 3"
- Monitor Tilt: +90°/-25°
- Monitor Rotation: +90°/-90°
- Weight Capacity (per arm):
Maximum: 20 lbs
- 180° Lock-Out Feature
- Quick Release
- 16" Pole
- Desk clamp & grommet mount included
- Max Monitor Width: 27" (bezel measured left to right)

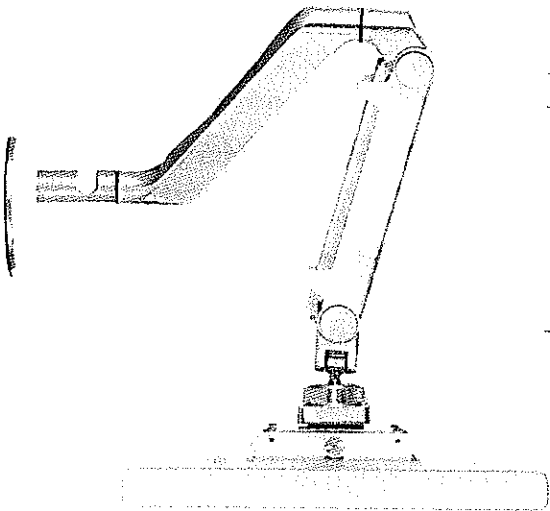
| | |
|--------------------|------------|
| Single Monitor Arm | \$142.03 |
| Double Monitor Arm | \$228.48 |
| Freight | \$25.00 ea |
| Installation | \$55 |



MONITOR ARMS

M2CS2S
Installation \$55
\$118.44

*Installation labor to be quoted as required; including vendor to perform a site visit to measure and determine proper needs of the workspace.



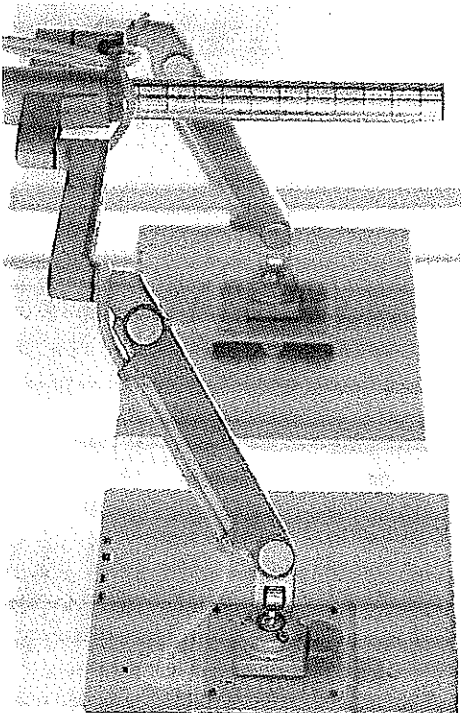
HUMANSCALE / M2 SINGLE

M2CS2S

<https://www.humanscale.com/products/product.cfm?group=M2>

Articulating Arm w/ Spring Tension Technology
Silver, Polished Aluminum or Black
Desk Clamp Mount OR Bolt Through Mount
Fixed Straight Link / Dynamic Link Arm Style
Standard VESA Plate

SINGLE \$139.68
DOUBLE \$244.80
Installation \$55



HUMANSCALE / MFLEX

*Single or Double

MF21S2B12 // MF22S22B12

<https://www.humanscale.com/products/product.cfm?group=M2>

Articulating Arm w/ Spring Tension Technology
Silver, Polished Aluminum or Black
Bolt Through Mount (Clamp optional w/ upcharge)
Fixed Straight Link / Dynamic Link Arm Style
12" H Post
Standard VESA Plate



COMPANY PROFILE

VALUES

EXCELLENCE

Office Interiors & Design is committed to excellence in all aspects of interior design and furniture products and services; in communication, space planning and design, CAD drawing, furniture specification, finish selection, order placement, receiving, warehousing, installation and client wrap-up; in the hiring of the absolute best people and continuing professional development of everyone; in all administrative policies and procedures; and participation in the communities that fuel the continual reinvigoration of the interior design community.

LISTENING

Remaining ever mindful that each client is a unique individual or group, with unique and specific requirements, the employees of OI&D are committed to sharing the client vision; through active listening, providing thoughtful, individualized solutions; and remaining flexible of mind, the shared vision is attained.

STEWARDSHIP

As a mid-western, family owned company we recognize that our company's strength comes from our people; and that our people come from our community. OI&D is committed to fostering a love of design in young people and we pledge to continue to support local design students and curricula.

KNOWLEDGE

OI&D has extensive experience and product expertise across many markets; including corporate, government, public spaces, technology and higher education. From top to bottom, we understand the specific markets we serve.

We utilize the latest technology to accommodate client needs quickly. Planning, specifications, ordering and tracking orders are managed in a way that ensures speed and accuracy.

PEOPLE

We pride ourselves on the knowledge, expertise and professionalism of our entire company. Many of our employees have been with the company for over 15 years, and we are continually honored with an incredible employee retention rate as well as a commitment to ongoing training.

Our service team is comprised of extremely dependable and professional individuals that continue to reinforce the positive experience of working with our company.

MISSION

Office Interiors & Design, Inc. is a full-service commercial furniture dealership dedicated to delivering an enjoyable, professional client experience; ever-striving to realize the client vision while strictly adhering to budget and schedule.

OI&D was founded by Dian Pickarel in 1995 and remains a family-owned, women-owned business.

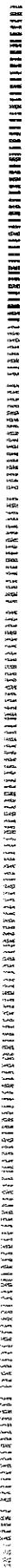
OI&D is a client-first company that positions itself for long-term success by committing to client delight.

OI&D is pledged to excellence of client experience and creating the amazing spaces of our client's vision and that the design, administrative and installation teams are trained experts; ready to assist clients in all phases of the process, communicate effectively, and create solutions.

Office Interiors & Design intends that its clients achieve all of their project goals and are delighted by the process and results.

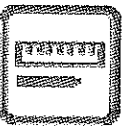
VISION

Office Interiors & Design, Inc. is a preeminent regional commercial furniture dealership, where the furniture experience transforms every client into an earnest, vocal advocate of our firm.



SERVICES

OID is a single source resource for all commercial furniture needs across of variety of markets. We support clients from space planning through furniture assembly and move in, as well as post occupancy needs. It's our job to take the hassle out of creating smart furniture solutions.



DESIGN

We offer full design services including workplace strategy, typical development, 3D renderings, space planning, technical specification, fabric and finish selections, installation drawings and field verification.



CUSTOMIZATION

We help our clients achieve a vision that also fits with their organizations branding and goals. Our manufacturer partners allows us to customize everything from colors, finishes, fabrics, furniture design, and more. Each product is truly designed to order the way you want it.



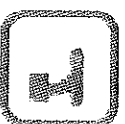
PRODUCT SOLUTIONS

As workplace design and project management specialists, we help create and refine your vision for the office. We provide idea starters, full floor plan product selections, and offerings that fit within your budget.



PROJECT MANAGEMENT

Our experienced Project Leads provide you one point of contact to tailor your project to specific budget and schedule needs. Dedicated Project Leads guide you through every step including planning, installation and revisions.



INSTALLATION

We outline your schedule and communication plan, and our team will oversee the production and installation processes to ensure they run smoothly. We are committed to finishing well through our team, and our partner installers, of courteous, prompt and professional installers.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/04/2017

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).

| | | |
|--|---|------------------------------------|
| PRODUCER INSPRO Insurance P.O. Box 6847 Lincoln, NE 68506 402 483-4500 | CONTACT NAME: Sunshine Roberts PHONE (A/C, No, Ext): 402-483-4500 E-MAIL ADDRESS: sroberts@insproins.com | FAX (A/C, No): 402-483-7977 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Office Interiors and Design, Inc. 121 Cherry Hill Blvd. Lincoln , NE 68510 | INSURER A: QBE Insurance Corporation | NAIC # 39217 |
| | INSURER B: Guarantee Insurance Company | NAIC # 11398 |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |


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 CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | X | CFB0688134 | 06/23/2017 | 06/23/2018 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 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 | <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | X | | CBA0688131 | 06/23/2017 | 06/23/2018 | 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"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | X | | CCU0688132 | 06/23/2017 | 06/23/2018 | EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WCP101275903GIC | 06/23/2017 | 06/23/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proprietors/Partners/Executive Officers/Members Excluded:
 Diane Pickerel, Owner 100%

City of Lincoln, Nebraska; Lancaster County, Nebraska; Lincoln-Lancaster County Public Building Commission are named as Additional Insured on General Liability and Auto policies. A Waiver of Subrogation applies to the General Liability, and Workers Compensation Policies.

| | |
|---|---|
| CERTIFICATE HOLDER City of Lincoln/Lancaster County & Lincoln/Lancaster County Public Building Commission 555 S 10th Street Lincoln, NE 68504 | CANCELLATION 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  |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES
OR CONTRACTORS – SCHEDULED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|--|-----------------------------------|
| City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission | City of Lincoln, Lancaster County |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

The following is added to Paragraph C. Who Is An Insured in Section II – Liability:

- 3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured Office Interiors and Design, Inc.

Effective Policy No.
WCP101275903GIC

Endorsement No.
Premium

Insurance Company
Guarantee Insurance Company

Countersigned by _____

In furtherance of Neb. Rev. Stat. §84-712 et seq., all proposals or responses received may be subject to a public records request. Responses to public records requests may include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The City and/or County will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a City and/or County determination that information is proprietary, the City and/or County will consider all information a public record subject to release regardless of any assertion that the information is proprietary. If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in nondisclosure. To facilitate such public postings, with the exception of proprietary information, the City of Lincoln and/or Lancaster County reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this bid/RFP, specifically waives any copyright or other protection the contract, proposal, or response to the bid/RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the bid/RFP being found nonresponsive and rejected. Any entity awarded a contract or submitting a proposal or response to the bid/RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the City and/or County and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the City and/or County, arising out of, resulting from, or attributable to the releasing of the contract or the proposals and responses to the RFP, awards, and other documents in accordance with the state public records laws.

WORKSTATIONS AND ACCESSORIES

1. SUPPLEMENTAL TO INSTRUCTIONS TO BIDDERS

- 1.1 The City of Lincoln, Lancaster County and Public Building Commission, hereinafter referred to as Owners, are requesting bids from qualified firms, for Workstations and accessories to include assessments with installation.
- 1.3 Vendor must submit their bid and all attachments via the City/County e-bid system under the Suppliers Response Attachment section of the bid.
- 1.4 All inquiries regarding these specifications shall be directed via e-mail request to Rachele Hinze, City of Lincoln, Buyer (rhinze@lincoln.ne.gov).
 - 1.4.1 These inquiries and/or responses shall be distributed to prospective Vendors as an electronic addenda.
 - 1.4.2 All inquiries must be submitted to the Purchasing Office five (5) days prior to the bid opening.
 - 1.4.3 Vendors are not allowed to discuss bid with any Owner's employees, other than the City/County Purchasing Staff through the award process.
 - 1.4.3.1 Failure to follow this requirement may result in immediate disqualification of your bid.
- 1.5 If requested Vendor shall provide and demo the exact product(s) being bid prior to the award of the contract.
- 1.6 Vendor may submit pricing for multiple workstations by adding alternate line items in the bid.
- 1.7 The Owners reserves the right to award more than one contract.
- 1.8 Workstations will be ordered on an as needed basis during the term of the contract by purchase order for multiple Owner departments.

2. VENDOR RESPONSIBILITY

- 2.1 An assessment will be performed by the Vendor and the Owners Risk Management to make sure product will suit the needs of the employees office space and accommodate the weight of the monitors, etc. used with the workstation.
 - 2.1.2 After the assessment the employee will have the opportunity to view the product(s) requested in the Purchasing office.
- 2.2 Vendor shall be responsible for delivery, assembly and installation on site.
- 2.3 City Purchasing reserves the right to request a demo of product(s) bid which will remain in the Purchasing office during the term of the contract at no cost to the Purchasing Department.
- 2.4 Vendor shall give a 24 hour notice of assessment, delivery and installation.

3. BID REQUIREMENTS

- 3.1 Vendor shall attach on Company letterhead in the suppliers response attachment section of the bid a list of items they wish to have under contract with pricing listed for the purchase of one (1) and breakdown of pricing if multiple items were to be order on one purchase order.
 - 3.1.1 Items requested are Sit to Stand Workstations, Height Adjustable Tables/Desks, Leg Bases, Single and Dual Monitor Arms, Wrist Rests, Monitor Arms and Keyboard Trays.
 - 3.1.1.1 Humanscale keyboard tray requested would be 6G90090HG22 and the 6FB500-G2714 or equivalent to.
 - 3.1.2 Document shall list any additional charges (assessment, delivery, installation, etc.) associated with the purchase of the products.

4. **PRODUCTS**

- 4.1 Product shall be able to transform any fixed-height desk into a height adjustable desk with little or no effort.
- 4.2 Electric and Non-Electric height adjustable workstations and tables with laminated or veneer tops shall be bid with the following characteristics.
 - 4.2.1 Counterbalance
 - 4.2.2 Standard Electric
 - 4.2.3 Crank
 - 4.2.4 Spring
 - 4.2.5 Single and Dual Monitor capability
- 4.3 Minimum of five (5) year warranty for workstations.
- 4.4 Minimum of ten (10) year warranty for workstation tables.

5. **CONTRACTOR INSURANCE**

- 5.1 The awarded Vendor shall furnish the Owners with a Certificate of Insurance in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all City Contracts" at time of award.
- 5.2 All certificates of insurance shall be filed with the Owners on the standard Accord Certificate of Insurance form showing specific limits of insurance coverage required and showing City of Lincoln/Lancaster County and Public Building Commission as "Named Additional Insured" as pertains to these services.
- 5.3 **Vendors are strongly encouraged to send their insurance requirements and endorsement information to their Insurance Agent during the bid process in order to ensure contract execution within 10 days of award notice.**

6. **EVALUATION CRITERIA**

- 6.1 Evaluation of bids will consist of the following:
 - 6.1.1 Total price of contract and other pricing factors that will amount to the best value to the Owners.
 - 6.1.2 Ability to provide service as required in this Specification.
 - 6.1.3 References

INSTRUCTIONS TO BIDDERS

City of Lincoln, Nebraska, County of Lancaster, Public Building Commission

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, Lancaster County and Building Commission, hereafter referred to as "Owners" the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2011 shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stnds-spec/index.htm>

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 to be received within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the Office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the Owners.
 - 2.4.2 For all other contracts: upon approval by the Owners of the executed contract and bonds.
- 2.5 Owners 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 Owners 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 or refuses to enter into a contract on forms provided by the Owners, 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 electronic signature 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. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the specification documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owners; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

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

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City or County staff or officers except in the course of Owner sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

8. BRAND NAMES

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

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owners.
- 9.2 Such demonstration can be at the Owners delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the Owners of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The Owners reserve the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the Owners at the location specified by the Owners, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Owner 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, if requested, shall 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 Owners, 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 Owners. Replacement parts of defective components shall be shipped at no cost to the Owners. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the Owners; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents 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, the Owners reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Owner, as required by the specification documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the Owners, and as the Owners deem will best serve the requirements and interests of the Owners.
- 13.5 The Owners reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the Owners.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the Owners. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The Owners reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless the Owners from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.
- 14.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

15.1 Unless stated otherwise, the Owners 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 contract reached as a result of this process.

16.2 Bidder agrees to abide by all applicable local, 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.

17. EQUIPMENT TAX ASSESSMENT

17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes Section 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. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

18.1 The City of Lincoln-Lancaster County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. INSURANCE

19.1 All Bidders shall take special notice of the insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for City, County, Building Commission*).

20. EXECUTION OF AGREEMENT

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

a. **PURCHASE ORDER**, unless otherwise noted.

1. This Contract shall consist of a City of Lincoln, Lancaster County and City-County Public Building Commission Purchase Order.
2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.

b. **CONTRACT**, unless otherwise noted.

1. City, County and City-County Public Building Commission will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
3. The City, County and City-County Public Building Commission will sign and date the Contract.
4. Upon approval and signature, the City, County and City-County Public Building Commission will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

21.1 The Owners are generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

22. CITY AUDIT ADVISORY BOARD

22.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

23. **E-VERIFY**

23.1 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.

**INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY
AND PUBLIC BUILDING COMMISSION CONTRACTS**

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.

This includes endorsements and waivers as required below.

All Vendors must comply with Sections 2-7.

*Indicates Endorsement Form is required.

Insurance; Coverage Information

The contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Agreement and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000.00 per occurrence. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

Certificates

The Contractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements and waivers described herein and below before being permitted to begin the work or project. All certificates, endorsements and endorsement forms (where required) must be acceptable to the City Attorney or County Attorney as appropriate. Certificates shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation. During the term of the Agreement and during the period of any required continuing coverages, the Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

1. **Commercial General Liability**

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.1 **Additional Insured***

An Additional Insured Endorsement Form showing the City/County/PBC as Additional Insured for Commercial General Liability, Auto Liability and such other coverage as may be required by the City/County/PBC.

1.2 **Automobile Liability***

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

1.3 **Garage Keepers / Garage Liability***

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

1.4 **Workers' Compensation; Employers' Liability***

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000.00 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation. The contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

1.5 Builder's Risk Insurance*

The Contractor shall purchase and maintain property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. In the event the Contractor procures the builder's risk policy herein, the Contractor shall provide an endorsement to the City/County/PBC, in a form approved by the City/County/PBC demonstrating additional insured coverage for the City/County/PBC. Approval of such endorsement shall not be unreasonably withheld by the City/County/PBC.

**Coverage required whenever work under contract involves construction or repair of a building structure or bridge.*

1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

The Contractor and its Subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged.

1.6 Pollution Liability*

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

**Coverage required whenever work under contract involves pollution risk to the environment.*

1.7 Errors and Omissions; Professional Liability

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Agreement, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor.

**Required whenever service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.*

1.8 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 railroad crossing, the Contractor must provide an endorsement (ISO® form CG24170193 or newer) that removes or deletes any exception for such work in the Contractor's commercial general liability policy. Any endorsement not described herein shall be subject to the approval of the City/County/PBC Attorney.

1.8.1 Railroad Protective Liability

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.9 Cyber Insurance*

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000.00. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of two years thereafter for services completed during the term of the agreement.

2. Risk of Loss

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any Subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

3. Umbrella or Excess Liability

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

4. 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 an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

5. Indemnification

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

6. Reservation of Rights

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

7. Sovereign Immunity

Nothing contained in this clause or other clauses of this Agreement/Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.