

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**Water System for Laundry System at County Corrections
Bid No. 18-211**

**Egan Supply
13838 Industrial Road
Omaha, NE 68137
(402) 346-0597**

**LANCASTER COUNTY
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Egan Supply, 13838 Industrial Road, Omaha, NE 68137**, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

WHEREAS, the County 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:

Water System for Laundry System at County Corrections, Bid No. 18-211

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the County, 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 County 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 County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

2. The County agrees 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 County:

The County 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 for a total of \$14,250.00.

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 County 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 County 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 County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's 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. Period of Performance: The work included in this Contract shall begin as soon as possible from date of executed contract. The completion shall be within thirty (30) to forty-five (45) days upon receipt of equipment (contact department on ARO).
8. Assignment: Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County.
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal\Supplier Response
 3. Insurance Certificate with Endorsements
 4. Specifications
 5. Instructions to Bidders
 6. Insurance Requirements
 7. Notice to Bidders
 8. Sales Tax Exemption Forms 13

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

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

This Contract contains the complete and entire Contract between the parties and may not be altered or amended except in writing executed, making specific references to this Contract, by a duly authorized officer of the Contractor and by a duly authorized official of the County.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract upon completion of signature on:

Vendor Signature Page
Lancaster County Signature Page

Vendor Signature Page

**CONTRACT
Water System for Laundry System at County Corrections
Bid No. 18-211
Lancaster County
Egan Supply**

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary

Seal

Egan Supply Co

Name of Corporation

13938 Industrial Blvd Omaha NE

Address

By: *Mike Cordts*

Duly Authorized Official

Sales Representative

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

Lancaster County Signature Page

**CONTRACT
Water System for Laundry System at County Corrections
Bid No. 18-211
Lancaster County
Egan Supply**

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	Sharon Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	Lancaster County Corrections 3801 West O Street Lincoln, NE 68528
Email	smulder@lincoln.ne.gov	Contact	Sharon Mulder Asst Purchasing Agent	Contact	
Phone	(402) 441-7428 x				
Fax	(402) 441-6513 x				
Bid Number	18-211	Department		Department	
Title	Water System for Laundry System at County Corrections	Building	Suite 200	Building	
Bid Type	Bid	Floor/Room		Floor/Room	
Issue Date	8/3/2018 03:00 PM (CT)	Telephone	(402) 441-7428 x	Telephone	
Close Date	8/17/2018 12:00:00 PM (CT)	Fax	(402) 441-6513 x	Fax	
		Email	smulder@lincoln.ne.gov	Email	

Supplier Information

Company Egan Supply
 Address 13838 Industrial Road

 Omaha, NE 68137
 Contact Maura Tourek
 Department
 Building
 Floor/Room
 Telephone (402) 346-0597
 Fax (402) 346-5076
 Email mtourek@egansupply.net
 Submitted 8/10/2018 11:16:24 AM (CT)
 Total \$14,250.00

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

Signature Mike Cords

Email mcords@neb.rr.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements and Endorsements	<p>Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements.</p> <p>Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.</p> <p>Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.</p>	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Delivery	State number of delivery days after receipt of order (ARO). FOB to the City/County at the location specified with all transportation charges paid.	7-10 business days
6	Contact	Name of person submitting this bid:	Mike Cords
7	Warranty	I acknowledge that attached is the warranty information for the equipment bid in the Vendor's Response Attachment Section of the E-bid.	Yes
8	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
9	Recycling of Corrugated Cardboard	I acknowledge and accept 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 shall haul any recyclable material directly to any of the three processor facilities which are currently operating in the City of Lincoln, or they can use a recycled material hauler for curbside collection at their place of business. Vendors are also encouraged to recycle any other approved materials used, or removed, from a City or County jobsite. Go to - http://lincoln.ne.gov/city/pworks/solid-waste/recycle/ for more information on City of Lincoln recycling programs.	Yes

10	U.S. Citizenship Attestation	<p>Is your company legally considered an Individual or Sole Proprietor: YES or NO</p> <p>As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/notary/citizenforminfo.html</p> <p>All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.</p> <p>If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.</p>	No
11	Tax Exempt Certification Forms	<p>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.)</p>	Yes
12	Reference No. 1	<p>Determine which of the 3 options below applies to your company's experience and provide all of the information that is being requested only for the option selected within this attribute.</p> <p>1. Current reference (within last five (5) years) where similar services have been provided. Provide the following information: Name of the Company, Contact Person, Phone Number and/or Email Address, Project Name or Description</p> <p>2. Our company has provided similar types of services to the City or County within the last five (5) years. Provide the following information: Department Name, Contact person, Project Name or Number</p> <p>3. If your company is unable to provide a reference and have not provided similar services to the City or County in the last five (5) years. Indicate "Our company is unable to provide the requested information" and then indicate the reason why.</p>	<p>City County Corrections, Sgt Mike Mueller,402-441-1954, Test run at city jail on a current washer</p>

13 Reference No. 2

Determine which of the 3 options below applies to your company's experience and provide all of the information that is being requested only for the option selected within this attribute.

Genoa Hospital Breana Molt
bmolt@genoamedical.org

1. Current reference (within last five (5) years) where similar services have been provided.

Provide the following information: Name of the Company, Contact Person, Phone Number and/or Email Address, Project Name or Description

2. Our company has provided similar types of services to the City or County within the last five (5) years.

Provide the following information: Department Name, Contact person, Project Name or Number

3. If your company is unable to provide a reference and have not provided similar services to the City or County in the last five (5) years.

Indicate "Our company is unable to provide the requested information" and then indicate the reason why.

14 Reference No. 3

Determine which of the 3 options below applies to your company's experience and provide all of the information that is being requested only for the option selected within this attribute.

Penny Dvorak, Howard County
Medical Center
pdvorak@hcmc.us.com

1. Current reference (within last five (5) years) where similar services have been provided.

Provide the following information: Name of the Company, Contact Person, Phone Number and/or Email Address, Project Name or Description

2. Our company has provided similar types of services to the City or County within the last five (5) years.

Provide the following information: Department Name, Contact person, Project Name or Number

3. If your company is unable to provide a reference and have not provided similar services to the City or County in the last five (5) years.

Indicate "Our company is unable to provide the requested information" and then indicate the reason why.

15 Electronic Signature

Please check here for your electronic signature.

Yes

Line Items

#	Qty	UOM	Description	Response
1	5	Units	Water System for Laundry System	\$2,850.00

Manufacturer: O-Z Tech Water Manufacturer #: 10000 or equivalent

Item Notes: Per Specifications

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer and Model #	Please provide Manufacturer and Model Number bidding.	O-Z Tech, OZ1000P

Response Total: \$14,250.00

POLICY NUMBER: BOR0836393

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

CG 20 10 04 13

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.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All terms and conditions apply unless modified by this endorsement.

Donegal Insurance Group
 Marietta, Pennsylvania 17547-0302

POLICY CHANGES

COVERAGE IS PROVIDED BY LEMARS INSURANCE COMPANY

POLICY NUMBER: CLR0836393

POLICY TYPE: COMMERCIAL AUTO

This endorsement summarizes changes made to your policy. Please read your policy, including all Declarations, Schedules, and Endorsements attached to and made part of your policy, carefully for complete information regarding coverage provided.

POLICY EFFECTIVE	POLICY CHANGES EFFECTIVE	COMPANY
FROM: TO: 04/19/2018 04/19/2019 12:01 A.M. 12:01 A.M. Standard time at the Named Insured's address shown	09/06/2018	LEMARS INSURANCE COMPANY

NAMED INSURED AND MAILING ADDRESS	AGENT NAME AND ADDRESS
Egan Supply Co Inc 13838 INDUSTRIAL RD Omaha NE 68137	Quinn Insurance Inc 11815 M St Ste 200 Omaha NE 68137 Phone: 402-891-1234 Agent Number: 6001200 00

POLICIES/COVERAGE PARTS AFFECTED:
 COMMERCIAL AUTO

COVERAGE PART	CHANGES
Item Two:	Added Form: CA 20 48 (02-99) Designated Insured Added Form: ILD 90 07 (03-11) Notice of Cancellation to Third Party

Full Term Premium (including this transaction):	\$12,595
Premium Effect of this transaction:	\$0

Date
 09/18/18 11:24:04

Countersigned by:

Authorized Representative

ILD 12 01 07 06

POLICY CHANGES
(continued)

COMMERCIAL AUTO COVERAGE PART FORMS AND ENDORSEMENTS APPLICABLE TO ALL VEHICLES

CA 00 01 03 06	Business Auto Coverage Form
CA 01 56 11 13	Nebraska Changes
CA 02 21 09 99	Nebraska Changes - Cancellation
CA 20 48 02 99	Designated Insured
CA 21 70 03 06	Nebraska Uninsured and Underinsured Motorists Coverage
CA 23 44 11 16	Public Or Livery Passenger Conveyance Exclusion
CA 23 84 01 06	Exclusion of Terrorism
CA 99 44 12 93	Blanket Loss Payable Clause
CAD 09 04 07 16	Silver Series Business Auto Coverage Enhancement
CAD 0901 08 05	Biological and Chemical Contaminants Exclusion
CAD 99 50 07 15	Business Income (Including Extra Expense) Additional Coverage
IL 00 03 08 07	Calculation of Premium
IL 00 17 11 98	Common Policy Conditions
IL 00 21 05 02	Nuclear Energy Liability Exclusion Endorsement
ILD 90 07 03 11	Notice of Cancellation to Third Party

PAYMENT PLAN: BillingCenter/See BillingCenter

Donegal Insurance Group
Marietta, Pennsylvania 17547-0302

Policy Number
CLR0836393

POLICY CHANGES
(continued)

SUPPLEMENTAL DECLARATIONS

CA 20 48 02 99	Designated Insured
Name of Person(s) or Organization(s)	Lancaster County 555 S 10th St Lincoln NE 68508

ILD 90 07 03 11	Notice of Cancellation to Third Party	
	Name of Person or Organization and Mailing Address	Number of Days Notice
	Lancaster County 555 S 10th St Lincoln NE 68508	30

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
TRADEMAN'S ADVANTAGE CONTRACTORS' POLICY

SCHEDULE

Name of Person or Organization and Mailing Address	Number of Days Notice
Lancaster County 555 S 10th Street Lincoln, NE 68508	30

Information to complete this endorsement, if not shown on this endorsement, will be shown elsewhere in this policy.

The following is added:

If we cancel this policy, we will endeavor to mail written notice of cancellation:

1. At least 10 days before the effective date of cancellation for nonpayment of premium; or
2. The number of days shown in the Schedule before the effective date of cancellation for any other reason;

to the person or organization shown in the Schedule above, but failure to do so shall impose no obligation or liability of any kind upon us.

We will mail the notice of cancellation to the mailing address shown in the Schedule above by regular mail.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

CITY OF LINCOLN &/OR LANCASTER
COUNTY &/OR CITY OF LINCOLN
555 S 10TH ST
LINCOLN, NE 68508

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

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

Endorsement Effective 04/19/18

Policy No. WC 0836393

Endorsement No.

Insured Egan Supply Co Inc

Premium

Insurance Company DONEGAL MUTUAL INSURANCE COMPANY

Countersigned By _____

WC 00 03 13

(Ed. 4-84)

**GENERAL SPECIFICATIONS
LAUNDRY SERVICES WATER SYSTEM FOR COUNTY
CORRECTIONS**

1. GENERAL NOTICE

- 1.1 The County of Lancaster, hereinafter referred to as Owners, are requesting bids from qualified companies, hereinafter referred to as Vendor(s) for all material and labor associated with the water system for laundry services and installation.
- 1.2 The Vendor shall include all costs associated with the labor, supervision, materials, supplies, permits and licenses required to perform the services requested in these Specifications and other bid documents.
 - 1.2.1 Any mention of compliance with the General Specifications shall also mean the compliance according to the terms of all other documents attached to or referenced in the bid.
- 1.3 Contract will be awarded to the lowest, responsible, responsive Vendor whose bid substantially meets all the required specifications, duties, terms and conditions as defined in this request.
- 1.4 Vendor shall maintain existing functions at the facility and protect the employees, and buildings against damage during all portions of the project.
 - 1.4.1 Any damage done to the surrounding area which is not part of this installation will be immediately repaired by the Vendor at no charge to the Owners.
 - 1.4.2 Vendor shall not store construction products, tools or supplies in an area other than what is designated as a staging area.
- 1.5 The Owners will execute a firm-fixed contract for the work to be performed under the terms of an awarded contract.
- 1.6 A performance/ payment bond in the full amount of the contract will be required at time of contract award to be in effect for the term of the warranty on the installed equipment.
- 1.7 Vendor must submit their bid and all attachments via the City/County Ebid system.
 - 1.7.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Dept.
 - 1.7.2 To register, go to the City of Lincoln website;
lincoln.ne.gov type bid in search box
click on "supplier registration"
follow instructions to completion.
- 1.8 All general inquiries regarding these specifications or other bid documents shall be directed via e-mail request to Sharon Mulder, Assistant Purchasing Agent (smulder@lincoln.ne.gov).
 - 1.8.1 These inquiries and/or responses shall be distributed to prospective Vendors as an electronic addenda.
 - 1.8.2 All inquiries must be submitted to the Purchasing Office 5 calendar days prior to the bid close.
 - 1.8.3 Vendors are not allowed to discuss this bid with any Owner employee, Engineer/Architect or elected official other than the City/County Purchasing Staff through the award process.
 - 1.8.3.1 Failure to follow this requirement may result in immediate disqualification of your bid.
 - 1.8.4 Requests for a substitute or deviation from the Specifications or other bid documents must be submitted to the Asst. Purchasing Agent prior to five (5) calendar days before bid close.
- 1.9 Work may be performed at the jobsite during operating hours which are from 8am - 5pm, Monday - Friday. Work outside of these days and times shall be subject to approval of the Owner.
- 1.10 The awarded contract is not assignable without the written approval of the Owners in the

- form of a contract amendment.
- 1.11 Payment will be made upon completion of installation and approval by the Owners Representative.
 - 1.12 The Owners Representative for this project will be Mike Mueller or designee, County Corrections.
 - 1.13 The County intends to purchase these units.

2. SCOPE OF WORK/PROJECT

- 2.1 The County intends to remove their existing Ecolab system with chemical laundry detergents and purchase a new system without the use of chemicals.
- 2.2 A system tested by the County proved to perform while saving the County money by reducing the wash cycle by 30-40% below the average wash time and eliminating chemicals.
 - 2.2.1 Tested system was an O-Z Tech System.
 - 2.2.2 The County would be looking at the OZ Tech -10000 or equal.
 - 2.2.2.1 A quantity of five (5).
- 2.3 Dual feed for generating aqueous ozone for both hot and cold water.
- 2.4 Two (2) color lights for indicating ozone generation of hot and cold water.
- 2.5 Oxidation Reduction potential of 650-800
- 2.6 Boxes shall be constructed with PVC.
- 2.7 Ozone will be injected via a venture allowing maximum flow rate of 10 gpm.
- 2.8 Ozone generators
- 2.9 120vac at no more than 3 amps
- 2.10 Coil contractor to control on/off function of generators of 208-230V 60HZ
 - 2.10.1 Generators wired to fill solenoids of washer with 660V 30FLA, 120 LRA, 40 RES.
- 2.11 Incoming air will be dried via silica air dries and will have one (1) each per water line.
 - 2.11.1 No compressors
- 2.12 When boxes are mounted to cement wall, they shall include filter and tubing.
- 2.13 Awarded Vendor shall set codes for washers.
- 2.14 If bidding an equivalent, vendor shall attach brochure of product and its' technical specifications.
- 2.15 Vendor shall supply two (2) or three (3) references of their system sold in the last 3 to 5 years of similar size.

3. VENDOR INSURANCE

- 3.1 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.
- 3.2 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.
- 3.3 **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 10 days of award notice.**

4. QUALIFICATIONS OF THE BIDDER

- 4.1 The Owner may investigate as deemed necessary to determine the ability of the Vendor to perform the required work, and the Vendor shall furnish to the Owners all such information and data for this purpose.
- 4.2 No Vendor will be considered who is not at the present time actively engaged in the

performance of construction services similar to those described in this bid, and who cannot clearly demonstrate to the satisfaction of the Owners, his/her ability to satisfactorily perform the work in accordance with the requirements of this specification and standards of the industry.

5. PROJECT REQUIREMENTS

- 5.1 Vendors shall bid the products listed in the Ebid Line Items according to the specifications and drawings provided in the Ebid system.
- 5.2 All equipment being bid must be new.
- 5.3 The Vendor is responsible for obtaining and paying of all fees and charges associated with permits or licenses required to complete the work for this project except for permit fees identified to be paid by the Owner.
- 5.4 Vendors will be given a location to park vehicles and stage equipment during the term of the project.
 - 5.4.1 The County shall not be liable for any damage or loss which may occur if the Vendor stages materials on the jobsite.
- 5.5 Vendor takes full responsibility for all their employees and any subcontractors who are hired to work on the project.

6. REMOVAL, DISPOSAL AND SITE RESTORATION

- 6.1 The Vendor shall remove from the site and dispose of all material, debris, installation materials and adhesives in accordance with all Local, State and Federal regulations.
 - 6.1.1 Vendors are strongly encouraged to recycle metal, concrete and any other material in order to reduce the amount of waste going to the City Landfill.
 - 6.1.2 Vendors must comply with the City of Lincoln cardboard recycle law which bans all cardboard from the City Landfill effective *April 1, 2018*

7. PROJECT COMPLETION AND WARRANTY

- 7.1 Completion of project which consists of removal of existing system and installation of new system shall be within thirty (30) to forty-five (45) days upon receipt of equipment.
- 7.2 Vendor must complete the project according to the agreed upon contract completion date which will be listed in the contract documents.
 - 7.2.1 Delays caused by the Owners or other factors not in the control of the Vendor will result in an extension of the project and an amendment to the contract.
- 7.3 All work performed under the terms of this bid and subsequent contract documents shall be guaranteed for a minimum period of one year from date of completion of the project or longer according to the terms of the manufacturers standard agreement.
- 7.4 Job shall be completed according to industry standards with approval of completion and final payment being made by the Owner's Representative.

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA

PURCHASING DIVISION

E-Bid

1. **BIDDING PROCEDURE**

- 1.1 Sealed bid, (formal and informal), subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing Lancaster County, hereinafter referred to as "County", 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.

2. **BID SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or Bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
 - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding 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 bidding documents, the bid attributes, the bid attachments, and the bid has been submitted in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. **INDEPENDENT PRICE DETERMINATION**

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

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 5.1 Bidders shall promptly notify the Purchasing Agent or designee of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 5.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent or designee at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 5.3 Changes made to the bidding 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.
- 5.4 Oral interpretations or changes to the bidding documents made in any manner other than written form, will not be binding on the County; and Bidders shall not rely upon such interpretations or changes.

6. ADDENDA

- 6.1 Addenda are instruments issued by the County prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 6.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 6.3 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.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the advertised date and the contract award, Bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

8. BRAND NAMES

- 8.1 Wherever in the specifications or 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 County that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the E-Bid form. Bidders MUST attach to its bid documents in the Vendor Attachment Section of the E-Bid, 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 and explain by item number from the bidding 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 County's 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 County.
- 9.2 Such demonstration can be at the County delivery location or a surrounding community.
- 9.3 If items are small and mailable, and 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 County 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. Time required for delivery is hereby made an essential element of the bid.
- 10.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. to the County at the location specified by the County, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Lancaster County employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items meet 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 County, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this bid 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 County; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the County reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 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 Lancaster County, Nebraska, as required by the bidding 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 County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsive, responsible Bidder whose bid will be most advantageous to the County, and as the County deems will best serve the requirements and interests of the County.
- 13.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.
- 13.6 In order to determine if the Bidder has the experience, qualification, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the County. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The County reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid 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, to the fullest extent allowed by law, the County, its agents, officers, employees and representatives from and against all claims, demands, suits, actions, payments, liability, judgements and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or injury to or destruction of tangible property, including the loss of use resulting therefrom, and that are caused in whole or in part by the Bidder, its employees, agents, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the sole negligence of the County, its agents, employees, or representatives.
- 14.2 In any and all claims against the County or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 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 County will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid 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.
- 16.3 The Bidder agrees to hold the County harmless from any claims resulting from the Bidder's unlawful disclosure or use of private or confidential information.

17. EQUIPMENT TAX ASSESSMENT

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

18. AFFIRMATIVE ACTION

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

20. EXECUTION OF CONTRACT

- 20.1 Depending on the type of service provided, one of the following methods will be employed. The method applicable to this contract will be checked below:
 - a. **PURCHASE ORDER**, unless otherwise noted.
 - 1. This contract shall consist of a 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. County will furnish 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 and dated.
 - 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
 - 3. The County will sign and date the Contract and submit the Contract to the County Board of Commissioners for approval and signature.
 - 4. Upon approval and signature, the County will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

- 21.1 The County is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

22. E-VERIFY

- 22.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

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

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

City of Lincoln Lancaster County Public Building Commission

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

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

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

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

Insurance; Coverage Information

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

Certificates

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

1. Commercial General Liability

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

1.1 Additional Insured (Requires an Endorsement Form)

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

1.2 Automobile Liability

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

1.3 Garage Keepers / Garage Liability

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

1.4 Workers' Compensation; Employers' Liability

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

1.5 Builder's Risk Insurance

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

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

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

1.6 Pollution Liability

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

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

1.7 Errors and Omissions; Professional Liability

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

1.8 Railroad Contractual Liability Insurance

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

1.8.1 Railroad Protective Liability

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

1.9 Cyber Insurance

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

2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

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

4. **Umbrella or Excess Liability**

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

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or

expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. Reservation of Rights

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

8. Sovereign Immunity

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

9. Further Contact

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

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

**Advertise 2 time
Friday, August 3, 2018
Friday, August 10, 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, Monday, August 17, 2018** for providing the following:

**Laundry Services Water System for County Corrections
Bid No. 18-211**

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

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