

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN/LANCASTER COUNTY  
NEBRASKA**

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

**Truck Center Companies Lincoln  
5701 Arbor Rd.  
Lincoln, NE 68517  
402-464-2444**

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

THIS CONTRACT, made and entered into by and between **Truck Center Companies Lincoln, 5701 Arbor Road, Lincoln, NE 68517**, 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 8, 9 and 10 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](http://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
Truck Center Companies Lincoln

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

[Signature] Secretary Seal

Omaha Truck Center, Inc.
Truck Center Companies
Name of Corporation
5701 Arbor Road
Lincoln, NE 68517
Address

By: [Signature]
Duly Authorized Official
Vice President
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  
Truck Center Companies Lincoln**

**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**  
**Truck Center Companies Lincoln**

**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	TRUCK CENTER COMPANIES LINCOLN (OMAHA TRUCK CENTER INC.)
Address	5701 ARBOR RD
	LINCOLN, NE 68517
Contact	Bill Collier
Department	
Building	
Floor/Room	
Telephone	(402) 464-2444
Fax	(402) 646-9166
Email	bcollier@truckcentercompanies.com
Submitted	6/29/2018 02:02:18 PM (CT)
Total	\$1,506.00

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

Signature Dwight Munderloh Email dmunderloh@truckcentercompanies.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:	Truck Center Companies 5701 Arbor Road Lincoln Ne. 68529
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 _____	Agust 1st 2019
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)-	14% labor charges
8	Parts Discount	State the percentage off of parts from the Manufactures Suggested List Price:	20%
9	Parts and Labor Warranty Period	State the standard Parts and Labor Warranty Period for the Parts and Services Provided:	manufacturer warranty
10	Type and number of service vehicles	State the type and number of service vehicles you currently have in service:	1
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:	24/7
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.	Freight if needed
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.	Freightliner, Western Star, Ottawa Yard Tractors, Isuzu Yes Kenworth, International, Peterbilt

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.	Richie Eller reller@truckcentercompanies.com 402-464-2444
22	Contact	Name of person submitting this bid:	Dwight Munderloh
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 S corporation

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	No Bid

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)	

Supplier Notes:

1.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
-----	---	----	-------------------------------------------------	--

Supplier Notes:

1.3	1	hr	Field Service Rate for normal working hours (cost per hour)	
-----	---	----	-------------------------------------------------------------	--

Supplier Notes:

1.4	1	hr	Field Service Rate for after hours (cost per hour)	
-----	---	----	----------------------------------------------------	--

Supplier Notes:

1.5	1	mi	Field Service Truck (cost per mile)	
-----	---	----	-------------------------------------	--

Supplier Notes:

2	1	PKG	John Deere - Construction Equipment Repair Pricing	No Bid
---	---	-----	----------------------------------------------------	--------

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)	
-----	---	----	-------------------------------------------------	--

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 No Bid

Item Notes:

Supplier Notes:

Package Line Items:

---

#	Qty	UOM	Description	Response
---	-----	-----	-------------	----------

---

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 No Bid

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
---	-----	-----	-------------	----------

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 No Bid

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
---	-----	-----	-------------	----------

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 No Bid

Item Notes:

Supplier Notes:

Package Line Items:

---

#	Qty	UOM	Description	Response
---	-----	-----	-------------	----------

---

6.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
-----	---	----	----------------------------------------------------------	--

Supplier  
Notes:

---

6.2	1	hr	Shop Labor Rate for after hours (cost per hour)	
-----	---	----	-------------------------------------------------	--

Supplier  
Notes:

---

6.3	1	hr	Field Service Rate for normal working hours (cost per hour)	
-----	---	----	-------------------------------------------------------------	--

Supplier  
Notes:

---

6.4	1	hr	Field Service Rate for after hours (cost per hour)	
-----	---	----	----------------------------------------------------	--

Supplier  
Notes:

---

6.5	1	mi	Field Service Truck (cost per mile)	
-----	---	----	-------------------------------------	--

Supplier  
Notes:

---

7 1 PKG Bobcat - Construction Equipment Repair Pricing No Bid

Item Notes:

Supplier Notes:

Package Line Items:

---

#	Qty	UOM	Description	Response
---	-----	-----	-------------	----------

---

7.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	
-----	---	----	----------------------------------------------------------	--

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 \$502.00

Item Notes:

Supplier Notes:

Package Line Items:

---

#	Qty	UOM	Description	Response
8.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	125.00

---

Supplier  
Notes:

---

8.2 1 hr Shop Labor Rate for after hours (cost per hour) 125.00

Supplier  
Notes:

---

8.3 1 hr Field Service Rate for normal working hours (cost per hour) 125.00

Supplier  
Notes:

---

8.4 1 hr Field Service Rate for after hours (cost per hour) 125.00

Supplier  
Notes:

---

8.5 1 mi Field Service Truck (cost per mile) 2.00

Supplier  
Notes:

---

9 1 PKG Freightliner Truck - Truck Repair Pricing \$502.00

Item Notes:

Supplier Notes:

---

Package Line Items:

---

#	Qty	UOM	Description	Response
9.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	125.00

Supplier Notes:

---

9.2	1	hr	Shop Labor Rate for after hours (cost per hour)	125.00
-----	---	----	-------------------------------------------------	--------

Supplier Notes:

---

9.3	1	hr	Field Service Rate for normal working hours (cost per hour)	125.00
-----	---	----	-------------------------------------------------------------	--------

Supplier Notes:

---

9.4	1	hr	Field Service Rate for after hours (cost per hour)	125.00
-----	---	----	----------------------------------------------------	--------

Supplier Notes:

---

9.5	1	mi	Field Service Truck (cost per mile)	2.00
-----	---	----	-------------------------------------	------

Supplier Notes:

---

10 1 PKG International Truck - Truck Repair Pricing \$502.00

Item Notes:

Supplier Notes:

---

Package Line Items:

---

#	Qty	UOM	Description	Response
10.1	1	hr	Shop Labor Rate for normal working hours (cost per hour)	125.00

Supplier Notes:

---

10.2	1	hr	Shop Labor Rate for after hours (cost per hour)	125.00
------	---	----	-------------------------------------------------	--------

Supplier Notes:

---

10.3	1	hr	Field Service Rate for normal working hours (cost per hour)	125.00
------	---	----	-------------------------------------------------------------	--------

Supplier  
Notes:

---

10.4	1	hr	Field Service Rate for after hours (cost per hour)	125.00
------	---	----	----------------------------------------------------	--------

Supplier  
Notes:

---

10.5	1	mi	Field Service Truck (cost per mile)	2.00
------	---	----	-------------------------------------	------

Supplier  
Notes:

---

---

11	1	PKG	Mack Truck - Truck Repair Pricing	No Bid
----	---	-----	-----------------------------------	--------

Item Notes:

Supplier Notes:

Package Line Items:

---

#	Qty	UOM	Description	Response
---	-----	-----	-------------	----------

---

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	No Bid
----	---	-----	-------------------------------	--------

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
---	-----	-----	-------------	----------

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 No Bid

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
---	-----	-----	-------------	----------

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 No Bid

Item Notes:

Supplier Notes:

Package Line Items:

---

#	Qty	UOM	Description	Response
---	-----	-----	-------------	----------

---

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: \$1,506.00

---



July 24, 2018

Chris Lollar  
Buyer/P-Card Administrator  
City of Lincoln / Lancaster County  
440 S. 8<sup>th</sup> Street, Suite 200  
Lincoln, NE 68508

Chris:

Our Shop/Environmental charges are 14% of labor charges with a cap of \$250.00 per repair order.

Our service truck is a 2006 Ford 650 equipped with a crane and necessary tooling for most repairs.

We are closed for the following Holidays.

Christmas Day

New Year's Day

Thanksgiving Day

July 4<sup>th</sup>

Memorial Day

Labor Day.

Dwight Munderloh  
Vice President of Service

A handwritten signature in black ink that reads "Dwight Munderloh".





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> SilverStone Group 11516 Miracle Hills Drive Suite 100 Omaha NE 68154	<b>CONTACT NAME:</b> Karina Balakhonova	
	<b>PHONE (A/C No., Ext):</b> 402-964-5708	<b>FAX (A/C, No):</b> 402-557-6323
<b>E-MAIL ADDRESS:</b> kbalakhonova@ssgi.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Travelers Property Casualty Co. of America		36161
<b>INSURER B :</b> Travelers Indemnity Co.		25658
<b>INSURER C :</b> Charter Oak Fire Ins. Co.		25615
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		


<b>INSURED</b> Omaha Truck Center Inc. dba Truck Center Companies 14321 Cornhusker Road Omaha NE 68138	16688
--------------------------------------------------------------------------------------------------------------------	-------

**COVERAGES** **CERTIFICATE NUMBER:** 2068417847 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Garage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		AD4G071867	12/1/2017	12/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> \$1k Comp Ded <input checked="" type="checkbox"/> \$1k Coll Ded	Y		AD4G071867	12/1/2017	12/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP4170L261	12/1/2017	12/1/2018	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	UBOK906833-17	12/1/2017	12/1/2018	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C A	Garage Liability (NE/IA) Garage Liability (KS)	Y Y		AD4G071867 AD4G836868	12/1/2017 12/1/2017	12/1/2018 12/1/2018	Garage Liab - Occ 1,000,000 Garage Liab - Agg 3,000,000 Deductibles *See Attached

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Named Insureds:  
 Omaha Truck Center, Inc.  
 Omaha Truck Center, Inc. dba Truck Center Companies  
 Select Trucks of Omaha, LLC and Omaha Truck Center, Inc. dba Truck Center Companies  
 Mytty Properties, LLC  
 Great Plains Truck Leasing, LLC dba Truck Center Companies Leasing & Rental  
 Omaha Truck Center dba OTC Financial Services  
 Omaha Truck Center Inc dba Truck Center Companies Isuzu  
 See Attached...

<b>CERTIFICATE HOLDER</b>  City of Lincoln Lancaster County 555 S 10th Street Lincoln NE 68508	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2015 ACORD CORPORATION. All rights reserved.



**ADDITIONAL REMARKS SCHEDULE**

AGENCY SilverStone Group		NAMED INSURED Omaha Truck Center Inc. dba Truck Center Companies 14321 Cornhusker Road Omaha NE 68138	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Garagekeepers Limit Per Location:  
 \$ 650,000 Loc #1 - 14321 Cornhusker Rd, Omaha, NE 68127  
 \$ 650,000 Loc #2 - 14321 Cornhusker Rd, Omaha, NE 68137  
 \$ 1,000,000 Loc #3 - 5701 Arbor Road, Lincoln, NE 68517  
 \$ 600,000 Loc #4 - 2801 S 13th Street, Norfolk, NE 68701  
 \$ 1,000,000 Loc #5 - 14321 Cornhusker Rd, Omaha, NE 68127  
 \$ 600,000 Loc #8 - 1208 N 31st Ave, Council Bluffs, IA 51501  
 \$ 350,000 Loc #9 - 4814 S Lincoln Avenue, York, NE 68467  
 \$ 350,000 Loc #10 - 2357 E 29th Avenue, Columbus, NE  
 \$ 1,000,000 Loc #11 - 2955 S West Street, Wichita, KA 67217  
 \$ 500,000 Loc #14 - 2552 N 9th Street, Salina, KS 67401  
 \$ 100,000 Loc #15 - 626 S 10th Manhattan, KS 68138

Misc Liability Coverage Deductibles:  
 \$ 5,000 - Comp Ded - Per Auto  
 \$ 25,000 - Comp Ded - Aggregate  
 \$ 1,000 - Coll Ded - Per Auto

Additional Insured in favor of City of Lincoln, Nebraska and Lancaster County with respects to General Liability, Auto Liability, and Garagekeeper Liability as required by written contract.

Legal Liability Garagekeeper Coverage is included with a \$5000 deductible for Comp and a \$1000 deductible for Collision.



POLICY NUMBER: AD4G071867  
Omaha Truck Company Inc

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE: - -

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization:**

City of Lincoln  
Lancaster County  
555 S 10th St  
Lincoln, NE 68508

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

#### **2. Exclusions**

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

(1) All work, including materials, parts or equipment furnished in connection with

such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TRUCK DEALERS EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **AUTO DEALERS COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>A. Employee Hired Auto</li> <li>B. Personal Property</li> <li>C. False Pretense</li> <li>D. Truck Dealers – Replacement And Repair</li> <li>E. Hired Auto Physical Damage</li> <li>F. Rental Reimbursement</li> <li>G. Customized Furnishings</li> <li>H. Drive Away Collision</li> <li>I. Non-Owned Watercraft</li> </ul> | <ul style="list-style-type: none"> <li>J. Newly Acquired Or Formed Auto Dealership – 180 Days</li> <li>K. Blanket Additional Insured – Owners Of Leased Or Rented Premises</li> <li>L. Blanket Additional Insured – Lessor Of Leased Equipment</li> <li>M. General Liability Aggregate Limit (Per Location)</li> <li>N. Knowledge And Notice Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions</li> <li>O. Unintentional Omission</li> </ul> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### **PROVISIONS**

#### **A. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph 2., **Who Is An Insured**, in Paragraph D., **Covered Autos Liability Coverage**, of **SECTION I – COVERED AUTOS COVERAGES**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph B.5.b., **Other Insurance**, of **SECTION IV – CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow without a driver; and
- (2) Any covered "auto" hired or rented without a driver by your "employee" under a contract in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

Any "auto" that is leased, hired, rented or borrowed with a driver is a covered "auto" for Hired Auto Physical Damage Coverage only when leased, hired, rented or borrowed by you, and coverage for such "auto" is excess over any other collectible insurance.

#### **B. PERSONAL PROPERTY**

1. The following is added to Paragraph E., **Garagekeepers Coverage**, of **SECTION I – COVERED AUTOS COVERAGES**:

##### **Coverage Extension – Customer's Personal Property**

We will pay up to a maximum of \$25,000 for any one "loss" of customer's personal property which is in or on a "customer's auto" left in the "insured's" care which the "insured" is attending, servicing, repairing, parking or storing in your "auto dealer operations", subject to a maximum of \$50,000 for all such "loss" during the policy period. We will not pay for any "loss" until the amount of "loss" exceeds the deductible of \$1,000.

COMMERCIAL AUTO

This coverage applies only in the event of either a Comprehensive or Collision "loss" to the "customer's auto". Coverage for "loss" solely to customer's personal property caused by theft applies only with evidence of forced entry.

2. The following is added to Paragraph F., **Physical Damage Coverage**, of **SECTION I – COVERED AUTOS COVERAGES**:

**Coverage Extension – Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- a. Owned by an "insured"; and
- b. In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

**C. FALSE PRETENSE**

1. The following is added to Paragraph 1., **Coverage**, in Paragraph F., **Physical Damage Coverage**, of **SECTION I – COVERED AUTOS COVERAGES**:

**False Pretense Coverage**

- (1) Any "auto" you have acquired is a covered "auto" under False Pretense Coverage.
- (2) We will pay for "loss" to a covered "auto" under False Pretense Coverage caused by:
  - (a) Someone causing you to voluntarily part with the covered "auto" by trick or scheme or under false pretenses.
  - (b) Your acquiring an "auto" from a seller who did not have legal title.

2. Exclusion 3.c., **False Pretense**, in Paragraph F., **Physical Damage Coverage**, of **SECTION I – COVERED AUTOS COVERAGES** does not apply.

3. The following exclusions are added to Paragraph 3., **Exclusions**, in Paragraph F., **Physical Damage Coverage**, of **SECTION I – COVERED AUTOS COVERAGES** :

False Pretense Coverage does not apply:

- (1) Unless:
  - (a) You had legal title to, or consignment papers for, the covered "auto" prior to "loss"; and

- (b) You make every effort to recover the covered "auto" when it is located.

- (2) To a "loss" which, for any reason, a bank or any other drawee fails to pay.

- (3) To "autos" owned or acquired by you and insured through a floor plan or finance provider. However, False Pretense Coverage does apply to the value of improvements you have made to such covered "auto" after you have acquired it, which increases its value and exceeds the amount collectible from any other insurance.

4. The following is added to Paragraph 4., **Limits Of Insurance**, in Paragraph F., **Physical Damage Coverage**, of **SECTION I – COVERED AUTOS COVERAGES**:

For "loss" under False Pretense Coverage the most we will pay for all such "loss" caused by any one person, any group of persons either related or acting together, or any one organization within the policy period is \$300,000.

5. The following is added to Paragraph 5., **Deductible**, in Paragraph F., **Physical Damage Coverage**, of **SECTION I – COVERED AUTOS COVERAGES**:

From our obligation under False Pretense Coverage, we will deduct the actual value of any property delivered to you in full or partial payment for title to or possession of a covered "auto".

6. The following is added to Paragraph A.2.a., **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions**, of **SECTION IV – CONDITIONS**:

You, or someone on your behalf, must take all reasonable steps to cause a warrant to be issued, as soon as practicable, for the arrest of anyone causing a "loss" defined within the False Pretense Coverage. Failure to cause such warrant to be issued as required by this Condition shall not invalidate any claim made by you, if it is shown that reasonable efforts were made.

**D. TRUCK DEALERS – REPLACEMENT AND REPAIR**

1. The following is added to Paragraph 3.d.(1) in Paragraph F., **Physical Damage Coverage**, of **SECTION I – COVERED AUTOS COVERAGES**:

This exclusion does not apply to a covered "auto" that is a "new auto".

2. The following replaces Paragraph 4.a.(1), **Limits Of Insurance**, in Paragraph F., **Physical Damage Coverage**, of **SECTION I – COVERED AUTOS COVERAGES**, but only for covered "autos" that are "new autos":

- (1) "Loss" to any "new auto" will be determined on the following basis:

- (a) If the "new auto" is a "total loss", we will pay the higher of actual cash value or "actual dealer cost" of the "new auto" at the time of the "loss".
- (b) If the "new auto" is not a "total loss", we will pay the lesser of the following amounts:
  - (i) The usual and customary charge for repairs in your area;
  - (ii) The difference between the "wholesale value" of the "new auto" at the time of the "loss" and the "wholesale value" of the un-repaired "new auto" after the "loss"; or
  - (iii) The retail cost of paintless dent repair if we determine that paintless dent repair is an appropriate repair method for the "loss".

3. The following is added to Paragraphs 4.d.(1) and (2) in Paragraph F., **Physical Damage Coverage**, of **SECTION I – COVERED AUTOS COVERAGES**:

The term value in this paragraph is deemed to be the term "wholesale value" as applied to any "new auto" after the "loss".

4. The following definitions are added to **SECTION V – DEFINITIONS**:

"Actual dealer cost" means the factory invoice amount plus your cost of installed accessories and enhancements, but excluding profit, holdback, advertising and overhead expenses.

"New auto" means an "auto" not older than the current model year or previous model year which:

1. Has not been damaged in any previous "loss";
2. Has not been registered or titled, unless your state requires that the "auto" be registered or titled in your name; and
3. Has been driven less than 6,000 miles.

"Total loss" means that the cost of repairs plus the salvage value of the "new auto" exceeds the "wholesale value" of the "new auto".

"Wholesale value" means the value of an "auto" similar to the "new auto" based on auction reports or dealer wholesale reports in your area.

**E. HIRED AUTO PHYSICAL DAMAGE**

The following is added to Paragraph F., **Physical Damage Coverage**, of **SECTION I – COVERED AUTOS COVERAGES**:

**Coverage Extension – Hired Auto Physical Damage**

If hired "autos" are covered "autos" for Covered Auto Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you lease, hire, rent or borrow subject to the following:

- a. The most we will pay for "loss" to any one "auto" that you lease, hire, rent or borrow is the lesser of:
  - (1) \$100,000;
  - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- b. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- c. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.
- d. A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto", but the deductible will not be applied to "loss" caused by fire or lightning.
- e. This Hired Auto Physical Damage Coverage does not apply to any "auto" that is leased, hired, rented or borrowed from any or your "employees", partners, members or members of their households.

**F. RENTAL REIMBURSEMENT**

The following is added to Paragraph F., **Physical Damage Coverage**, of **SECTION I – COVERED AUTOS COVERAGES**:

## COMMERCIAL AUTO

### Coverage Extension – Rental Reimbursement

We will pay the necessary and actual rental reimbursement expenses incurred by you, up to \$150 per day, for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

We will pay only for those expenses incurred beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- a. The number of days reasonably required to repair or replace the covered "auto", plus the number of days it takes to locate the covered "auto" and return it to you if "loss" is caused by theft; or
- b. Thirty days.

We will not pay rental reimbursement expenses while there are spare or reserve "autos" available to you for your "auto dealer operations".

If the costs described in the Coverage Extension – Loss of Use Expenses paragraph of this Section apply to the covered "loss", we will pay only the amount of your rental reimbursement expenses that are excess of such costs.

### G. CUSTOM FURNISHINGS

The following is added to Paragraph F., **Physical Damage Coverage**, of SECTION I – **COVERED AUTOS COVERAGES**:

#### Coverage Extension – Custom Furnishings

We will pay for "loss" to custom furnishings which are displayed on or are part of a covered "auto". The most we will pay for "loss" to custom furnishings in any one "accident" is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of the "loss" with adjustment for depreciation and physical condition at the time of "loss";
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$1,000.

No deductible applies to custom furnishings.

Custom furnishings include:

- a. Special carpeting and insulation;
- b. Height-extending roofs; and
- c. Custom murals, paintings, or other decals or graphics.

Custom furnishings does not include electronic equipment.

### H. DRIVE AWAY COLLISION

Exclusion Paragraph 3.d.(3) in Paragraph F., **Physical Damage Coverage**, of SECTION I – **COVERED AUTOS COVERAGES** relating to the transportation of vehicles more than 50 miles is deleted.

### I. NON-OWNED WATERCRAFT

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2., **Exclusions**, in Paragraph A., **Bodily Injury And Property Damage Liability**, of SECTION II – **GENERAL LIABILITY COVERAGES**:

(2) A watercraft you do not own that is:

- (a) Fifty feet long or less; and
- (b) Not being used to carry any person or property for a charge; or

2. The following is added to Paragraph D., **Who Is An Insured**, of SECTION II – **GENERAL LIABILITY COVERAGES**:

Any person who, with your expressed or implied consent, uses or is responsible for the use of a watercraft you do not own that is:

- a. Fifty feet long or less, and is not being used to carry any person or property for a charge; or
- b. Ashore on premises where you conduct "auto dealer operations".

3. The following is added to Paragraph 5., **Other Insurance**, in Paragraph B., **General Conditions**, of SECTION IV – **CONDITIONS**:

This Coverage Form's Bodily Injury And Property Damage Liability Coverage for non-owned watercraft is excess over any other valid and collectible insurance available to the "insured", whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

### J. NEWLY ACQUIRED OR FORMED AUTO DEALERSHIP – 180 DAYS

The following replaces Paragraph 6.a. in Paragraph D., **Who Is An Insured**, of SECTION II – **GENERAL LIABILITY COVERAGES**:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the "auto" dealership or the end of the policy period, whichever is earlier; and

**K. BLANKET ADDITIONAL INSURED – OWNERS OF LEASED OR RENTED LAND OR PREMISES**

The following is added to Paragraph D., **Who Is An Insured**, of SECTION II – GENERAL LIABILITY COVERAGES:

Any person or organization that is a premises lessor, but only for liability arising out of the ownership, maintenance and use of that part of the land or premises leased or rented to you.

The insurance provided to such premises owner or lessor does not apply to:

- a. Any "accident" which occurs after you cease to be a tenant in the premises.
- b. Structural alterations, new construction or demolition operations performed by or for such premises owner or lessor.

**L. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT**

The following is added to Paragraph D., **Who Is An Insured**, of SECTION II – GENERAL LIABILITY COVERAGES:

Any person or organization from whom you lease equipment 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 equipment lessor is an "insured" only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The equipment lessor's status as an additional "insured" ends when their contract or agreement with you for such leased equipment ends.

The insurance provided to such equipment lessor does not apply to:

- a. Any "accident" which takes place, or offense which is committed, after the equipment lease expires.
- b. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the sole negligence of such equipment lessor.
- c. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of "work you performed" in connection with such leased equipment.

**M. GENERAL LIABILITY AGGREGATE LIMIT (PER LOCATION)**

The following is added to Paragraph 1.a., in Paragraph F., **Limits Of Insurance – General**

**Liability Coverages, of SECTION II – GENERAL LIABILITY COVERAGES:**

This General Liability Aggregate Limit applies separately to each of your locations owned by or rented to you. For purposes of this General Liability Aggregate Limit, location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**N. NOTICE AND KNOWLEDGE OF ACCIDENT, OFFENSE, LOSS OR ACT, ERROR OR OMISSION**

The following is added to Paragraph A.2.a., **Duties In The Event Of Accident, Claim, Suit, Loss Or Acts, Errors Or Omissions**, of SECTION IV – CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident", offense, "loss" or "act, error or omission" applies only when the "accident", offense, "loss" or "act, error or omission" is known to:

- (5) You (if you are an individual);
- (6) A partner (if you are a partnership);
- (7) A member (if you are a limited liability company);
- (8) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (9) Any "employee" authorized by you to give notice of the "accident" or "loss".

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph a. does not affect that requirement.

**O. UNINTENTIONAL OMISSION**

The following is added to Paragraph B.2., **Concealment, Misrepresentation Or Fraud**, of SECTION IV – CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal.

TRAVELERS CORP. TEL: 1-800-328-2189  
AUTOMOBILE DEALERS  
COMMON POLICY DECLARATIONS  
ISSUE DATE: 12/19/17  
POLICY NUMBER: AD-4G071867-17-CAG

INSURING COMPANY:  
THE TRAVELERS INDEMNITY COMPANY

1. NAMED INSURED AND MAILING ADDRESS:

OMAHA TRUCK CENTER, INC.  
AND AS PER IL T8 03  
10710 I STREET  
OMAHA, NE 68127

2. POLICY PERIOD: From 12/01/17 to 12/01/18 12:01 A.M. Standard Time at  
your mailing address.

3. LOCATIONS

Premises	Bldg.		
Loc. No.	No.	Occupancy	Address

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:  
AUTO DEALER COV PART DECLARATIONS CA TO 77 02 15 IND

5. NUMBERS OF FORMS AND ENDORSEMENTS  
FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy  
containing its complete provisions:

Policy	Policy No.	Insuring Company
--------	------------	------------------

7. PREMIUM SUMMARY:  
Provisional Premium \$ 140,411  
Due at Inception \$ 35,525  
Due at Each \$ SEE IL T0 30

NAME AND ADDRESS OF AGENT OR BROKER:  
SILVERSTONE GROUP INC (XZ400)  
11516 MIRACLE HILLS DR STE 100  
OMAHA, NE 681549683

COUNTERSIGNED BY:

\_\_\_\_\_  
Authorized Representative

DATE: \_\_\_\_\_



POLICY NUMBER: AD-4G071867-17-CAG  
EFFECTIVE DATE: 12-01-17  
ISSUE DATE: 12-19-17

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 02 11 89 COMMON POLICY DECLARATIONS  
IL T8 01 10 93 FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS  
IL T0 01 01 07 COMMON POLICY CONDITIONS  
IL T0 30 12 90 NON-STANDARD PAYMENT SCHEDULE  
IL T8 03 NAMED INSURED

COMMERCIAL AUTOMOBILE

CA T0 77 02 15 AUTO DEALER DECLARATIONS-ITEM ONE & TWO  
CA T0 78 02 15 AUTO DEALER DECS-ITEM THREE & FOUR  
CA T0 79 02 15 AUTO DEALER DECLARATIONS - ITEM FIVE  
CA T0 80 02 15 AUTO DEALER DECLARATIONS - ITEM SIX  
CA T0 82 02 15 AUTO DEALER DECLARATIONS - ITEM EIGHT  
CA T0 83 02 15 AUTO DEALER DECLARATIONS-ITEM NINE & TEN  
CA T4 14 02 15 GAR-KEEPERS COV & PHYS DMGE MULTIPLE DED  
CA 03 03 10 13 \$500 DED FOR WORK PERFRMD DOES NOT APPLY  
CA T0 30 02 16 BA/AD/MC COV PART SUPPL SCH - ITEM TWO  
CA T0 84 02 16 TOC AD COVERAGE FORM  
CA T4 60 02 15 AMENDMENT OF COVERAGE - POLLUTION  
CA 00 25 10 13 AUTO DEALERS COVERAGE FORM  
CA T4 52 02 16 SHRT TRM HRD AUTO - ADDT'L INSD LS PAYEE  
CA T4 56 02 15 AUTO DEALERS - BROAD FORM WORK COVERAGE  
CA T4 59 02 15 AMENDMENT OF EMPLOYEE DEFINITION  
CA T4 72 02 15 AMDT OF PERS & ADV INJURY LIAB COVG  
CA 01 82 10 13 IA CHANGES-AUTO DEALERS COVERAGE FORM  
CA 01 93 11 13 NE CHANGES - AUTO DEALERS COVERAGE FORM  
CA 20 55 10 13 FELLOW EMPLOYEE COVERAGE  
CA 21 12 10 13 IOWA UM & UIM COVERAGE  
CA 21 70 10 13 NE UM AND UIM COVERAGE  
CA 25 01 10 13 BROAD FORM PRODUCTS  
CA 25 48 10 13 EMPLOYEE BENEFITS LIABILITY COVERAGE  
CA 99 10 10 13 DRIVE OTHER CAR COV-BROAD COV NAMED INSD  
CA 99 35 11 13 NEBRASKA AUTO MEDICAL PAYMENTS COVERAGE  
CA T3 58 02 15 LEMON LAW COVERAGE  
CA T3 63 02 15 TRUCK DEALERS EXTENSION ENDORSEMENT  
CA T4 26 02 15 AUTO DEALERS-ACTS, ERR OR OMISS COVG EXT  
CA T4 28 02 15 CONSUMER COMPLAINT LEGAL DEFENSE COVG  
CA T8 04 PRIMARY LIAB COV FOR CUSTOMER'S  
CA T8 05 EXCL PROFESSIONAL FINANCIAL SERVICE  
CA T4 81 02 15 AMENDMENT OF EXCLUSION -INTENTIONAL ACTS  
CA T4 83 02 15 AMDT OF EXCL - FINANCIAL PROTECTION LAWS  
CA 25 07 10 13 LOCATIONS AND OPERATIONS NOT COVERED  
CA T3 38 02 15 EXCLUSION - ASBESTOS  
CA T3 77 02 15 EXCLUSION - DISCRIMINATION  
CA T4 96 02 16 EXCL-ACS OR DISC OF CONF OR PERS INFO





ONE TOWER SQUARE  
HARTFORD CT 06183

WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-0K906833-17-14-G

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

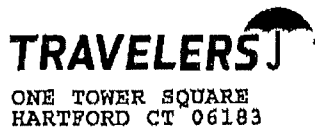
#### SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.





WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 26 06 01 ( C)

POLICY NUMBER: UB-0K906833-17-14-G

**NEBRASKA CANCELTION AND NONRENEWAL ENDORSEMENT**

1. You may cancel this policy within the policy period by giving notice to us, fixing the date on which the cancelation is to be effective.
2. The notice, from you, is to be sent by certified mail.
3. We are required by Nebraska Law to give notice of your intent to cancel a policy to the Nebraska Workers' Compensation Court.
4. The cancelation shall not be effective until ten (10) days after we give notice to the Nebraska Workers' Compensation Court that the policy is being canceled. However, if you have secured insurance with another insurer, the cancelation will be effective as of the effective date of such other notice of coverage.
5. We may cancel or nonrenew this policy within the policy period by giving notice in writing to you and to the Nebraska Workers' Compensation Court, fixing the date on which the cancelation or nonrenewal is to be effective.
6. The notice from us will contain a brief statement of the reasons for cancelation or nonrenewal and will be sent to you by certified mail.
7. The nonrenewal shall not be effective until thirty (30) days after the giving of notice to you and the Nebraska Workers' Compensation Court.
8. The cancelation shall not be effective until thirty (30) days after the giving of notice to you and the Nebraska Workers' Compensation Court, except the cancelation shall be effective ten (10) days after the giving of the notice if the cancelation is based on:
  - a. nonpayment of premiums;
  - b. failure of the insured to reimburse deductible losses as required under the policy; or
  - c. failure of the insured, if covered, pursuant to the Assigned Risk Plan to comply with workplace safety laws found in Nebraska statutes.
9. All notices shall be provided in writing and shall be deemed given upon mailing by certified mail, except that we may give notice to the Nebraska Workers' Compensation Court by approved electronic means. Notice provided to the Nebraska Workers' Compensation Court by approved electronic means shall be deemed given upon receipt.

DATE OF ISSUE: 12-19-17

ST ASSIGN:

12/29/2017 2:28:31 PM Batch: 4271380

**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. 8<sup>th</sup> 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. 8<sup>th</sup> 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](http://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](http://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](mailto:purchasing@lincoln.ne.gov).