

CONTRACT DOCUMENTS

**CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA**

**Annual Repair Services
For Construction and Purpose-Built Equipment
Bid No. 18-167**

**Titan Machinery Inc.
6310 N. 56th St.
Lincoln, NE 68504
402-464-3711**

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

THIS CONTRACT, made and entered into by and between **Titan Machinery Inc., 6310 N. 56th St., Lincoln, NE 68504**, 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:

Annual Repair Services for Construction and Purpose-Built Equipment, Bid No. 18-167
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 Line Item 1 of Contractor's Proposal and Attachment A

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

“Contracted Vendors” shall mean all vendors who contract or who have contracted with the Owners pursuant to Bid No. 18-167 for Annual Repair Services for Construction and Purpose-Built Equipment.

“Contracts” shall mean the collective contracts entered into between the Owners and the Contracted Vendors pursuant to Bid No. 18-167 for Annual Repair Services for Construction and Purpose-Built Equipment.

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 estimated cost of products or services for City Departments shall not exceed \$750,000.00 during the contract term without approval. The estimated cost of products or services for County agencies shall not exceed \$100,000.00 during the contract term without approval by the Board of Commissioners.

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-year term with the option to renew for three (3) additional one (1) year terms upon mutual agreement by all parties.
9. The Contract Documents comprise the Contract, and consist of the following:
1. Contract Terms
 2. Accepted Proposal/Supplier Response
 3. Attachment A
 4. Addendums No. 1 and 2
 5. Special Provisions
 6. Specifications
 7. Instructions to Bidders
 8. Insurance Requirements
 9. Sales Tax Exemption Form 13

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

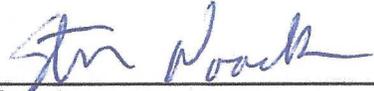
Vendor Signature Page

**CONTRACT
Annual Repair Services
For Construction and Purpose-Built Equipment
Bid No. 18-167
City of Lincoln and Lancaster County
Titan Machinery Inc.**

EXECUTION BY CONTRACTOR

IF A CORPORATION:

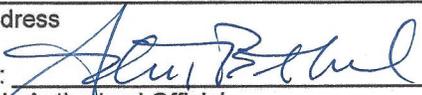
Attest:



Secretary Seal

Titan Machinery Inc.

Name of Corporation
644 East Beaton Drive, West Fargo, ND 58078

Address
By: 

Duly Authorized Official
Sr. Manager CE Government Sales

Legal Title of Official

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 Repair Services
For Construction and Purpose-Built Equipment
Bid No. 18-167
City of Lincoln and Lancaster County
Titan Machinery Inc.**

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
Annual Repair Services
For Construction and Purpose-Built Equipment
Bid No. 18-167
City of Lincoln and Lancaster County
Titan Machinery Inc.

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	440 S. 8th St.	Address
Email	rwalla@lincoln.ne.gov		Lincoln, NE 68516	
Phone	1 (402) 441-8309 x	Contact	Robert Walla - Purchasing Agent	Contact
Fax	1 (402) 441-6513 x			Department
Bid Number	18-167 Addendum 2	Department		Building
Title	Annual Requirements - Repair Services for Construction and Purpose-Built Equipment	Building	Suite 200	Floor/Room
		Floor/Room		Telephone
Bid Type	Bid	Telephone	402 (441) 8309 x	Fax
Issue Date	6/20/2018 07:20 AM (CT)	Fax	402 (441) 6513 x	Email
Close Date	7/6/2018 12:00:00 PM (CT)	Email	rwalla@lincoln.ne.gov	

Supplier Information

Company	TITAN MACHINERY INC
Address	SAME ADDRESS
	LINCOLN, NE 68504
Contact	Karsten Thurmond
Department	
Building	
Floor/Room	
Telephone	(402) 464-3711
Fax	(402) 464-4722
Email	karsten.thurmond@titanmachinery.com
Submitted	7/3/2018 11:15:31 AM (CT)
Total	\$591.00

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

Signature Brenden Honebrink

Email brenden.honebrink@titanmachinery.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Shop Location	Please list the location/s where your shop is located where service will be provided:	6310 N 56th St Lincoln, NE 68504
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Term Clause of Contract	(a) Bid prices firm for the initial contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If Yes, state period for which prices will remain firm: through _____	A: Yes, B ⁿ No, C: 12 Months
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Shop/Environmental Charges	State the Shop/Environmental Charges for each repair (If \$0, then please indicate \$0)-	\$0
8	Parts Discount	State the percentage off of parts from the Manufactures Suggested List Price:	0%
9	Parts and Labor Warranty Period	State the standard Parts and Labor Warranty Period for the Parts and Services Provided:	6 Months
10	Type and number of service vehicles	State the type and number of service vehicles you currently have in service:	3 Full Service Trucks with welders, cranes, compressors.
11	Field Service	Does your company provide after-hours field service upon request of the Owners? Yes or No	Yes
12	Bidders Normal Working Hours	State the normal working days and hours for your Company:	7:30 - 4:30 Monday thru Friday
13	Electronic Signature	Please check here for your electronic signature.	Yes
14	Term	I acknowledge and understand that the Term of the contract will be one (1) year with the option to renew for three (3) additional one (1) year terms upon mutual agreement by all parties.	Yes
15	Other Fees and Charges	List any other fees or charges which would be charged to the Owners for repairs which are not addressed in any other Attribute: NOTE: Additional fees will not be paid by Owners during the contract term if they are not outlined in this section.	Shop Supplies 7.5% of labor up to \$300
16	Authorized Service Provider	What brand of equipment are you an Authorized Service and/or Warranty Provider for? Do you repair any other brands of equipment? Yes or No + If Yes, Name the brands you service and provide the rates at which service would be completed.	Case Construction

17	Bid Award	I understand and accept the terms that the Owners reserve the right to award contracts to Vendors that they believe will best serve their interests as they relate to the work described in this bid and the Specifications: Yes or NO If NO, what exceptions do you take to this Attribute?	Yes
18	Service Response Time	Can your company meet the 2 hour timeline for providing services during regular business hours and emergency situations during non-business hours? YES or NO If NO - What is the response time that will be guaranteed?	Yes
19	Insurance Requirements and Endorsements	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. Insurance Certificate and required Endorsements are required at time of contract execution by the vendor. 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.	Yes
20	Recycling of Corrugated Cardboard	I acknowledge that I must comply with the City of Lincoln recycling regulations which includes a ban of all corrugated cardboard from the City Landfill effective April 1, 2018. Vendors are encouraged to utilize recycling sites located throughout the city of Lincoln to dispose of corrugated cardboard.	Yes
21	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 contract/PO to be awarded.	Jeff Polivka, 402-464-3711, jeff.polivka@titanmachinery.com
22	Contact	Name of person submitting this bid:	Brenden Honebrink
23	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes

24 U.S. Citizenship Attestation

Is your company legally considered an Individual or Sole Proprietor: YES or NO No

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>

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.

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.

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.

25 Agreement to Addendum No. 1

Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. Yes

26 Agreement to Addendum No. 2

Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. Yes

Line Items

#	Qty	UOM	Description	Response
1	1	PKG	Case - Construction Equipment Repair Pricing	\$591.00

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
1.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	123.00

Supplier Notes:

1.2	1	hr	Shop Labor Rate for after hours (cost per hour)	123.00
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Supplier Notes:

1.3	1	hr	Field Service Rate for normal working hours (cost per hour)	135.00
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Supplier Notes:

1.4	1	hr	Field Service Rate for after hours (cost per hour)	135.00
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Supplier Notes:

1.5	1	mi	Field Service Truck (cost per mile)	75.00
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Supplier Notes:

2	1	PKG	John Deere - Construction Equipment Repair Pricing	Unit Price
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Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
2.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	

Supplier Notes:

2.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
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Supplier Notes:

2.3 1 hr Field Service Rate for normal working hours (cost per hour)

Supplier
Notes:

2.4 1 hr Field Service Rate for after hours (cost per hour)

Supplier
Notes:

2.5 1 mi Field Service Truck (cost per mile)

Supplier
Notes:

3 1 PKG Caterpillar - Construction Equipment Repair Pricing Unit Price

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
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3.1 1 hr Shop Labor Rate for normal working hours (cost per hour)

Supplier
Notes:

3.2 1 hr Shop Labor Rate for after hours (cost per hour)

Supplier
Notes:

3.3 1 hr Field Service Rate for normal working hours (cost per hour)

Supplier
Notes:

3.4 1 hr Field Service Rate for after hours (cost per hour)

Supplier
Notes:

3.5 1 mi Field Service Truck (cost per mile)

Supplier
Notes:

4 1 PKG Vermeer - Equipment Repair Pricing Unit Price

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
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4.1 1 hr Shop Labor Rate for normal working hours (cost per hour)

Supplier
Notes:

4.2 1 hr Shop Labor Rate for after hours (cost per hour)

Supplier
Notes:

4.3 1 hr Field Service Rate for normal working hours (cost per hour)

Supplier
Notes:

4.4 1 hr Field Service Rate for after hours (cost per hour)

Supplier
Notes:

4.5 1 mi Field Service Truck (cost per mile)

Supplier
Notes:

5 1 PKG Komptech - Landfill Equipment Repair Pricing Unit Price

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
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5.1 1 hr Shop Labor Rate for normal working hours (cost per hour)

Supplier
Notes:

5.2 1 hr Shop Labor Rate for after hours (cost per hour)

Supplier
Notes:

5.3 1 hr Field Service Rate for normal working hours (cost per hour)

Supplier
Notes:

5.4 1 hr Field Service Rate for after hours (cost per hour)

Supplier
Notes:

5.5 1 mi Field Service Truck (cost per mile)

Supplier
Notes:

6 1 PKG Komatsu - Construction Equipment Repair Pricing Unit Price

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
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6.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
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Supplier
Notes:

6.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
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Supplier
Notes:

6.3	1	hr	Field Service Rate for normal working hours (cost per hour)	
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Supplier
Notes:

6.4	1	hr	Field Service Rate for after hours (cost per hour)	
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Supplier
Notes:

6.5	1	mi	Field Service Truck (cost per mile)	
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Supplier
Notes:

7 1 PKG Bobcat - Construction Equipment Repair Pricing Unit Price

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
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7.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
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Supplier
Notes:

7.2 1 hr Shop Labor Rate for after hours (cost per hour)

Supplier
Notes:

7.3 1 hr Field Service Rate for normal working hours (cost per hour)

Supplier
Notes:

7.4 1 hr Field Service Rate for after hours (cost per hour)

Supplier
Notes:

7.5 1 mi Field Service Truck (cost per mile)

Supplier
Notes:

8 1 PKG Sterling Truck - Truck Repair Pricing Unit Price

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
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8.1 1 hr Shop Labor Rate for normal working hours (cost per hour)

Supplier
Notes:

8.2 1 hr Shop Labor Rate for after hours (cost per hour)

Supplier
Notes:

8.3 1 hr Field Service Rate for normal working hours (cost per hour)

Supplier
Notes:

8.4 1 hr Field Service Rate for after hours (cost per hour)

Supplier
Notes:

8.5 1 mi Field Service Truck (cost per mile)

Supplier
Notes:

9 1 PKG Freightliner Truck - Truck Repair Pricing Unit Price

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
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9.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
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Supplier Notes:

9.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
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Supplier Notes:

9.3	1	hr	Field Service Rate for normal working hours (cost per hour)	
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Supplier Notes:

9.4	1	hr	Field Service Rate for after hours (cost per hour)	
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Supplier Notes:

9.5	1	mi	Field Service Truck (cost per mile)	
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Supplier Notes:

10 1 PKG International Truck - Truck Repair Pricing Unit Price

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
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10.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
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Supplier Notes:

10.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
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Supplier Notes:

10.3 1 hr Field Service Rate for normal working hours (cost per hour)

Supplier
Notes:

10.4 1 hr Field Service Rate for after hours (cost per hour)

Supplier
Notes:

10.5 1 mi Field Service Truck (cost per mile)

Supplier
Notes:

11 1 PKG Mack Truck - Truck Repair Pricing Unit Price

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
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11.1 1 hr Shop Labor Rate for normal working hours (cost per hour)

Supplier
Notes:

11.2 1 hr Shop Labor Rate for after hours (cost per hour)

Supplier
Notes:

11.3 1 hr Field Service Rate for normal working hours (cost per hour)

Supplier
Notes:

11.4 1 hr Field Service Rate for after hours (cost per hour)

Supplier
Notes:

11.5 1 mi Field Service Truck (cost per mile)

Supplier
Notes:

12 1 PKG Doosan - Truck Repair Pricing Unit Price

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
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12.1 1 hr Shop Labor Rate for normal working hours (cost per hour)

Supplier
Notes:

12.2 1 hr Shop Labor Rate for after hours (cost per hour)

Supplier
Notes:

12.3 1 hr Field Service Rate for normal working hours (cost per hour)

Supplier
Notes:

12.4 1 hr Field Service Rate for after hours (cost per hour)

Supplier
Notes:

12.5 1 mi Field Service Truck (cost per mile)

Supplier
Notes:

13 1 PKG Cimline - Equipment Repair Pricing Unit Price

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
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13.1 1 hr Shop Labor Rate for normal working hours (cost per hour)

Supplier
Notes:

13.2 1 hr Shop Labor Rate for after hours (cost per hour)

Supplier
Notes:

13.3 1 hr Field Service Rate for normal working hours (cost per hour)

Supplier
Notes:

13.4 1 hr Field Service Rate for after hours (cost per hour)

Supplier
Notes:

13.5 1 mi Field Service Truck (cost per mile)

Supplier
Notes:

14 1 PKG Malavasi - Equipment Repair Pricing Unit Price

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
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14.1 1 hr Shop Labor Rate for normal working hours (cost per hour)

Supplier
Notes:

14.2 1 hr Shop Labor Rate for after hours (cost per hour)

Supplier
Notes:

14.3 1 hr Field Service Rate for normal working hours (cost per hour)

Supplier
Notes:

14.4 1 hr Field Service Rate for after hours (cost per hour)

Supplier
Notes:

14.5 1 mi Field Service Truck (cost per mile)

Supplier
Notes:

Response Total: \$591.00

Bid Clarification: Bid no. 18-167

Chris Lollar
Buyer/P-Card Administrator
City of Lincoln | Lancaster County
440 S. 8th Street, Suite 200
Lincoln, NE 68508
d. 402-441-8210

Chris,

In response to your email regarding line number 1.5 "Field Service Truck (cost per mile)" We currently charge a flat rate of \$50.00 for every service call within the city limits of Lincoln. This is the rate that we will charge the City of Lincoln for all service calls including the landfill on 48th street and at Bluff Road.

Holidays observed by Titan Machinery

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve Day
- Christmas Day

Thank you for the opportunity to bid with the City of Lincoln and we look forward to continuing our partnership with you.



Andrew Bethel – Sr. Manager CE Government Sales



ADDITIONAL REMARKS SCHEDULE

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED TITAN MACHINERY INC 644 E BEATON DR WEST FARGO, ND 58078-2648	
POLICY NUMBER SEE CERTIFICATE # 407.3		EFFECTIVE DATE: SEE CERTIFICATE # 407.3	
CARRIER SEE CERTIFICATE # 407.3	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

CITY OF LINCOLN AND/OR LANCASTER COUNTY AND/OR CITY OF LINCOLN/LANCASTER COUNTY PUBLIC BUILDING COMMISSION ARE LISTED AS ADDITIONALLY INSURED.
 RE: REPAIR SERVICES FOR CONSTRUCTION AND PURPOSE-BUILT EQUIPMENT, BID NO. 18-167
 STOP- GAP (EMPLOYER' S LIABILITY) COVERED STATE(S): ND, WY
 FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE-HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.
 INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
 INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
 WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER WHERE PERMITTED BY STATE STATUTE.
 GARAGEKEEPERS COVERAGE IS PROVIDED ON A DIRECT PRIMARY BASIS WITH A LIMIT OF \$1,000,000.
 COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "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.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**
- The most we will pay on behalf of the additional insured is the amount of insurance:
- 1. Required by the contract or agreement you have entered into with the additional insured; or
 - 2. Available under the applicable Limits of insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.
- In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.
- C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.
- D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
 2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
 3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

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CA-F-127 (03-03)

Policy Number: 9135563

Transaction Effective Date: 08/01/2018

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement, effective on 08/01/2017 at 12:01 A.M. standard time, forms a part of

Policy No. 9135567

Issued to TITAN MACHINERY INC

Issued by FEDERATED MUTUAL INSURANCE CO

Endorsement No. 1

Authorized Representative

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

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

Copyright 1983 National Council on Compensation Insurance.

WC 00 03 13 (04-84)

Issue Date: 08/01/2017

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

SPECIAL ENDORSEMENT

This endorsement, effective on 08/01/2018 at 12:01 A.M. standard time, forms a part of

Policy No. 9135567

Issued to TITAN MACHINERY INC

Issued by FEDERATED MUTUAL INSURANCE COMPANY

Endorsement No.

Authorized Representative

This endorsement modifies the policy as follows:

WC BLANKET WAIVER WC 00 03 13 (4-84) ATTACHED TO WC POLICY #9135567

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED AMENDMENT OF CANCELLATION PROVISIONS

All Coverage Parts included in this policy are subject to the following conditions:

If we cancel this policy, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

SCHEDULE

Name and Address of Person(s) Or Organization(s): CITY OF LINCOLN AND/OR LANCASTER COUNTY AND/OR CITY OF LINCOLN/LANCASTER COUNTY PUBLIC BLDG COMMISSION, 555 S 10TH ST LINCOLN, NE 68506-2803
Number of days advance notice for any reason other than non-payment of premium: 30
Number of days advanced notice for non-payment of premium: See Common Policy Conditions

Insured:

TITAN MACHINERY INC
644 E BEATON DR
WEST FARGO, ND 58078-2648

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IL-F-50 (04-13)

Policy Number: 8135563

Transaction Effective Date: 08/02/2018

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED AMENDMENT OF CANCELLATION PROVISIONS

All Coverage Parts included in this policy are subject to the following conditions:

If we cancel this policy, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

SCHEDULE

Name and Address of Person(s) Or Organization(s): CITY OF LINCOLN AND/OR LANCASTER COUNTY AND/OR CITY OF LINCOLN/LANCASTER COUNTY PUBLIC BLDG COMMISSION, 555 S 10TH ST LINCOLN, NE 68506-2803
Number of days advance notice for any reason other than non-payment of premium: 30
Number of days advanced notice for non-payment of premium: See Common Policy Conditions

Insured:
TITAN MACHINERY INC
644 E BEATON DR
WEST FARGO, ND 58078-2648

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IL-F-50 (04-13)

Policy Number: 8135566

Transaction Effective Date: 08/02/2018

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED AMENDMENT OF CANCELLATION PROVISIONS

All Coverage Parts included in this policy are subject to the following conditions:

If we cancel this policy, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

SCHEDULE

Name and Address of Person(s) Or Organization(s): CITY OF LINCOLN AND/OR LANCASTER COUNTY AND/OR CITY OF LINCOLN/LANCASTER COUNTY PUBLIC BLDG COMMISSION, 555 S 10TH ST LINCOLN, NE 68506-2803
Number of days advance notice for any reason other than non-payment of premium: 30
Number of days advanced notice for non-payment of premium: See Common Policy Conditions

Insured:

TITAN MACHINERY INC
644 E BEATON DR
WEST FARGO, ND 58078-2648

Includes copyrighted material of insurance Services Office, Inc., with its permission.

IL-F-50 (04-13)

Policy Number: 8135567

Transaction Effective Date: 08/02/2018

SPECIFICATIONS
REPAIR SERVICES FOR CONSTRUCTION and PURPOSE-BUILT EQUIPMENT

1. OVERVIEW

- 1.1 It is the intent of the City of Lincoln, Nebraska and Lancaster County, Nebraska, hereinafter called the "Owners" to contract with qualified Vendors for maintenance and repair, as deemed necessary by the Owners, on a variety of construction and purpose-built equipment.
- 1.2 Contracts will be awarded on the basis of Vendor qualifications, rates, and discounts offered.
- 1.3 Because the Vendor must be a manufacturer's authorized service and warranty provider, multiple contracts shall be awarded.
- 1.4 Each event specific maintenance and/or repair service performed under the awarded contract shall not exceed \$100,000.00.
- 1.5 Annual repair work averages an estimated \$200,000.00 per year for the services offered through this contract.
 - 1.5.1 Services are requested on an as-needed basis and no amount of work is guaranteed to the awarded Vendors.

2. SCOPE OF WORK

- 2.1 The Owners own and maintain a large fleet of construction and purpose-built equipment.
- 2.2 Due to both the size and diversity of the fleet it is necessary to utilize Vendor resources to manage such assets in the most cost effective and efficient manner.
- 2.3 In an effort to optimize both internal and external resources, the Owners are seeking to contract maintenance and repairs on an individual request basis.
- 2.4 Providing after-hours field service for extended periods during emergency operations, such as snow removal, or on designated holidays, is essential.
- 2.5 Vendor shall have the capability of dispatching a trained mechanic within 2 hours of the request for service during normal business hours and during emergencies, unless the requirement is waived by the Owners.

3. QUALIFICATIONS

- 3.1 Responding Vendors must be authorized service and/or warranty provider for one or more of the manufacturers identified in Item #6 of this document.
- 3.2 Facilities and staffing must be adequate to perform maintenance and/or repairs requested in a timely manner.
- 3.3 Field service capabilities must include service vehicles available for on-site repairs.
- 3.4 Field service capabilities must include the ability to provide after-hours service for extended periods.
- 3.5 The Owners may request an on-site visit to inspect the Vendor's facility, service vehicles and parts inventory prior to contract award or during the contract period.
- 3.6 The Owners may request a specific mechanic be assigned to inspect or troubleshoot a specific maintenance or repair need.
- 3.7 Vendors who are submitting a bid for over-the-road truck repair shall have a facility located within 25 miles of the city limits of Lincoln.

4. INSURANCE REQUIREMENTS

- 4.1 The awarded Vendor shall furnish the Owners with a Certificate of Insurance ACORD and associated endorsements in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all Contracts" at time of award.
- 4.2 All certificates of insurance and endorsements shall be filed with the Owners on the standard ACORD Certificate of Insurance form showing specific limits of insurance coverage required and showing Lancaster County as "Named Additional Insured" as pertains to these services.

- 4.3 **Vendors are strongly encouraged to send the insurance requirements and endorsement information to their Insurance Agent during the bid process in order to ensure contract execution within 5 days of award notice. Any deviation to the insurance requirements shall be submitted by the Vendor on company letterhead attached to the Response Attachment section of the Ebid.**

5. MAINTENANCE/REPAIR REQUEST AND PROVISIONS

- 5.1 Maintenance and repairs will be performed by the Vendor strictly on request of an authorized representative of the Owners.
- 5.2 The Owners will neither be obligated nor limited to any specific number of requests.
- 5.3 Only new OEM parts will be utilized by the Vendor unless the use of aftermarket, reconditioned or used parts is pre-approved by the Owners.
- 5.4 Written estimates shall be provided for all maintenance and repair requests anticipated to exceed \$10,000 prior to approval of the service request.
- 5.5 The need for additional repairs found during the normal course of servicing or authorized repair will be communicated to the Owner for further authorization of such repairs.
- 5.6 Recommended adjustments to the maintenance schedule or program which would reduce the maintenance & operations costs or extend the life of the equipment, determined by the Vendor, must be reported to the Owner for consideration.
- 5.7 If transportation of equipment to a Vendor's facility is required, or requested by the Owner, the Vendor shall provide a written estimate of all required transportation costs, including but not limited to, all necessary equipment preparation, permits and escort.
- 5.8 No repair anticipated to exceed \$10,000 shall proceed without written estimate and approval by the Owner.
- 5.9 Invoice shall include a description of the rate billed (shop or field and regular or after-hours), the number of hours billed, the rate billed, and a total.
- 5.10 Labor rates or other rate changes cannot be increased without a properly executed contract amendment.
- 5.10.1 Proposed increases must be justified with a written explanation of the need for the increase sent no less than 30 days prior to the proposed increase.
- 5.10.2 Proposed increases must be submitted to the City/County Purchasing Division on company letterhead, signed by the Vendors Service Manager and/or the Vendors authorized Contract Administrator.
- 5.10.3 Labor rate increases can be requested during the annual contract renewal or at any time during the annual contract period.
- 5.11 Normal work days and normal work hours shall be indicated in the attributes section of the Ebid.
- 5.12 Parts and labor warranty in days or months offered by Vendor shall be indicated in the attributes section of the Ebid.
- 5.13 Shop/Environmental charges, if applicable, shall be identified in the attributes section of the e-bid.

- 5.14 Vendor may have access to the shop overhead crane and heavy equipment jack stands for maintenance and repairs performed at the Solid Waste Management Division, provided:
 - 5.14.1 The Vendor has a training program meeting OSHA standards.
 - 5.14.2 Only Vendor employees who are properly trained are dispatched to fulfill service requests.
 - 5.14.3 Vendor is able to produce documentation of employee training upon request.
 - 5.14.4 Vendors insurance covers any damage to City/County equipment and/or injury to City/County employees.

6. MAINTENANCE AND REPAIR CONTRACTS DESIRED

- 6.1 Case: Bid Package No. 1.
- 6.2 John Deere: Bid Package No. 2.
- 6.3 Caterpillar: Bid Package No. 3.
- 6.4 Vermeer: Bid Package No. 4.
- 6.5 Komptech: Bid Package No. 5.
- 6.6 Komatsu: Bid Package No. 6.
- 6.7 Bobcat: Bid Package No. 7.
- 6.8 Sterling Trucks: Bid Package No. 8.
- 6.9 Freightliner Trucks: Bid Package No. 9.
- 6.10 International Trucks: Bid Package No. 10.
- 6.11 Mack Trucks: Bid Package No. 11.
- 6.12 Doosan: Bid Package No. 12
- 6.13 Cimline: Bid Package No. 13
- 6.14 Malavasi: Bid Package No. 14

7. BID LINE ITEM SUBMITTAL REQUIREMENTS

- 7.1 Vendors will provide the following information by manufacturer.
 - 7.1.1 Shop labor rate for normal working hours.
 - 7.1.2 Shop labor rate for after-hours.
 - 7.1.3 Field service labor rate for normal working hours.
 - 7.1.4 Field service labor rate for after-hours.
 - 7.1.5 Field service truck cost per mile.

ADDENDUM #1
Issue Date: 6/28/2018
Bid No. 18-167

Annual Requirements - Repair Services for Construction and Purpose-Built Equipment

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes to the Specification and bidding documents:

Question: What type of certification do you need to qualify for the bid 18-167? Does work experience at a dealership count toward certification? Is there a way that an independent mechanic can qualify?

Answer: Work performed under the terms of an awarded contract will be warranty work and non-warranty work. Warranty work must be completed by authorized service/warranty providers for each type of equipment. Non-warranty work may be done by any responsible, responsive bidder that is in the business of providing those services and is deemed acceptable by the City to perform such work based on references, prior experience, shop capacity, staffing, etc.

Clarification: Equipment repair relative to this bid includes welding, metal fabrication for replacement parts, electrical work, and other services which are not directly related to mechanical issues such as engine or transmission repair. Vendors who provide these services are encouraged to bid for these services.

Bid Extension: The bid has been extended to Friday July 6, 2018 at 12:00pm. All bids must be submitted in the Ebid system.

Clarification: Package 4 has been changed from Frontier Equipment to Vermeer Equipment.

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla
Purchasing Agent

ADDENDUM #2
Issue Date: 6/29/2018
Bid No. 18-167

Annual Requirements - Repair Services for Construction and Purpose-Built Equipment

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes to the Specification and bidding documents:

Clarification: It has been brought to our attention that the coverage for Garage Keepers Insurance was not specified on the document attached to the bid. The following clause will replace the Garage Keepers clause that is currently in the Insurance Requirement document attached to the bid.

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 for each Garage Keepers and Garage Liability, including Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 31 shall be provided, where applicable.

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla
Purchasing Agent

SPECIAL PROVISIONS FOR TERM CONTRACTS

PURCHASING DEPARTMENT CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
 5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.
9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

4. CONTRACT ADMINISTRATION

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

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.

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.

Protection of Proprietary Information and Trade Secrets

Data contained in any bid (hereinafter "Submission") and all documentation provided therein, become the property of the City of Lincoln/Lancaster County. Upon receipt of any Submission by the City of Lincoln/Lancaster County, all data and documentation becomes a public record and is subject to disclosure by the City of Lincoln/Lancaster County to any party initiating a public records request under Nebraska Revised Statutes § 84-712 et seq. In response to a public records request, the City of Lincoln/Lancaster County may include the entire response. The City of Lincoln/Lancaster County has no duty to protect proprietary or commercial information and/or trade secrets.

If the Bidder wishes to have any information withheld from a public records request, such information must fall within the definition of "proprietary or commercial information" contained within Nebraska Public Records Statutes as defined by Nebraska Revised Statute § 84-712.05(3) and/or must be considered "trade secrets" as defined by Nebraska Revised Statutes §§ 87-501 to 87-507. Any and all information the Bidder wishes the City of Lincoln/Lancaster County to withhold from public disclosure must be submitted in the City/County E-bid system as a Response Attachment with the following information:

- 1) Is clearly marked "*proprietary or commercial information*" and/or "*trade secrets*" on the title of the document and the file attached;
- 2) Individually identifies each separate page as confidential;
- 3) Contains supporting documentation specifically enumerating why the information in such documents are marked and qualify as proprietary or commercial information/trade secrets. Under Nebraska law, in order for such information to be protected, the information, if released, would give competitors an advantage *and* serve no public purpose.

**FAILURE TO STRICTLY COMPLY WITH THESE INSTRUCTIONS WILL RESULT IN DISCLOSURE OF INFORMATION DECLARED BY THE BIDDER TO BE PROPRIETARY OR COMMERCIAL INFORMATION AND/OR TRADE SECRETS.
NO NOTICE OF FAILURE TO COMPLY WILL BE PROVIDED.**

If the instructions above for designating proprietary or commercial information and/or trade secrets are strictly followed, the City of Lincoln/Lancaster County will provide the bidder with reasonable notice that a public records request has been made that may include the information designated as proprietary and commercial or a trade secret. It is the sole responsibility of the Bidder to take actions necessary to protect the information claimed as proprietary or commercial, or a trade secret.

Bidders may not mark their entire Submission as *proprietary or commercial information and/or trade secrets*. Bid pricing may not be marked as proprietary or commercial information/trade secrets, and are deemed to be a public record in the State of Nebraska. Failure of the Bidder to follow the instructions for submitting proprietary or commercial information/trade secrets may result in the material being viewed by other bidders and/or the public.

"Proprietary or commercial information" is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose. (see Neb. Rev. Stat. § 84-712.05(3)).

"Trade Secrets" is defined as information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that:

Derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(See Neb. Rev. Stat. § 87-502 (4)(a)(b))

In accordance with the Nebraska Attorney General Opinions 92068 and 97033, Bidders submitting information as proprietary or commercial information/trade secrets may be required to prove specific competitor(s) by name who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Advertise 2 times
Wednesday, June 20, 2018
Wednesday, June 27, 2018

City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: **12:00 pm, Friday, June 29, 2018** for providing the following:

Annual Requirements - Construction and Purpose-Built Equipment
Repair and Maintenance Services
Bid No. 18-167

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration").

Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8103 or purchasing@lincoln.ne.gov.