

CONTRACT DOCUMENTS

**CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA**

**Annual Services
Unclaimed Property Auction Services
Bid No. 18-010**

**Jim Peterson Auction Co.
2208 A St.
Lincoln, NE 68502
402-477-2273**

**CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Jim Peterson Auction Co., 2208 A Street, Lincoln, NE 68502**, 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, hereinafter called the "Owners".

WHEREAS, the Owner has 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:

Unclaimed Property Auction Services
Bid No. 18-010

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 percentage as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. Lancaster County agrees to pay the Auctioneer's Fee in the amount of 8% of gross sales for the term of the contract, not to exceed \$10,000.00 without approval by the County Board. City of Lincoln agrees to pay the Auctioneer's Fee in the amount of 8% of gross sales for the term of the contract, not to exceed \$50,000.00 without approval by the City of Lincoln.

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 and Lancaster County, Nebraska. 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") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County. Notwithstanding the foregoing, the duties and obligations of the City, the County, and the Building Commission pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the City, the County, or the Building Commission shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.
8. 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.
9. The Contract Documents comprise the Contract, and consist of the following:
1. Contract Terms
 2. Accepted Proposal/Supplier Response
 3. Specifications
 4. Instructions to Bidders
 5. Insurance Requirements

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

Vendor Signature Page

CONTRACT
Unclaimed Property Auction Services
Bid No. 18-010
Jim Peterson Auction Co.
City of Lincoln and Lancaster County

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary Seal

Name of Corporation

Address

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

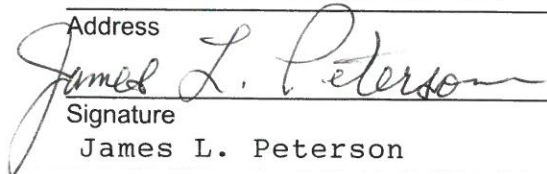
By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Jim Peterson Auction Co.
Name

2208 A St. Lincoln, NE 68502
Address


Signature
James L. Peterson

City of Lincoln Signature Page

CONTRACT
Unclaimed Property Auction Services
Bid No. 18-010
Jim Peterson Auction Co.
City of Lincoln and Lancaster County

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Chris Beutler, Mayor

Approved by Executive Order No. _____

dated _____

Lancaster County Signature Page

CONTRACT
Unclaimed Property Auction Services
Bid No. 18-010
Jim Peterson Auction Co.
City of Lincoln and Lancaster County

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Purchasing Agent	Contact
Phone	1 (402) 441-8309			
Fax	1 (402) 441-6513			
Bid Number	18-010	Department		Department
Title	Unclaimed Property Auction Services	Building		Building
Bid Type	Bid		Suite 200	Floor/Room
Issue Date	1/5/2018 07:00 AM (CT)	Floor/Room		Telephone
Close Date	1/17/2018 12:00:00 PM (CT)	Telephone	1 (402) 441-8309	Fax
		Fax	1 (402) 441-6513	Email
		Email	rwalla@lincoln.ne.gov	

Supplier Information

Company Jim Peterson Auction Co. (James L. Peterson)
 Address 2208 A St.

 Lincoln, NE 68502
 Contact Jim Peterson
 Department
 Building
 Floor/Room
 Telephone (402) 477-2273
 Fax (402) 477-2273
 Email jim@petersonauctions.com
 Submitted 1/16/2018 11:29:06 AM (CT)
 Total 8.00

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

Signature James L peterson

Email coljimpeterson@hotmail.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

10	Additional Fees	Vendor shall provide an amount and a description for any and all fees or charges that will be assessed for items sold at auction during the term of the contract.	No additional charges. But what I do at NO CHARGE is place AUCTION signs at Charleston and Sunvalley Blvd and at the entrance of Capital Towing, remove snow from from vehicles if necessary prior to auction, have occasional drawings for a gift card or two, serve coffee during the holiday season, use a top of the line wireless JBL speaker system, furnish tables for the occasional property items, line up the bicycles in groups of 10-12 for choice or privilege sale at auction, and arrange for concessions to be sold, weather permitting.
11	Process Letter	I have completed the written response to Section 2.6 of the Specifications and attached it to the Response Attachment section of the Ebid response.	yes
12	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>	YES

Line Items

#	Qty	UOM	Description	Response
1	1	Percent	Percentage - Gross Sales Fee	8.00

Item Notes: Vendor shall only list the gross sales fee (percent) for each item being sold at auction.
NO OTHER FEES ARE TO BE INCLUDED IN THIS LINE ITEM.

Supplier Notes:

Response Total: 8.00

· JIM PETERSON AUCTION CO ·

Real Estate & Personal Property

2208 A Street / Lincoln, NE 68502

(402) 477-2273 / www.petersonauctions.com / Fax: (402) 477-2273

January 16, 2018

City of Lincoln Purchasing

440 S. 8th St. Ste. 200

Lincoln, NE 68502

RE: Bid 18-010 Process letter for auction promotion

Dear City of Lincoln Purchasing:

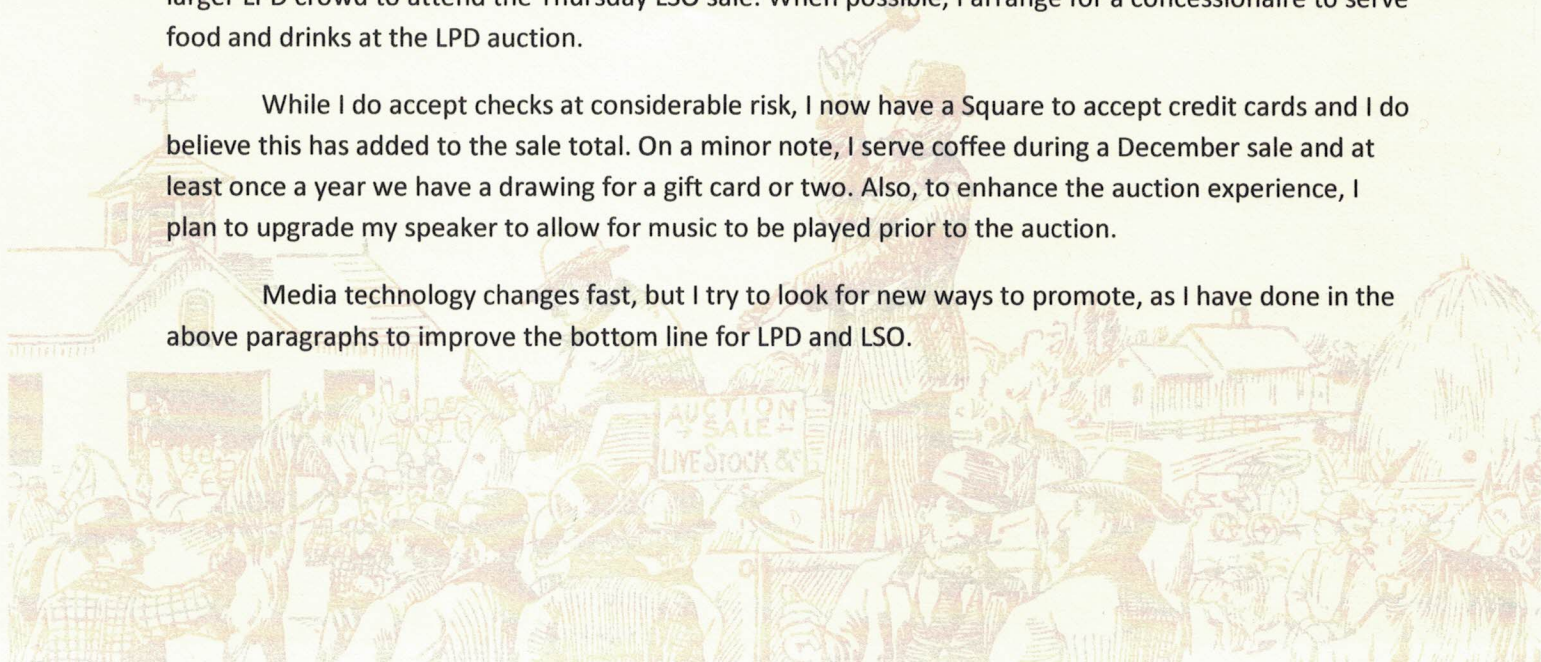
Besides fulfilling the basic contract requirements of advertising in the Journal-Star and posting upon my website, it has been my goal to go above and beyond the minimum required. My website spells out all the terms and conditions, but more importantly, I inspect the vehicles to better describe each one in a list and photograph each to create a slide show for the website. In addition, prior to the auction I post a listing with photos on Craig's List: Cars and trucks and Bicycles. This has been helpful in drawing new buyers. I recently began placing a large directional AUCTION sign at the corner of Sun Valley Blvd. and Charleston St. as well as at the entry to Capital Towing. It may attract walk in buyers.

Within the last year, with the help of my head cashier, Stephanie Scheffler, we have created a Facebook page for those who wish to follow our auctions in that manner. These various forms of promotion also prompt phone calls and e-mails from customers which I answer promptly.

Although not required, I indicate which vehicles have keys and/or salvage titles. I now have a locksmith on site to make keys for those wanting to purchase a key for those vehicles without a key. In addition, I print up flyers for the Thursday LSO auctions to give out at the preceding Saturday LPD sale. The LSO auctions have not been held until 2 years ago and these flyers are helping get some of the larger LPD crowd to attend the Thursday LSO sale. When possible, I arrange for a concessionaire to serve food and drinks at the LPD auction.

While I do accept checks at considerable risk, I now have a Square to accept credit cards and I do believe this has added to the sale total. On a minor note, I serve coffee during a December sale and at least once a year we have a drawing for a gift card or two. Also, to enhance the auction experience, I plan to upgrade my speaker to allow for music to be played prior to the auction.

Media technology changes fast, but I try to look for new ways to promote, as I have done in the above paragraphs to improve the bottom line for LPD and LSO.



• JIM PETERSON AUCTION CO •

Real Estate & Personal Property

2208 A Street / Lincoln, NE 68502

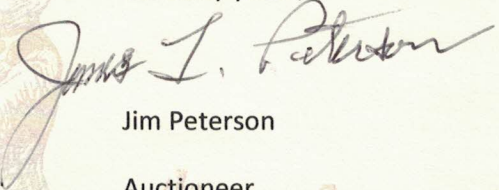
(402) 477-2273 / www.petersonauctions.com / Fax: (402) 477-2273

But all the promotion and advertising in the world will be largely ineffective if, as an auctioneer, you do not have the trust and confidence of the buyers, especially at an auction held regularly. This is what I am most proud of doing. It is a completely different crowd than if I hold a household auction here in town. The LPD auctions are truly a multi-cultural event. Many of the attendees are people not familiar with our customs or language so it can be challenging at times. By being understanding and patient I have developed a strong rapport. For example, it is not uncommon for some buyers to continue to raise their hand to bid even though they hold the high bid. I explain to them that they are "in" and explain we would not knowingly raise their own bid. And this, I believe, is one of the reasons why we continue to have good crowds and very active bidding. These folks know that they are bidding against their fellow buyers only, and it makes for a true, competitive auction. As a result, we get very good prices for vehicles that are mostly 10-20 years old and the local/regional buyers support this market by bidding fair market value, in my opinion. We have buyers from Omaha, Beatrice, Columbus, Grand Island and other surrounding towns. I am proud of the friendships I have made over the years at this auction. Also of great importance, the relationship I have with LPD auction host, Capital Towing, is excellent and this makes for great cooperation to help make the auction run smoothly.

This leads to one last observation regarding getting the most money for the vehicles. It might be worth considering giving a brief reason as to why a vehicle is on the auction, eg. DUS, DUI, Parking tickets, Stolen, etc. This is done at some police auctions and I am often asked by buyers why we do not offer a reason. This can be done without implying warranty. In other words, the buyers may perceive, in some cases, the vehicle may be abandoned/unclaimed through no fault of its own, thus, possibly bringing a higher price.

Finally, I consider being an auctioneer a personal services relationship between the auctioneer and the seller, much like the relationship one has with his or her physician or lawyer. Therefore, barring injury or illness, I would never assign my duties to another auctioneer. In other words, when you hire me, you get me. This is what I have done in the past, and to the present, for the Lincoln Police Dept., and now the Sheriff's Office. I am respectfully asking for you to accept my bid.

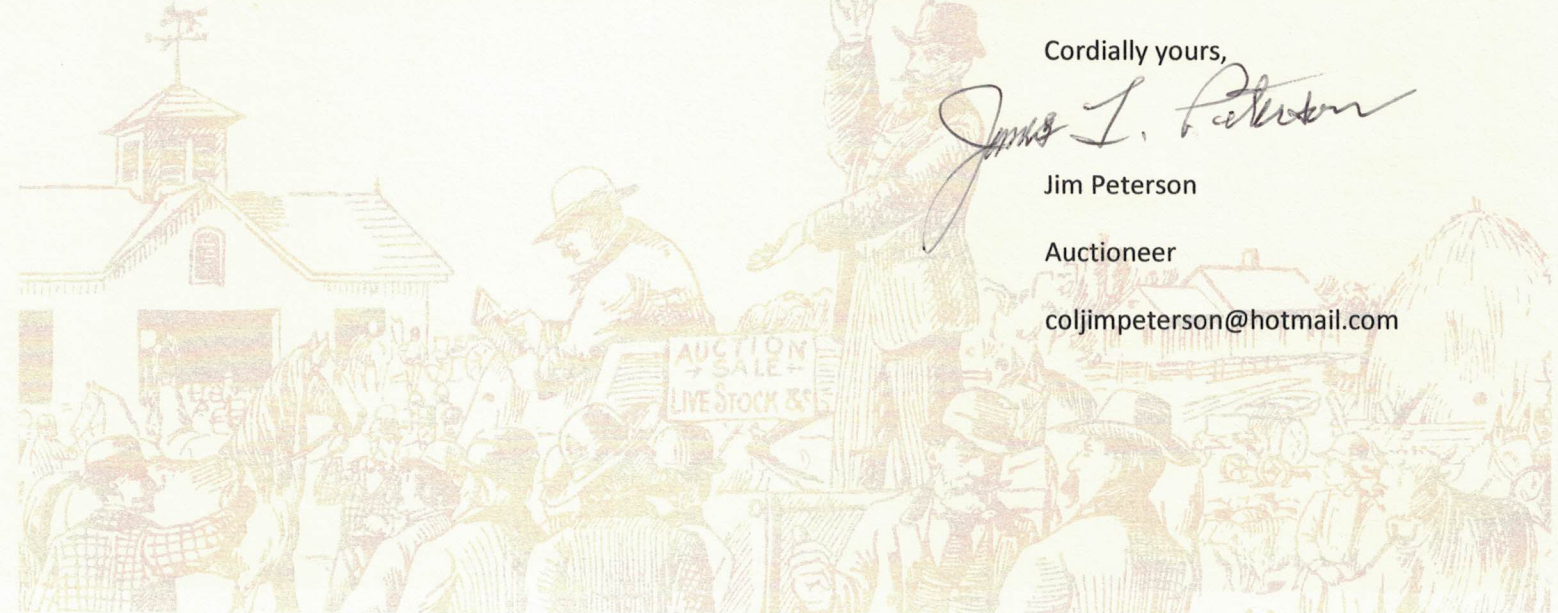
Cordially yours,



Jim Peterson

Auctioneer

coljimpeterson@hotmail.com



United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

<input checked="" type="checkbox"/> I am a citizen of the United States.
— OR —
<input type="checkbox"/> I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME	<u>JAMES LYNN PETERSON</u> (first, middle, last)
SIGNATURE	<u>James L. Peterson</u>
DATE	<u>JANUARY 10, 2018</u>

CAPITAL TOWING, INC.

101 Charleston Street
Lincoln, NE 68508
Phone (402) 475-7676
Fax (402) 475-8115
capitaltowinglincolne@yahoo.com

January 12, 2018

City of Lincoln
Purchasing Dept.
440 South 8th Street, Suite 200
Lincoln, NE 68508


To Whom it May Concern

My name is Sara Schwartztrauber, I am the president of Capital Towing, Inc. Capital Towing has held the contract with the city of Lincoln for providing tow and storage services since 1996. As a condition of that contract, this company is required to hold the auctions, to sell abandoned and unclaimed vehicles and bicycles, for the City of Lincoln at our facility. In that capacity, we have worked closely with Jim Peterson Auctions since he was awarded the contract to provide auctioneer services in 2000.

Jim Peterson, in my opinion, goes above and beyond in advertising the auctions. He advertises where his expertise has shown him will reach the greatest number of potential bidders. Mr. Peterson comes to the lot and photographs each vehicle, which certainly helps to show the condition of the vehicles. However, I believe the strength of Jim Peterson Auctions is the rapport that he has built with most of the bidders which attend the auctions on a regular basis. Many of the bidders have difficulty understanding the auction procedures, due to language barriers. Mr. Peterson has made great strides in reducing the number of "accidental bids" by taking the time to explain the process to the bidders and taking his time with the auction instead of hurrying through it. This also leads to greater revenue as, I believe, the bidders are comfortable with Mr. Peterson and they trust him. This is not an easy group of people to gain trust with, and Mr. Peterson takes pride in his job and his ability to interact with people of different ethnic backgrounds, social backgrounds, and financial backgrounds. He treats everyone with great respect. I believe that Jim Peterson and his employees are a large part of the increase in auction revenue that we have seen in the last 17 years.

It is for these reasons that I would like to extend our whole hearted recommendation that Jim Peterson Auctions is again awarded the contract for providing auctioneer services.

Respectfully



Sara Schwartztrauber

Midwest Towing and Recovery

400 West P St
Lincoln, NE 68528

1/11/2018

To Whom It May Concern,

This letter is in reference to Jim Peterson Auction Co. Midwest Towing and Recovery has worked with Jim Peterson for two years now and has been pleased with his services. Jim has been to our location many times to photograph vehicles, prepare for auctions and administer the Lancaster County Sheriff's vehicle auctions. He has always demonstrated professionalism and character. We would recommend him as an auctioneer. If you would like additional information please contact us.

Sincerely,

MIDWEST TOWING & RECOVERY LLC



Jeff Jackson

General Manager

402-489-7979

midwesttowingjeff@gmail.com

• JIM PETERSON AUCTION CO •

Real Estate & Personal Property

2208 A Street / Lincoln, NE 68502

(402) 477-2273 / www.petersonauctions.com / Fax: (402) 477-2273

Name:	James Lynn Peterson										
E-Mail:	coljimpeterson@hotmail.com										
	Contact Address	License Information									
Employing Broker	2208 A St Lincoln, NE 68502 Lancaster County Tel: (402) 477-2273	Current Status									
Broker Information Peterson, James Lynn Jim Peterson Auction Co		<table border="1"> <tr><td>Issue Date:</td><td>01/01/1983</td></tr> <tr><td>Expiration:</td><td>12/31/2019</td></tr> <tr><td>Profession:</td><td>Broker</td></tr> <tr><td>License Status:</td><td>Active</td></tr> <tr><td>License Number:</td><td>0830034</td></tr> </table>	Issue Date:	01/01/1983	Expiration:	12/31/2019	Profession:	Broker	License Status:	Active	License Number:
Issue Date:	01/01/1983										
Expiration:	12/31/2019										
Profession:	Broker										
License Status:	Active										
License Number:	0830034										

*Nebr.
Real
Estate
License*

CITY OF LINCOLN NEBRASKA DEPARTMENT OF LICENSES AND PERMITS

NONTRANSFERABLE

*current auction
License 5/12/2017*

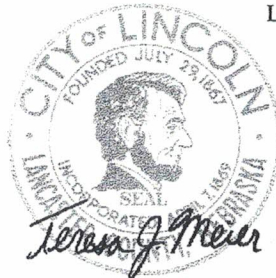
Permit #: A-0038 Type of License/Permit: AUCTIONEER - ANNUAL Expiration Date: 5/31/2018 ←

Licensee: JIM PETERSON AUCTION CO.
2208 A ST
LINCOLN, NE, 68502

Establishment: JIM PETERSON AUCTION CO.
2208 A ST
LINCOLN, NE, 68502

Conditions: ANNUAL

JIM PETERSON AUCTION CO.
2208 A ST
LINCOLN, NE, 68502



Issuing Officer Check

Permit Fee:	\$0.00
Occupation Tax:	\$50.00
License Fee:	\$0.00
Total:	\$50.00
Receipt #:	2017-0697
Date Paid:	5/12/2017
Amount Paid:	\$50.00
Check #	2276

• JIM PETERSON AUCTION CO •

Real Estate & Personal Property

2208 A Street / Lincoln, NE 68502

(402) 477-2273 / www.petersonauctions.com / Fax: (402) 477-2273

Example
Page 2
of
of
Settlement
Statement

FINAL SETTLEMENT

Owner: Lincoln Police Department
575 South 10th Street
Lincoln, NE 68508

Date: 01-17-18

Sale Location: 101 Charleston Street

Auction Date: 01-06-18

Other: Approx. 140 Registered Buyers

TOTAL PROCEEDS OF BICYCLE AUCTION (48 Sold)	\$ 755.00
Property: Safe, speakers, tool boxes, nail gun, etc.	<u>542.50</u>
TOTAL BICYCLES AND PROPERTY	\$ 1,297.50

Less Seller Sale Expenses:	
Commission @ 10%	\$ 129.75
Journal-Star	150.45
Website - Facebook	N/C
Craig's List Posting	<u>N/C</u>

Total Bicycle/Property Expenses	\$ 280.20	<u>- 280.20</u>
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Net Proceeds Bicycle/Property Auction	\$ 1,017.30
	<u><u>=====</u></u>

SUMMARY:

Net Vehicles	\$ 18,803.55
Net Bicycles/Property	<u>1,017.30</u>

Net Check (#2318)	\$ 19,820.85
	<u><u>=====</u></u>

Thank you,
Jim

Nebraska and Local Sales and Use Tax Return

- If applicable, complete Schedule I on reverse side.
- See optional Nebraska Net Taxable Sales and Use Tax Worksheets.

Tax Category: 1
Nebraska ID Number: 8494304
Rpt. Code: 1
Tax Period: OCT-DEC 2017-12
Due Date: JAN 20 2018

Please Do Not Write In This Space

Name and Location Address

Name and Mailing Address

23040

JIM PETERSON AUCTION CO
2208 A ST
LINCOLN NE 68502

JIM PETERSON
2208 A ST
LINCOLN NE 68502

• Name, address, or ownership changes? See Instructions.

Check this box if your business has permanently closed, has been sold to someone else, or your permit is no longer needed. New owners must apply for their own sales tax permit.

1	Gross sales and services (see instructions)	<i>Cross Sales Vehicles & Bicycles & Property</i>	95,700	00
2	Net taxable sales (see instructions)		4,391	00
3	Nebraska sales tax (line 2 multiplied by .055)		241	51
4	Nebraska net sales tax (line 3)		0	00

JIM PETERSON AUCTION COMPANY
PERSONAL PROPERTY ESCROW ACCOUNT

76-1079/1049

2317

DATE JAN 8, 2018

PAY TO THE ORDER OF

NEBRASKA DEPT. OF REVENUE \$310.³⁹

Three hundred ten & 39/100 DOLLARS

UNION BANK & TRUST COMPANY
P.O. Box 82535, Lincoln, Nebraska 68501
Ph. (402) 323-1828

MEMO

422 OK for sales tax

James L. Peterson

⑆104910795⑆ 556 7415⑈ 2317

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

6	7684
7	31835
8	796
9	31039
10	000
11	31039
12	000

Check this box if your payment is being made electronically.

13 Balance due (line 11 plus or minus line 12). Pay in full with return 13 310 39

Under penalties of law, I declare that as a taxpayer or preparer I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is correct and complete.

sign here

James L. Peterson Owner 402-430-4052 1/8/18 coljim.peterson@hotmail.com

paid preparer's use only: Preparer's Signature, Date, Preparer's PTIN

Print Firm's Name (or yours if self-employed), Address and Zip Code EIN Daytime Phone

Remember that most Sales and Use Tax returns can be filed via the internet. visit revenue.nebraska.gov for more information.

For tax assistance, call 800-742-7474 (NE and IA) or 402-471-5729.

This return is due on or before the 20th day of the month following the tax period indicated above.

Paper filers mail this return and payment to: Nebraska Department of Revenue, PO Box 98923, Lincoln, NE 68509-8923.



**Experience backed by over 6,000 auctions
Real Estate – Machinery – Personal Property Auctions
We know the business – we do it right!**

January 12, 2018

TO: CITY OF LINCOLN POLICE DEPARTMENT

RE: JIM PETERSON, AUCTIONEER RECOMMENDATION

I have known Jim Peterson professionally for over 20 years. We have retained his professional services on numerous occasions. These services involved selling vehicles, motor graders, dump trucks, trailers, boats, shop equipment and other items in conjunction with our contracts with the State of Nebraska and the University of Nebraska. I look forward to working with him in the future.

We have always found him to be professional, straight forward and honest. Bidders like him, they understand him and they respect him.

I recommend him, his services and his company without reservation.

Kindest regards,
FICKE & FICKE AUCTIONEERS LLC

Bud Callahan

Bud Callahan, Managing Member

January 16, 2018

City of Lincoln Purchasing

440 S 8th St. Ste. 200

Lincoln, NE 68508

RE: Brief addendum to bid process

Dear City of Lincoln Purchasing:

To follow suit from the Nebraska Real Estate Commission rules, I represent you as my client and the bidders are my customers. You pay my commission and, therefore, my allegiance lies with you the City of Lincoln and Lancaster County. My stated policy to the auction customers is that while they will be treated fairly, they will pay no "buyer's premium" ie. Commission on top of their purchases. This does not necessarily mean they will bid more, but it certainly does not discourage them from bidding knowing they do not have to pay a 10% premium.

Cordially yours,

Jim Peterson

Auctioneer

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:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location(s) of Covered Operations
CITY OF LINCOLN	ANY LOCATION AT WHICH WORK OR OPERATIONS ARE PERFORMED BY YOU OR ON YOUR BEHALF
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who is an Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. 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.

B. 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:

1. 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
2. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

LANCASTER COUNTY
555 S 10TH ST
LINCOLN, NE 68508-2803

A. SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of your operations or premises owned by or rented to you.

B. The following exclusion is added to **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** and **SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions:**

The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance is amended to include:

Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

a. As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance;** or

b. For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

**AUCTION SERVICES
LINCOLN POLICE AND COUNTY SHERIFF
DISPOSAL OF UNCLAIMED/ABANDONED PROPERTY**

1. GENERAL INFORMATION

- 1.1 It is the intent of the City of Lincoln and Lancaster County (Owners) to contract with one or more professional auctioneers (Vendors) to conduct auctions and related asset recovery services as may be required during the term of the contract(s).
 - 1.1.1 Unclaimed/Abandoned Property Auction Services
 - 1.1.2 Property includes vehicles and bicycles in particular.
 - 1.1.3 The number of vehicles which are sold and the dollar amount throughout the 2016 and 2017 calendar year by the Lincoln Police Department is attached to the Ebid Bid Attachment section and is for reference purposes only.
 - 1.1.4 The total number of vehicles sold by the County Sheriff in 2017 for three auctions is estimated at 69 vehicles for a total of \$36,700.00.
 - 1.1.4 There are no guarantees of any number of items or dollar value to be auctioned throughout the term of the contract by the Owners.
- 1.2 Upon contract execution by all parties, the contract shall be in effect for a period of one (1) year with the option to renew for three (3) additional one (1) year periods.
- 1.3 The selling conditions for all auctions are "**AS IS, WHERE IS**".
 - 1.3.1 The Owners will take no responsibility for the condition or operating capacity of any item sold as a result of the awarded contract.
- 1.4 The terms and conditions of the awarded contract(s) may be reviewed periodically as either party desires.
- 1.5 Any modifications to the original contract for auctioneer services must be properly documented via a contract amendment executed by all parties.
- 1.6 The auctioneer shall not sell, assign, transfer or convey any interest in the contract, in whole or in part, without prior written consent of the Owners.
- 1.7 All reports and supporting documents of all auctions that contain detailed records of auction proceedings shall become the property of the Owners.
- 1.8 If Vendor has any deviations to the minimum specifications outlined herein, they must attach a written explanation for each in the Response Attachment section of the E-bid.

2. SUBMITTAL REQUIREMENTS

- 2.1 Vendors must submit an electronic response on the City/County Purchasing E-bid System.
- 2.2 All inquiries regarding these specifications shall be directed via e-mail written request to Robert Walla, Purchasing Agent (rwalla@lincoln.ne.gov).
 - 2.2.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 2.2.2 Purchasing shall reply to written inquiries received within five (5) calendar days of bid opening.
 - 2.2.3 No direct contact is allowed between Vendor and other City or County staff throughout the bid process.

- 2.2.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 2.3 The Owners reserve the right to accept or reject any or all bids, to waive irregularities and technicalities in bids such as shall best serve the requirements and interests of the Owners.
- 2.4 Vendor's shall submit their commission rates and percent of gross proceeds and any other fees or charges in the applicable locations in the Ebid response.
- 2.5 **Vendor shall submit a one - two page description written on company letterhead which describes the process which will be followed to advertise and promote the auctions to be conducted for the Owners. Vendor shall place emphasis on specific actions which will be utilized to promote sales and get the highest price possible from bidders.**
 - 2.5.1 **Process letter to be attached to the Response Attachment section of the Ebid response.**

3. SCOPE OF SERVICES AND VENDOR REQUIREMENTS:

- 3.1 Unclaimed/abandoned property auctions are held at the City Tow Lot and the County towing contractor lot on a monthly basis unless an insufficient number of vehicles are present to justify an auction.
 - 3.1.1 Approximately twelve (12) abandoned vehicle auctions per year for LPD and three (3) to six (6) for LSO.
 - 3.1.2 Approximately nine (9) abandoned bicycle auctions to be held for the Lincoln Police Department at the City Tow Lot.
 - 3.1.3 If possible the bike and auto auctions may run concurrently.
 - 3.1.3 The City Tow Lot is operated by Capital Towing and is located at 101 W. Charleston Street, Lincoln, NE.
 - 3.1.4 The County Towing Contractor is Midwest Towing and the tow lot is located at 400 West P Street, Lincoln, NE.
- 3.2 The Auction Dates and time will be arranged by the Lincoln Police department and Lancaster County Sheriff office.
- 3.3 The following auction services for unclaimed/abandoned property auctions shall be performed by the Auctioneer as essential elements of the contract:
 - 3.3.1 Advertise in Lincoln Journal/Star.
 - 3.3.1.1 Advertisement must run for five (5) days before the auction date.
 - 3.3.1.2 The expense of advertisement will be assessed to auction proceeds.
 - 3.3.2 Advertise the auction on the Vendor's Website.
 - 3.3.3 Register all bidders
 - 3.3.3.1 Registration record shall include bidder's name, address, telephone number and bidder number.
 - 3.3.3.2 At end of each auction, a copy of the registration record shall be supplied to the Lincoln Police Department or Lancaster County Sheriff for their records.
 - 3.3.4 Perform the following cashiering functions:
 - 3.3.4.1 Provide 2-part invoice for each lot/item sold for items purchased by individual bidder.
 - 3.3.4.2 Invoice shall include sale date, successful bidders name, bidder

- number, item description, gross selling price and tax paid.
 - 3.3.4.3 Provide successful bidder of vehicles with Nebraska Sales Tax Statement, given out at end of auction.
 - 3.3.4.4 The statement can serve as “two part invoice” for vehicles with the pink copy given to the Police or Sheriff department.
- 3.3.5 Provide “porta-potty” facility near auction area, expense to be assessed to auction proceeds.
- 3.3.6 Collect all auction proceeds including taxes collected, total all invoices, prepare a final report of auction proceeds, and within ten (10) working days after each auction deliver to the Lincoln Police Department or the Lancaster County Sheriff the final report and all auction proceeds, net of expenses, commission and taxes.
 - 3.3.6.1 The final report of auction proceedings shall include a statement itemizing all commissions, taxes and advertising expenses and indication of gross and net totals.
 - 3.3.6.2 Final report for unclaimed vehicle auctions shall be submitted separate from final report for unclaimed bicycles and property.
 - 3.3.6.3 Vehicles will have a minimum bid of \$100 and motorcycles will have a minimum bid of \$50.
 - 3.3.6.4 Any unsold item will be disposed of by the Police or Sheriff department at no cost to the Owners.
- 3.3.4 Assume liability and responsibility for:
 - 3.3.4.1 Unpaid and/or bad checks accepted by Auctioneer in payment for lots/items auctioned.
 - 3.3.4.2 Remittance of all Nebraska sales and use taxes due for lots/items auctioned.
- 3.3.5 Provide adequate personnel for clerical duties, conducting preview and auction services.

4. OWNER RIGHTS AND RESPONSIBILITIES

- 4.1 The following are the rights and responsibilities of the Lincoln Police Department and Lancaster County Sheriff associated with auctions:
 - 4.1.1 Provide auction site.
 - 4.1.2 Provide security personnel.
 - 4.1.3 Assist Auctioneer in general arranging and movement of lots/items at the auction site prior to auction.
 - 4.1.4 All sales are subject to the approval of the Lincoln Police Department or Lancaster County Sheriff; and the Sheriff or Police Department reserves the right to withdraw from an auction any lot/item prior to the auction date, and to reject any bid at auction.
 - 4.1.4.1 Any bid item that is rejected by the Police or Sheriff Department will not be included in gross sales.

5. QUALIFICATIONS & REFERENCES

- 5.1 Auctioneer shall possess a City of Lincoln Permit to sell real or personal property at auction in accordance with L.M.C. Section 5.08.020
- 5.2 Auctioneer must have at least five (5) years of experience as a professional auctioneer and provide references from at least two other government or corporate entities where regularly scheduled auctions are held throughout the

year for the last two years.

- 5.2.1 Failure to possess a permit, provide references, or possess the minimum number of years experience will be grounds for a determination by the Owners of the Vendor being a “non-responsible” bidder.
- 5.2.2 References must include the name of the entity, contact person, contact email, number of auctions performed for entity in each of the last two (2) years, and total dollar amount of sales for each auction.
- 5.2.3 References from government entities are preferred.

6. EVALUATION CRITERIA AND CONTRACT AWARD

- 6.1 The evaluation criteria will consist of, but not be limited to the following factors:
 - 6.1.1 The total cost to the Owners for the services provided.
 - 6.1.2 The ability, capacity and skill of the Vendor.
 - 6.1.3 Professional integrity, efficiency, character and judgement of the Vendor.
 - 6.1.4 Vendor’s qualifications and prior experience.
 - 6.1.5 Vendors procedures and methods utilized to meet Owner requirements as outlined in document described in Section 2.6.

***** TOWED VEHICLE REPORT *****

		MONEY COLLECTED BY CONTRACTOR					MONEY COLLECTED THROUGH AUCTION						
TOWED	#	PRVT	#	TOWING	STORAGE	OTHER	#	SALVAGE	#	MONEY	CONTRCTR	MISC	NET
:	:	:	RET	FEES	FEES	FEES	SALV.	PAID	AUCT	RECEIVED	COSTS	COSTS	PROCBIDS
Jan, 2016	123	0	89	5394.00	14381.00	900.00	1	22.00	30	22175.00	8903.00	3255.80	10016.20
Feb, 2016	221	0	121	6653.00	14286.00	1437.00	1	22.00	27	18385.00	9457.00	2814.90	6113.10
Mar, 2016	232	0	125	7150.00	20389.00	1125.00	0	.00	36	16180.00	12787.0	2310.50	1082.50
Apr, 2016	206	1	183	11814.00	48746.00	1744.00	3	88.00	82	45300.00	30372.0	6424.60	8503.40
May, 2016	184	0	149	8118.00	30574.00	840.00	0	.00	36	16525.00	12164.0	2705.80	1655.20
Jun, 2016	188	0	143	9303.00	30337.00	2088.00	0	.00	58	19200.00	15963.0	3172.55	64.45
Jul, 2016	215	0	123	9018.00	34112.00	1209.00	0	.00	55	32750.00	14516.0	4612.75	13621.25
Aug, 2016	218	0	164	11968.00	52683.00	1332.00	0	.00	59	27075.00	22047.0	4036.15	991.85
Sep, 2016	241	0	194	13070.00	43981.00	1510.00	0	.00	50	26205.00	18742.0	4243.85	3219.15
Oct, 2016	189	0	122	11538.00	43602.00	1889.00	0	.00	87	38865.00	29970.0	5551.55	3343.45
Nov, 2016	186	0	125	10144.00	37693.00	1010.00	0	.00	62	25475.00	24777.0	3858.95	-3160.95
Dec, 2016	196	0	112	9620.00	37019.00	1675.00	2	44.00	63	28425.00	22765.0	4110.95	1549.05
Y-T-D	2399	1	1650	113790.00	407803.00	16759.00	7	176.00	645	316560.0	222463.	47098.3	46998.65

TOWED VEHICLE REPORT

TOWED:	#	PRVT	PPTY	#	RET	MONEY COLLECTED BY CONTRACTOR				#	SALVAGE	PAID	MONEY COLLECTED THROUGH AUCTION			
						TOWING	STORAGE	OTHER	FEEES				AUCT	RECEIVED	COSTS	MISC
Jan, 2017	224	0	0	112	9498.00	45010.00	950.00	1150.00	1	66.00	60	38185.00	27761.0	1040.60	9383.40	
Feb, 2017	146	0	0	107	8722.00	45411.00	1150.00	1600.00	0	.00	53	44625.00	26596.0	5615.95	12413.05	
Mar, 2017	198	0	0	132	12996.00	63734.00	1600.00	1405.00	2	44.00	105	62720.00	43719.0	4630.25	14370.75	
Apr, 2017	192	0	0	120	10286.00	36763.00	1495.00	22.00	0	22.00	53	21950.00	20814.0	3290.65	-2154.65	
May, 2017	152	0	0	118	12485.00	71257.00	1495.00	22.00	1	22.00	109	63090.00	55436.0	8531.20	-877.20	
Jun, 2017	186	0	0	104	8630.00	34048.00	1495.00	44.00	0	.00	56	23500.00	20744.0	3446.45	-690.45	
Jul, 2017	187	0	0	117	12616.00	56642.00	2775.00	44.00	1	44.00	107	51120.00	44015.0	7339.30	-234.30	
Aug, 2017	205	0	0	139	10475.95	43221.00	1729.00	.00	0	.00	53	20410.00	18568.0	3300.85	-1458.85	
Sep, 2017	233	0	0	184	12972.53	41687.47	2441.00	66.00	2	66.00	55	25360.00	23730.0	3813.05	-2183.05	
Oct, 2017	213	0	0	154	11424.00	41532.00	2194.00	.00	3	66.00	56	26535.00	23227.0	4101.75	-793.75	
Nov, 2017	0	0	0	0	.00	.00	.00	.00	0	.00	0	.00	.00	.00	.00	
Y-T-D	1936	0	0	1287	110105.48	479305.47	17432.00	330.00	10	330.00	707	377495.0	304610.0	45110.0	27774.95	

INSTRUCTIONS TO BIDDERS
City of Lincoln, Nebraska, County of Lancaster
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 and Lancaster County, 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/stndspec/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 contracts (see *Insurance Requirements*).

20. EXECUTION OF AGREEMENT

- 20.1 Depending on the type of service or 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. The contract shall consist of a City of Lincoln and Lancaster County 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 and County will furnish copies of the 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 with the dated.
 - 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
 - 3. The City and County will sign and date the Contract.
 - 4. Upon approval and signature, the City and County, 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. 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.
- 22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

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

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln Lancaster County Public Building Commission

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

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN, LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION. **FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY INCLUDE THE ENTITY ISSUING THE CONTRACT.**

FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE REQUIREMENTS SET FORTH BELOW.

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 Contract 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 per occurrence or as may be approved by the City or County as appropriate. 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 such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

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 each occurrence and \$2,000,000 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 (Requires an Endorsement Form)

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

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 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. 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 builder's risk 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. This coverage is required whenever the 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. The Contractor or subcontractor shall provide proof of such waiver.

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.

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 Contract, 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. This coverage is required whenever the Contractor or 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 proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

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. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. Cancellation Notice

All Contractors 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 Contract 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. Sovereign Immunity

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

9. Further Contact

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.