

**CONTRACT DOCUMENTS**

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

**Annual Supply  
HVAC Filters  
Bid No. 18-249**

**Lampe's Clean Air Specialists  
6666 Grover Street  
Omaha, NE 68106  
402-333-1116**

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

THIS CONTRACT, made and entered into by and between Lampe's Clean Air Specialists, 6666 Grover Street, Omaha, NE 68106, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

**HVAC Filters, Bid No. 18-249**

and,

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

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

**Agreement to full proposal**

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

**The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as-needed basis for the duration of the contract. The estimated cost of products or services for City Departments shall not exceed \$30,000.00 during the contract term without approval by the City of Lincoln. The estimated cost of products or services for County Agencies shall not exceed \$5,000.00 during the contract term without approval by the Board of Commissioners. The estimated cost of products or services for the Public Building Commission shall not exceed \$15,000.00 during the contract term without approval by the Board of the Public Building Commission.**

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission. 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. Audit Provision: The Contractor shall be subject to an audit and shall, upon request, make available to the Public Building Commission or a contract auditor hired by the Public Service Commission, copies of all financial and performance related records and materials related to this Agreement, as allowed by law.
9. Period of Performance. The term of the Contract shall be a one (1) year term beginning December 9, 2018 through December 8, 2019 with the option to renew for three (3) additional one (1) year terms upon mutual consent of both parties.
10. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Accepted Proposal/Response
  3. Addendum No. 1
  4. Specifications
  5. Special Provisions for Term Contract
  6. Instructions to Bidders
  7. Insurance Requirements
  8. Sales Tax Exemption Form 13(Note: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.)

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: [lincoln.ne.gov](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  
City of Lincoln-Lancaster County Public Building Commission Signature Page

**Vendor Signature Page**

**CONTRACT  
HVAC Filter  
Bid No. 18-249  
City of Lincoln, Lancaster County and  
City of Lincoln-Lancaster County Public Building Commission  
Lampe's Clean Air Specialists**

**EXECUTION BY CONTRACTOR**

**IF A CORPORATION:**

Attest:

Secretary

Seal

Lampe's Clean Air Specialists  
Name of Corporation

666 Grover St. Omaha, NE 68106  
Address

By: Jerry Lopez  
Duly Authorized Official

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

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**CONTRACT  
HVAC Filter  
Bid No. 18-249  
City of Lincoln, Lancaster County and  
City of Lincoln-Lancaster County Public Building Commission  
Lampe's Clean Air Specialists**

**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**

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**CONTRACT  
HVAC Filter  
Bid No. 18-249  
City of Lincoln, Lancaster County and  
City of Lincoln-Lancaster County Public Building Commission  
Lampe's Clean Air Specialists**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

dated \_\_\_\_\_

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

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**CONTRACT  
HVAC Filter  
Bid No. 18-249  
City of Lincoln, Lancaster County and  
City of Lincoln-Lancaster County Public Building Commission  
Lampe’s Clean Air Specialists**

**EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

ATTEST:

\_\_\_\_\_  
Public Building Commission Attorney

\_\_\_\_\_  
Chairperson, Public Building Commission

dated \_\_\_\_\_



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

Bid Information		Contact Information		Ship to Information
Bid Creator	Sharon Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68516	Address
Email	smulder@lincoln.ne.gov	Contact	Sharon Mulder Asst. Purchasing Agent	Contact
Phone	(402) 441-7428 x			
Fax	(402) 441-6513 x			
Bid Number	18-249 Addendum 1	Department		Department
Title	Annual Supply - HVAC Filters	Building		Building
Bid Type	Bid		Suite 200	Floor/Room
Issue Date	9/28/2018 12:00 PM (CT)	Floor/Room		Telephone
Close Date	10/12/2018 12:00:00 PM (CT)	Telephone	(402) 441-7428 x	Fax
		Fax	(402) 441 x6513	Email
		Email	smulder@lincoln.ne.gov	

## Supplier Information

Company	Lampe's Clean Air Specialists
Address	6666 Grover Street  Omaha, NE 68106
Contact	Jerry Lampe
Department	
Building	
Floor/Room	
Telephone	(402) 333-1116
Fax	(402) 333-1720
Email	jerry@laf.omhcoxmail.com
Submitted	10/10/2018 11:23:32 AM (CT)
Total	\$51,367.35

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

Signature Jerry Lampe Email jerry@laf.omhcoxmail.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	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	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
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
6	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. (a) Are your bid prices firm for the first one (1) year contract period. YES or NO _____ (b) Are your bid prices subject to escalation/de-escalation YES or NO _____ (c) If (b), state period for which prices will remain firm: through _____	(a) Yes, (b) yes (c) one year
7	Contact	Name of person submitting this bid:	Jerry Lamp
8	Delivery	State number of delivery days after receipt of order. FOB to locations throughout the City of Lincoln, NE. Delivery costs have been included in the unit cost for all Line Items.	Custom and non inventory items 10 - 12 working days, Stock item 2 - 3 days for order
9	Electronic Orders	Do you provide electronic ordering capability? Please explain the means to enhance the Owner's Electronic Ordering Capability?	Yes, e-mail jerry@laf.omhcoxml.com or text 402-203-0242
10	Re-stocking charge	Is there a restocking charge? If yes, what is its cost?	no
11	Credits/Pick-ups	How are credits and pick-ups handled for returned items?	credits are issued after return and inspection of product
12	Return Policy	What is your return policy?	We will pick up the product that needs to be returned.
13	Quantities	I acknowledge that the quantities listed for each line item are an estimated amount. The City/County does not guarantee any dollar amount or order quantities for the term of the contract.	Y

14	Purchase Order and Delivery Contact	The City/County Purchasing Department issues Purchase Orders via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the PO to be awarded.	Jerry Lampe , jerry@laf.omhcoxmail.com , 402-333-1116 , 6666 Grover Street Omaha, NE. 68106
15	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
16	HVAC Submitted Specifications	I acknowledge that attached are the current specifications for the HVAC filters bid.	Jerry Lampe
17	Usage Report	I acknowledge that the following usage reports may be required: Monthly usage summary report by item Year-to-Date usage summary report by item Monthly Department/Division Transaction Report.	Yes
18	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission.  If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
19	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 - <a href="http://lincoln.ne.gov/city/pworks/solid-waste/recycle/">http://lincoln.ne.gov/city/pworks/solid-waste/recycle/</a> for more information on City of Lincoln recycling programs.	Yes
20	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

- 21 U.S. Citizenship Attestation
- Is your company legally considered an Individual or Sole Proprietor: YES or NO no
- As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at:  
<http://www.sos.ne.gov/business/notary/citizenforminfo.html>
- All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.
- If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.
- 22 Electronic Signature Please check here for your electronic signature. Yes
- 23 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

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## Line Items

#	Qty	UOM	Description	Response
1	3	ea	Disposable Pleated Filter 8 x 15 x 1 (S)	\$1.65
			Item Notes:	
			Supplier Notes:	
2	1	ea	Disposable Pleated Filter 8-7/8 x 19-1/4 x 1 (S)	\$1.65
			Item Notes:	
			Supplier Notes:	
3	1	ea	Disposable Pleated Filter 8-7/8 x 33-5/8 x 1 (S)	\$2.65
			Item Notes:	
			Supplier Notes:	
4	12	ea	Disposable Pleated Filter 10 x 16 x 2 (S)	\$2.00
			Item Notes:	
			Supplier Notes:	
5	24	ea	Disposable Pleated Filter 10 x 20 x 1 (S)	\$2.40
			Item Notes:	
			Supplier Notes:	
6	30	ea	Disposable Pleated Filter 11 x 15 x 1 (S)	\$1.65
			Item Notes:	
			Supplier Notes:	
7	50	ea	Disposable Pleated Filter 12 x 12 x 1 (S)	\$2.40
			Item Notes:	
			Supplier Notes:	
8	36	ea	Disposable Pleated Filter 12 x 20 x 1 (S)	\$2.40
			Item Notes:	
			Supplier Notes:	

9	12	ea	Disposable Pleated Filter 12 x 20 x 2 (H/C)	\$2.90
			Item Notes:	
			Supplier Notes:	
10	36	ea	Disposable Pleated Filter 12 x 24 x 1 (S)	\$2.40
			Item Notes:	
			Supplier Notes:	
11	6	ea	Disposable Pleated Filter 12 x 24 x 1 (H/C)	\$2.80
			Item Notes:	
			Supplier Notes:	
12	192	ea	Disposable Pleated Filter 12 x 24 x 2 (H/C)	\$2.95
			Item Notes:	
			Supplier Notes:	
13	50	ea	Disposable Pleated Filter 12 x 24 x 2 (S)	\$2.55
			Item Notes:	
			Supplier Notes:	
14	130	ea	Disposable Pleated Filter 12 x 28 x 1 (S)	\$4.00
			Item Notes:	
			Supplier Notes:	
15	6	ea	Disposable Pleated Filter 12 x 30 x 1 (S)	\$4.00
			Item Notes:	
			Supplier Notes:	
16	24	ea	Disposable Pleated Filter 14 x 16 x 1 (S)	\$2.40
			Item Notes:	
			Supplier Notes:	

17	36	ea	Disposable Pleated Filter 14 x 20 x 2 (H/C)	\$2.95
			Item Notes:	
			Supplier Notes:	
18	6	ea	Disposable Pleated Filter 14 x 22 x 1 (S)	\$2.90
			Item Notes:	
			Supplier Notes:	
19	3	ea	Disposable Pleated Filter 14 x 22 x 2 (S)	\$2.75
			Item Notes:	
			Supplier Notes:	
20	3	ea	Disposable Pleated Filter 14 x 25 x 1 (S)	\$2.65
			Item Notes:	
			Supplier Notes:	
21	6	ea	Disposable Pleated Filter 15 x 15 x 1 (S)	\$2.40
			Item Notes:	
			Supplier Notes:	
22	3	ea	Disposable Pleated Filter 15 x 20 x 1 (S)	\$2.40
			Item Notes:	
			Supplier Notes:	
23	12	ea	Disposable Pleated Filter 15 x 23 x 1 (H/C)	\$3.60
			Item Notes:	
			Supplier Notes:	
24	36	ea	Disposable Pleated Filter 15 x 25 x 1 (H/C)	\$3.60
			Item Notes:	
			Supplier Notes:	

25	24	ea	Disposable Pleated Filter 16 x 16 x 2 (S)	\$3.35
			Item Notes:	
			Supplier Notes:	
26	39	ea	Disposable Pleated Filter 16 x 20 x 1 (S)	\$2.40
			Item Notes:	
			Supplier Notes:	
27	108	ea	Disposable Pleated Filter 16 x 20 x 1 (H/C)	\$2.80
			Item Notes:	
			Supplier Notes:	
28	122	ea	Disposable Pleated Filter 16 x 20 x 2 (S)	\$2.55
			Item Notes:	
			Supplier Notes:	
29	48	ea	Disposable Pleated Filter 16 x 24 x 1 (H/C)	\$3.05
			Item Notes:	
			Supplier Notes:	
30	4	ea	Disposable Pleated Filter 16 x 24 x 2 (S)	\$2.80
			Item Notes:	
			Supplier Notes:	
31	24	ea	Disposable Pleated Filter 16 x 24 x 4 (S)	\$7.25
			Item Notes:	
			Supplier Notes:	
32	4	ea	Disposable Pleated Filter 16.5 x 24 x 2 (S)	\$3.10
			Item Notes:	
			Supplier Notes:	



33	48	ea	Disposable Pleated Filter 16 x 25 x 1 (S)	\$2.65
			Item Notes:	
			Supplier Notes:	
34	12	ea	Disposable Pleated Filter 16 x 25 x 1 (H/C)	\$3.05
			Item Notes:	
			Supplier Notes:	
35	40	ea	Disposable Pleated Filter 16 x 25 x 2 (S)	\$2.80
			Item Notes:	
			Supplier Notes:	
36	120	ea	Disposable Pleated Filter 16 x 25 x 2 (H/C)	\$3.35
			Item Notes:	
			Supplier Notes:	
37	96	ea	Disposable Pleated Filter 16 x 30 x 1 (S)	\$3.55
			Item Notes:	
			Supplier Notes:	
38	3	ea	Disposable Pleated Filter 16 x 32 x 2 (S)	\$4.75
			Item Notes:	
			Supplier Notes:	
39	63	ea	Disposable Pleated Filter 17 x 17 x 1 (S)	\$3.15
			Item Notes:	
			Supplier Notes:	
40	12	ea	Disposable Pleated Filter 17 x 23 x 1 (S)	\$3.30
			Item Notes:	
			Supplier Notes:	

41	24	ea	Disposable Pleated Filter 17 x 26 x 1 (H/C)	\$3.85
			Item Notes:	
			Supplier Notes:	
42	33	ea	Disposable Pleated Filter 17 x 35 x 1 (S)	\$4.90
			Item Notes:	
			Supplier Notes:	
43	12	ea	Disposable Pleated Filter 18 x 18 x 1 (S)	\$3.00
			Item Notes:	
			Supplier Notes:	
44	108	ea	Disposable Pleated Filter 18 x 20 x 2 (S)	\$3.90
			Item Notes:	
			Supplier Notes:	
45	36	ea	Disposable Pleated Filter 18-1/4 x 21-1/2 x 2 (S)	\$4.40
			Item Notes:	
			Supplier Notes:	
46	54	ea	Disposable Pleated Filter 18 x 24 x 2 (S)	\$3.10
			Item Notes:	
			Supplier Notes:	
47	48	ea	Disposable Pleated Filter 18 x 24 x 4 (S)	\$5.50
			Item Notes:	
			Supplier Notes:	
48	24	ea	Disposable Pleated Filter 18 x 25 x 1 (H/C)	\$3.30
			Item Notes:	
			Supplier Notes:	

49	12	ea	Disposable Pleated Filter 18 x 25 x 2 (S)	\$4.35
			Item Notes:	
			Supplier Notes:	
50	24	ea	Disposable Pleated Filter 18 x 30 x 1 (H/C)	\$3.80
			Item Notes:	
			Supplier Notes:	
51	6	ea	Disposable Pleated Filter 18 x 36 x 1 (S)	\$4.95
			Item Notes:	
			Supplier Notes:	
52	12	ea	Disposable Pleated Filter 19 x 25 x 1 (S)	\$3.70
			Item Notes:	
			Supplier Notes:	
53	6	ea	Disposable Pleated Filter 19 x 30 x 1 (S)	\$4.95
			Item Notes:	
			Supplier Notes:	
54	21	ea	Disposable Pleated Filter 19 x 38 x 1 (S)	\$5.20
			Item Notes:	
			Supplier Notes:	
55	9	ea	Disposable Pleated Filter 19 x 44 x 1 (S)	\$5.50
			Item Notes:	
			Supplier Notes:	
56	234	ea	Disposable Pleated Filter 20 x 20 x 2 (S)	\$2.80
			Item Notes:	
			Supplier Notes:	

57	12	ea	Disposable Pleated Filter 20 x 20 x 1 (S)	\$2.60
			Item Notes:	
			Supplier Notes:	
58	696	ea	Disposable Pleated Filter 20 x 20 x 2 (H/C)	\$3.30
			Item Notes:	
			Supplier Notes:	
59	6	ea	Disposable Pleated Filter 20 x 22 x 1 (H/C)	\$3.30
			Item Notes:	
			Supplier Notes:	
60	60	ea	Disposable Pleated Filter 20 x 22.5 x 1 (S)	\$2.90
			Item Notes:	
			Supplier Notes:	
61	3	ea	Disposable Pleated Filter 20 x 24 x 1 (S)	\$2.90
			Item Notes:	
			Supplier Notes:	
62	126	ea	Disposable Pleated Filter 20 x 24 x 2 (S)	\$2.75
			Item Notes:	
			Supplier Notes:	
63	36	ea	Disposable Pleated Filter 20 x 25 x 1 (S)	\$2.90
			Item Notes:	
			Supplier Notes:	
64	1,020	ea	Disposable Pleated Filter 20 x 25 x 2 (H/C)	\$3.80
			Item Notes:	
			Supplier Notes:	

65	152	ea	Disposable Pleated Filter 20 x 25 x 2 (S)	\$2.75
			Item Notes:	
			Supplier Notes:	
66	36	ea	Disposable Pleated Filter 20 x 30 x 1 (S)	\$3.40
			Item Notes:	
			Supplier Notes:	
67	24	ea	Disposable Pleated Filter 20 x 30 x 2 (S)	\$3.80
			Item Notes:	
			Supplier Notes:	
68	144	ea	Disposable Pleated Filter 21-1/8 x 21-3/8 x 1 (S)	\$3.40
			Item Notes:	
			Supplier Notes:	
69	24	ea	Disposable Pleated Filter 21 x 22 x 1 (S)	\$3.70
			Item Notes:	
			Supplier Notes:	
70	44	ea	Disposable Pleated Filter 22 x 29 x 2 (S)	\$5.80
			Item Notes:	
			Supplier Notes:	
71	8	ea	Disposable Pleated Filter 24 x 12 x 2 (S)	\$2.55
			Item Notes:	
			Supplier Notes:	
72	38	ea	Disposable Pleated Filter 24 x 20 x 2 (S)	\$3.15
			Item Notes:	
			Supplier Notes:	

73	48	ea	Disposable Pleated Filter 24 x 24 x 1 (H/C)	\$3.65
			Item Notes:	
			Supplier Notes:	
74	793	ea	Disposable Pleated Filter 24 x 24 x 2 (H/C)	\$4.35
			Item Notes:	
			Supplier Notes:	
75	300	ea	Disposable Pleated Filter 24 x 24 x 2 (S)	\$3.45
			Item Notes:	
			Supplier Notes:	
76	6	ea	Disposable Pleated Filter 24 x 25 x 2 (S)	\$3.80
			Item Notes:	
			Supplier Notes:	
77	48	ea	Disposable Pleated Filter 24 x 28 x 1 (S)	\$7.75
			Item Notes:	
			Supplier Notes:	
78	24	ea	Disposable Pleated Filter 25 x 25 x 2 (S)	\$3.80
			Item Notes:	
			Supplier Notes:	
79	24	ea	Disposable Pleated Filter 25 x 25 x 1 (S)	\$3.40
			Item Notes:	
			Supplier Notes:	
80	1	ea	Disposable Pleated Filter 26 x 12 x 1 (S)	\$3.00
			Item Notes:	
			Supplier Notes:	

81	12	ea	Disposable Pleated Filter 28 x 30 x 1 (S)	\$7.50
			Item Notes:	
			Supplier Notes:	
82	40	ea	Disposable Pleated Filter 24 x 24 x 6 (MERV-14)	\$39.75
			Item Notes:	
			Supplier Notes:	
83	12	ea	Vericel Filter 12 x 24 x 12 (MERV-11)	\$50.55
			Item Notes:	
			Supplier Notes:	
84	27	ea	Vericel Filter 20 x 20 x 12 (MERV-11)	\$63.75
			Item Notes:	
			Supplier Notes:	
85	8	ea	Vericel Filter 20 x 24 x 12 (MERV-11)	\$69.80
			Item Notes:	
			Supplier Notes:	
86	4	ea	Vericel Filter 24 x 12 x 12 (MERV-11)	\$50.55
			Item Notes:	
			Supplier Notes:	
87	19	ea	Vericel Filter 24 x 20 x 12 (MERV-11)	\$69.80
			Item Notes:	
			Supplier Notes:	
88	119	ea	Vericel Filter 24 x 24 x 12 (MERV-11)	\$69.80
			Item Notes:	
			Supplier Notes:	

89	40	ea	Disposal Pleated Filter 16 x 25 x 4 (MERV-13)	\$10.75
			Item Notes:	
			Supplier Notes:	
90	20	ea	Disposal Pleated Filter 20 x 25 x 4 (MERV-13)	\$13.35
			Item Notes:	
			Supplier Notes:	
91	6	ea	Disposal Pleated Filter 20 x 20 x 4 (MERV-13)	\$11.50
			Item Notes:	
			Supplier Notes:	
92	30	ea	Disposal Pleated Filter 20 x 24 x 4 (MERV-13)	\$13.35
			Item Notes:	
			Supplier Notes:	
93	12	ea	Disposal Pleated Filter 24 x 24 x 4 (MERV-13)	\$14.65
			Item Notes:	
			Supplier Notes:	
94	2	EA	Resuable Medium Element Can be cleaned and reused up to six (6) times 24 x 24 x 2 (H/E) 2000 dfm/.40 w.g.	\$191.75
			Item Notes: Equal or better than Stoddard Silencers Inc P/N F2-106	
			Supplier Notes:	
95	16	EA	Carbon Trays, 12 x 12 x 12	\$121.75
			Item Notes:	
			Supplier Notes:	
96	16	ea	Rigid Cell Filter 20 x 20 x 12	\$47.75
			Item Notes:	
			Supplier Notes:	



97	16	ea	Rigid Cell Filter 24 x 24 x 12	\$56.20
Item Notes:				
Supplier Notes:				
98	66	ea	GEO Filter 24 x 24 x 4	\$55.50
Manufacturer #: 21616				
Item Notes:				
Supplier Notes:				
99	93	ea	GEO Filter 24 x 12 x 4	\$37.50
Manufacturer #: 21613				
Item Notes:				
Supplier Notes:				
100	48	ea	GEO Filter 24 x 20 x 4	\$50.05
Manufacturer #: 21623				
Item Notes:				
Supplier Notes:				
101	6	ea	GEO Filter 20 x 20 x 4	\$48.75
Manufacturer #: 21614				
Item Notes:				
Supplier Notes:				
102	12	ea	GEO Filter 16 x 20 x 4	\$45.65
Item Notes:				
Supplier Notes:				
103	12	ea	GEO Filter 20 x 20 x 4 (MERV-14)	\$48.75
Manufacturer #: 21622				
Item Notes:				
Supplier Notes:				



<u>Line No</u>	<u>Description</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>	<u>Extended Price</u>
1	Disposable Pleated Filter 8 x 15 x 1 (S)	3	ea	\$1.65	\$4.95
	<b>Commodity: HVAC: Equipment, Machinery, and Supplies (air condition, heating, refrigerants, etc.)</b>				
2	Disposable Pleated Filter 8-7/8 x 19-1/4 x 1 (S)	1	ea	\$1.65	\$1.65
	<b>Commodity: Industrial Cleaning: Equipment, Supplies, and Services</b>				
3	Disposable Pleated Filter 8-7/8 x 33-5/8 x 1 (S)	1	ea	\$2.65	\$2.65
4	Disposable Pleated Filter 10 x 16 x 2 (S)	12	ea	\$2.00	\$24.00
	<b>Commodity: Industrial Cleaning: Equipment, Supplies, and Services</b>				
5	Disposable Pleated Filter 10 x 20 x 1 (S)	24	ea	\$2.40	\$57.60
6	Disposable Pleated Filter 11 x 15 x 1 (S)	30	ea	\$1.65	\$49.50
7	Disposable Pleated Filter 12 x 12 x 1 (S)	50	ea	\$2.40	\$120.00
8	Disposable Pleated Filter 12 x 20 x 1 (S)	36	ea	\$2.40	\$86.40
9	Disposable Pleated Filter 12 x 20 x 2 (H/C)	12	ea	\$2.90	\$34.80
10	Disposable Pleated Filter 12 x 24 x 1 (S)	36	ea	\$2.40	\$86.40
11	Disposable Pleated Filter 12 x 24 x 1 (H/C)	6	ea	\$2.80	\$16.80
12	Disposable Pleated Filter 12 x 24 x 2 (H/C)	192	ea	\$2.95	\$566.40
13	Disposable Pleated Filter 12 x 24 x 2 (S)	50	ea	\$2.55	\$127.50
14	Disposable Pleated Filter 12 x 28 x 1 (S)	130	ea	\$4.00	\$520.00
15	Disposable Pleated Filter 12 x 30 x 1 (S)	6	ea	\$4.00	\$24.00
16	Disposable Pleated Filter 14 x 16 x 1 (S)	24	ea	\$2.40	\$57.60
17	Disposable Pleated Filter 14 x 20 x 2 (H/C)	36	ea	\$2.95	\$106.20
18	Disposable Pleated Filter 14 x 22 x 1 (S)	6	ea	\$2.90	\$17.40
19	Disposable Pleated Filter 14 x 22 x 2 (S)	3	ea	\$2.75	\$8.25
20	Disposable Pleated Filter 14 x 25 x 1 (S)	3	ea	\$2.65	\$7.95
21	Disposable Pleated Filter 15 x 15 x 1 (S)	6	ea	\$2.40	\$14.40
22	Disposable Pleated Filter 15 x 20 x 1 (S)	3	ea	\$2.40	\$7.20
23	Disposable Pleated Filter 15 x 23 x 1 (H/C)	12	ea	\$3.60	\$43.20
24	Disposable Pleated Filter 15 x 25 x 1 (H/C)	36	ea	\$3.60	\$129.60
25	Disposable Pleated Filter 16 x 16 x 2 (S)	24	ea	\$3.35	\$80.40
26	Disposable Pleated Filter 16 x 20 x 1 (S)	39	ea	\$2.40	\$93.60
27	Disposable Pleated Filter 16 x 20 x 1 (H/C)	108	ea	\$2.80	\$302.40
28	Disposable Pleated Filter 16 x 20 x 2 (S)	122	ea	\$2.55	\$311.10
29	Disposable Pleated Filter 16 x 24 x 1 (H/C)	48	ea	\$3.05	\$146.40
30	Disposable Pleated Filter 16 x 24 x 2 (S)	4	ea	\$2.80	\$11.20
31	Disposable Pleated Filter 16 x 24 x 4 (S)	24	ea	\$7.45	\$178.80
32	Disposable Pleated Filter 16.5 x 24 x 2 (S)	4	ea	\$3.10	\$12.40
33	Disposable Pleated Filter 16 x 25 x 1 (S)	48	ea	\$2.65	\$127.20
34	Disposable Pleated Filter 16 x 25 x 1 (H/C)	12	ea	\$3.05	\$36.60
35	Disposable Pleated Filter 16 x 25 x 2 (S)	40	ea	\$2.80	\$112.00
36	Disposable Pleated Filter 16 x 25 x 2 (H/C)	120	ea	\$3.35	\$402.00
37	Disposable Pleated Filter 16 x 30 x 1 (S)	96	ea	\$3.55	\$340.80
38	Disposable Pleated Filter 16 x 32 x 2 (S)	3	ea	\$4.75	\$14.25
39	Disposable Pleated Filter 17 x 17 x 1 (S)	63	ea	\$3.15	\$198.45
40	Disposable Pleated Filter 17 x 23 x 1 (S)	12	ea	\$3.30	\$39.60
41	Disposable Pleated Filter 17 x 26 x 1 (H/C)	24	ea	\$3.85	\$92.40
42	Disposable Pleated Filter 17 x 35 x 1 (S)	33	ea	\$4.90	\$161.70
43	Disposable Pleated Filter 18 x 18 x 1 (S)	12	ea	\$3.00	\$36.00
44	Disposable Pleated Filter 18 x 20 x 2 (S)	108	ea	\$3.90	\$421.20
45	Disposable Pleated Filter 18-1/4 x 21-1/2 x 2 (S)	36	ea	\$4.40	\$158.40
46	Disposable Pleated Filter 18 x 24 x 2 (S)	54	ea	\$3.10	\$167.40
47	Disposable Pleated Filter 18 x 24 x 4 (S)	48	ea	\$5.50	\$264.00

48	Disposable Pleated Filter 18 x 25 x 1 (H/C)	24	ea	\$3.30	\$79.20
49	Disposable Pleated Filter 18 x 25 x 2 (S)	12	ea	\$4.35	\$52.20
50	Disposable Pleated Filter 18 x 30 x 1 (H/C)	24	ea	\$3.80	\$91.20
51	Disposable Pleated Filter 18 x 36 x 1 (S)	6	ea	\$4.95	\$29.70
52	Disposable Pleated Filter 19 x 25 x 1 (S)	12	ea	\$3.70	\$44.40
53	Disposable Pleated Filter 19 x 30 x 1 (S)	6	ea	\$4.95	\$29.70
54	Disposable Pleated Filter 19 x 38 x 1 (S)	21	ea	\$5.20	\$109.20
55	Disposable Pleated Filter 19 x 44 x 1 (S)	9	ea	\$5.50	\$49.50
56	Disposable Pleated Filter 20 x 20 x 2 (S)	234	ea	\$2.80	\$655.20
57	Disposable Pleated Filter 20 x 20 x 1 (S)	12	ea	\$2.60	\$31.20
58	Disposable Pleated Filter 20 x 20 x 2 (H/C)	696	ea	\$3.30	\$2,296.80
59	Disposable Pleated Filter 20 x 22 x 1 (H/C)	6	ea	\$3.30	\$19.80
60	Disposable Pleated Filter 20 x 22.5 x 1 (S)	60	ea	\$2.90	\$174.00
61	Disposable Pleated Filter 20 x 24 x 1 (S)	3	ea	\$2.90	\$8.70
62	Disposable Pleated Filter 20 x 24 x 2 (S)	126	ea	\$2.75	\$346.50
63	Disposable Pleated Filter 20 x 25 x 1 (S)	36	ea	\$2.90	\$104.40
64	Disposable Pleated Filter 20 x 25 x 2 (H/C)	1020	ea	\$3.80	\$3,876.00
65	Disposable Pleated Filter 20 x 25 x 2 (S)	152	ea	\$2.75	\$418.00
66	Disposable Pleated Filter 20 x 30 x 1 (S)	36	ea	\$3.40	\$122.40
67	Disposable Pleated Filter 20 x 30 x 2 (S)	24	ea	\$3.80	\$91.20
68	Disposable Pleated Filter 21-1/8 x 21-3/8 x 1 (S)	144	ea	\$3.40	\$489.60
69	Disposable Pleated Filter 21 x 22 x 1 (S)	24	ea	\$3.70	\$88.80
70	Disposable Pleated Filter 22 x 29 x 2 (S)	44	ea	\$5.80	\$255.20
71	Disposable Pleated Filter 24 x 12 x 2 (S)	8	ea	\$2.55	\$20.40
72	Disposable Pleated Filter 24 x 20 x 2 (S)	38	ea	\$3.15	\$119.70
73	Disposable Pleated Filter 24 x 24 x 1 (H/C)	48	ea	\$3.65	\$175.20
74	Disposable Pleated Filter 24 x 24 x 2 (H/C)	793	ea	\$4.35	\$3,449.55
75	Disposable Pleated Filter 24 x 24 x 2 (S)	300	ea	\$3.45	\$1,035.00
76	Disposable Pleated Filter 24 x 25 x 2 (S)	6	ea	\$3.80	\$22.80
77	Disposable Pleated Filter 24 x 28 x 1 (S)	48	ea	\$8.00	\$384.00
78	Disposable Pleated Filter 25 x 25 x 2 (S)	24	ea	\$3.80	\$91.20
79	Disposable Pleated Filter 25 x 25 x 1 (S)	24	ea	\$3.40	\$81.60
80	Disposable Pleated Filter 26 x 12 x 1 (S)	1	ea	\$3.25	\$3.25
81	Disposable Pleated Filter 28 x 30 x 1 (S)	12	ea	\$7.65	\$91.80
82	Disposable Pleated Filter 24 x 24 x 6 (MERV-14)	40	ea	\$39.75	\$1,590.00
83	Vericel Filter 12 x 24 x 12 (MERV-11)	12	ea	\$50.55	\$606.60
84	Vericel Filter 20 x 20 x 12 (MERV-11)	27	ea	\$63.75	\$1,721.25
85	Vericel Filter 20 x 24 x 12 (MERV-11)	8	ea	\$69.80	\$558.40
86	Vericel Filter 24 x 12 x 12 (MERV-11)	4	ea	\$50.55	\$202.20
87	Vericel Filter 24 x 20 x 12 (MERV-11)	19	ea	\$69.80	\$1,326.20
88	Vericel Filter 24 x 24 x 12 (MERV-11)	119	ea	\$69.80	\$8,306.20
89	Disposal Pleated Filter 16 x 25 x 4 (MERV-13)	40	ea	\$10.75	\$430.00
90	Disposal Pleated Filter 20 x 25 x 4 (MERV-13)	20	ea	\$13.35	\$267.00
91	Disposal Pleated Filter 20 x 20 x 4 (MERV-13)	6	ea	\$11.50	\$69.00
92	Disposal Pleated Filter 20 x 24 x 4 (MERV-13)	30	ea	\$13.35	\$400.50
93	Disposal Pleated Filter 24 x 24 x 4 (MERV-13)	12	ea	\$14.65	\$175.80
94	Resuable	2	EA	\$194.25	\$388.50
	<b>Medium Element</b>				
	<b>Can be cleaned and reused up to six (6) times</b>				
	<b>24 x 24 x 2 (H/E)</b>				
	<b>2000 dfm/.40 w.g.</b>				
	<b>Item Notes: Equal or better than Stoddard Silencers Inc P/N F2-106</b>				

95	Carbon Trays, 12 x 12 x 12	16	EA	\$121.75	\$1,948.00
96	Rigid Cell Filter 20 x 20 x 12	16	ea	\$47.75	\$764.00
97	Rigid Cell Filter 24 x 24 x 12	16	ea	\$56.20	\$899.20
98	GEO Filter 24 x 24 x 4	66	ea	\$55.50	\$3,663.00
	<b>Manufacturer #: 21616</b>				
99	GEO Filter 24 x 12 x 4	93	ea	\$37.50	\$3,487.50
	<b>Manufacturer #: 21613</b>				
100	GEO Filter 24 x 20 x 4	48	ea	\$50.05	\$2,402.40
	<b>Manufacturer #: 21623</b>				
101	GEO Filter 20 x 20 x 4	6	ea	\$48.75	\$292.50
	<b>Manufacturer #: 21614</b>				
102	GEO Filter 16 x 20 x 4	12	ea	\$45.65	\$547.80
103	GEO Filter 20 x 20 x 4 (MERV-14)	12	ea	\$48.75	\$585.00
	<b>Manufacturer #: 21622</b>				

<b>Total</b>	<b>\$</b>	<b>51,391.20</b>
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**SPECIFICATIONS  
FOR  
HVAC FILTERS**

**1. SUPPLEMENTAL INSTRUCTIONS**

- 1.1 Furnish and deliver HVAC filters as ordered by the various departments and agencies of the City of Lincoln, Lancaster County and the City of Lincoln-Lancaster County Public Building Commission.
- 1.2 Contractor shall provide technical assistance upon request by any department or agency regarding replacement schedules and other requirements for specific applications.
- 1.3 Submit current specifications for HVAC filters being bid with proposal form.
- 1.4 Contract will be awarded to the Vendor whose bid substantially meets all of the required specifications, duties, terms and conditions as defined in this request.
- 1.5 The Owner will award the contract to the Vendor who is the lowest, responsible, responsive bidder and whose bid will be most advantageous to the Owner.
- 1.6 Pricing shall include the supply and delivery of the filters being bid.
  - 1.6.1 Delivery for the Water Resource Recovery facility (formerly known as Wastewater Theresa Street facility) shall be delivered and stacked in the designated inventory places.
- 1.7 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.8 Vendor must submit their bid and all attachments via the City/County e-bid system.
  - 1.8.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Dept.
  - 1.8.2 To register, go to the City of Lincoln website; [lincoln.ne.gov](http://lincoln.ne.gov) type e-bid in search box click on "supplier registration" follow instructions to completion.
- 1.9 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Sharon Mulder, Asst. Purchasing Agent ([smulder@lincoln.ne.gov](mailto:smulder@lincoln.ne.gov)) or fax: (402) 441-6513.
  - 1.9.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
  - 1.9.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
  - 1.9.3 No direct contact is allowed between Vendor and other City/County staff throughout the bid process.
    - 1.9.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.10 Term of contract shall be for one (1) year with the option to renew for three (3) additional one (1) year terms upon mutual consent of both parties.

- 1.11 HVAC filters will be ordered on an as-needed basis by various departments within the owners.
- 1.12 Quantities listed are estimated for an annual usage.
- 1.13 The City of Lincoln, Lancaster County and City of Lincoln-Lancaster County Public Building Commission has the right to add additional filters currently not listed on the bid document as any need requires it.

## **2. DISPOSABLE PLEATED FILTER**

- 2.1 Filters shall be classified Class 2 according to UL-900 and able to process air up to 200 degrees F.
- 2.2 Filters shall be available in **(S) Standard (MERV 8), (H/C) High Capacity (MERV 10), MERV 13 and MERV 14** configurations and available in nominal depths of 1, 2 and 4 inches.
- 2.3 Filter media shall be 100% synthetic and unable to support microbial growth.
- 2.4 Frame shall be a heavy duty, high strength, moisture resistant, recycled paper or beverage board with a cross-member design that increases rigidity and prevents breaching.
- 2.5 Filters shall have an expanded metal support grid bonded to the air exiting side of the filter to maintain pleat uniformity and to prevent fluttering.
- 2.6 All filters shall have a final resistance of 1.0" w.g.
  - 2.6.1 Standard **(S)** 1" filters initial resistance shall not exceed .18" w.g. at 375 fpm.
  - 2.6.2 High capacity **(H/C)** 1" filters initial resistance shall not exceed .15" w.g. at 375 fpm.
  - 2.6.3 Standard **(S)** 2" filters initial resistance shall not exceed .19" w.g. at 500 fpm.
  - 2.6.4 High capacity **(H/C)** 2" filters initial resistance shall not exceed .17" w.g. at 500 fpm.
  - 2.6.5 Merv 13, 4" filters initial resistance shall not exceed .23" at 500 fpm.
- 2.7 Vericel, Merv 11 filters.

## **3. INVOICES AND PAYMENT**

- 3.1 All orders shall be billed to the individual City of Lincoln, Lancaster County, and City of Lincoln-Lancaster County Public Building Commission agency placing the order.
- 3.2 Vendor must verify the identity of the person placing an order and receive an authorized signature for all filters picked up and/or delivered. (No exceptions).
- 3.3 Payment shall be made to vendor based on statements listing the ordering agency, order number and name listed as valid signature received.

## **4. CONTRACTOR INSURANCE**

- 4.1 **Vendor shall review insurance requirements attached in the bid prior to submitting bid with their agent for the City of Lincoln-Lancaster**

**County City Public Building Commission requirements.**

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



**ADDENDUM #1**  
**Issue Date:**  
**10/9/2018**  
**Bid No. 18-249**  
**ANNUAL SUPPLY – HVAC FILTERS**

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 bidding documents:

**ADDITIONS**

- 1) Attached a line item spreadsheet for an option to submit bids. If submitting the spreadsheet, please attach to the Vendor's Response Attachment Section of the E-bid.

**END OF ADDENDA NO. 1**

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

Sharon Mulder  
Assistant 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, Public Building Commission

E-Bid

### 1. BIDDING PROCEDURE

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

**20. EXECUTION OF AGREEMENT**

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

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

1. This Contract shall consist of a City of Lincoln, Lancaster County and City-County Public Building Commission Purchase Order.

2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.

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

1. City, County and City-County Public Building Commission will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.

2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).

3. The City, County and City-County Public Building Commission will sign and date the Contract.

4. Upon approval and signature, the City, County and City-County Public Building Commission will return one copy to the successful Bidder.

**21. TAXES AND TAX EXEMPTION CERTIFICATE**

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

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

**22. CITY AUDIT ADVISORY BOARD**

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

**23. E-VERIFY**

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

**Advertise 2 times  
Friday, September 28, 2018  
Friday, October 5, 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, October 12, 2018** for providing the following:

**Annual Supply – HVAC Filters  
Bid No. 18-249**

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)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2018

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> The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> 402-861-7000		<b>FAX (A/C. No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A:</b> Le Mars Insurance Company			
<b>INSURER B:</b>			
<b>INSURER C:</b>			
<b>INSURER D:</b>			
<b>INSURER E:</b>			
<b>INSURER F:</b>			

**INSURED** LAM59221  
 Lampe's Clean Air Filter Sales & Service Inc  
 DBA Lampe's Clean Air Specialists  
 6666 Grover St  
 Omaha NE 68106

**COVERAGES**

CERTIFICATE NUMBER: 1225212134

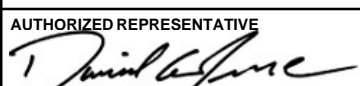
REVISION NUMBER:

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	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BOR913713800	8/4/2018	8/4/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CLR9137138	8/4/2018	8/4/2019	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 <input checked="" type="checkbox"/> RETENTION \$ 0			CXR913713800	8/4/2018	8/4/2019	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
A	<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	N/A	WCL913713800	8/4/2018	8/4/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission are Additional Insured regarding general liability and auto liability if required by written contract executed prior to loss. Waiver of Subrogation applies for workers compensation if required by written contract executed prior to loss. The General Liability, Auto Liability, Workers' Compensation and Umbrella policies have been endorsed to provide 30 days notice of cancellation, except for cancellation for nonpayment of premium, in which case 10 days notice of cancellation will be provided.

**CERTIFICATE HOLDER****CANCELLATION**

City of Lincoln Lancaster County Lincoln-Lancaster County Public Bldg Commission 555 S 10th St Lincoln NE 68508	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 
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**POLICY CHANGES**  
 (continued)

**SUPPLEMENTAL DECLARATIONS**

<b>AU 102 05 91</b>		<b>Manuscript Endorsement - Donegal</b>	
It is hereby agreed and understood the additional insured (per form CA 2048) and notice of cancellation to third parties (per form ILD 9007) reads as follows:			
City of Lincoln, Lancaster County, Lincoln-Lancaster Co Public Bldg Commission			
		Premium	\$0

<b>CA 20 48 02 99</b>		<b>Designated Insured</b>	
<b>Name of Person(s) or Organization(s)</b>	City Of Lincoln 555 S 10th St Lincoln NE 68508		

<b>ILD 90 07 03 11</b>		<b>Notice of Cancellation to Third Party</b>	
<b>Name of Person or Organization and Mailing Address</b>		<b>Number of Days Notice</b>	
City Of Lincoln 555 S 10th St Lincoln NE 68508		30	



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

**DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

**SCHEDULE**

**Name of Person(s) or Organization(s):**

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

**Schedule of Additional Interests**

<b>Type</b>	<b>Name and Address</b>	<b>Endorsement</b>
Loss Payee Premises 1 - Building 1	First National Bank 1620 Dodge St 1030 Stop Code Omaha NE 68197	BP 12 03 06/89
Additional Insured Designated Person Or Organization In Written Contract Or Agreement	City Of Lincoln Lancaster County 555 S 10th St Lincoln NE 68508	BPD 04 48 09/12
Additional Insured Designated Person Or Organization In Written Contract Or Agreement	Burke Street Ventures LP c/o Twenty Five C, LLC 14921 Industrial Rd Omaha NE 68144	BPD 04 48 09/12

**Form, Coverage and Endorsement Supplemental Information****AU-102 (05-91) General Amending Endorsement**

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE ADDITIONAL INSURED (BPD0448) SHALL READ AS FOLLOWS:

CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA & LINCOLN- LANASTER COUNTY PUBLIC BUILDING COMMISSION

**AU-102 (05-91) General Amending Endorsement**

It is hereby agreed & understood that form BPD 0448 shall read as follows: City Of Lincoln, Lancaster County and the Lincoln-Lancaster County Public Building Commission

**AU-102 (05-91) General Amending Endorsement**

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE FORM BPD0448 SHOULD READ AS FOLLOWS: CITY OF LINCOLN, LANCASTER COUNTY AND LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

**BP 12 03 (06-89) Loss Payable Provisions**

Premises No:	Building No:	Loss Payee (Name and Address)	Provision Applicable (Indicate Paragraph A, B or C)
1	1	First National Bank 1620 Dodge St 1030 Stop Code Omaha NE 68197	Provision Paragraph (A) - Loss Payable
Description of Property: BUSINESS PERSONAL PROPERTY			

**ILD 90 70 (10-17) Employment Practices Liability Insurance Coverage Endorse**

<b>EPL Coverage Period:</b>	From:08/04/2018 To:08/04/2019	At 12:01 A.M. at the "named insured's" mailing address shown on the Declarations page of this policy
<b>EPL Aggregate Limit of Liability:</b>	\$100,000	Annual aggregate for all "loss" combined, including "defense costs".
<b>EPL Deductible Amount:</b>	\$5,000	For "loss" arising from claims or suits alleging the same "wrongful employment act" or "related wrongful employment acts".
<b>Third Party Violations Coverage:</b>	Not Applicable	If "Included" is shown in this box, then coverage for "third party violations" has been paid for and coverage is in force. Otherwise, there is no coverage available for "third party violations".

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

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION  
IN WRITTEN CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

**SCHEDULE\***

**Name Of Person Or Organization:**

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

- I. The following provisions apply with respect to the insurance provided by the Businessowners Liability Coverage Form.
  - A. With respect to the insurance provided by this endorsement, the following is added to Paragraph C. **Who Is An Insured:**
    - 4. Any person or organization shown in the Schedule above is also an insured if you agreed in a written contract or agreement with such person or organization to provide insurance such as is afforded under this policy. However, the insurance provided by this endorsement only applies with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ongoing operations performed in that part of the premises owned by, leased or rented to you. However:
      - a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
      - b. The insurance afforded to such additional insured will not be broader than:
        - (1) The coverage you have agreed to provide in the written contract or agreement; or
        - (2) The coverage provided by this endorsement.
  - B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 

This person or organization is not an insured with respect to any "occurrence" which takes place prior to the date the written contract or agreement was executed and in effect.
  - C. With respect to the Insurance provided by this endorsement, the following is added to Paragraph D. **Liability And Medical Expenses Limits Of Insurance:**
    - 5. The most we will pay under the insurance provided by this endorsement is:
      - a. The applicable limit of insurance to which you have agreed in the written contract or agreement to provide; or
      - b. The applicable Limit of Insurance shown in the Declarations,
 whichever is less.
- II. The Businessowners Common Policy Conditions form is amended as follows.
 

With respect to the Insurance provided by this endorsement, Paragraph H. **Other Insurance** is replaced by the following:

  - H. **Other Insurance**

This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply on either a:

- (1) Primary and non-contributory basis; or
- (2) Contributory basis.

When this insurance is excess, we will have no duty under Business Liability Coverage to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Other Insurance provision and was not bought specifically to apply in excess of the Liability and Medical Expenses limit shown in the Declarations.

**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**

<b>Name of Person or Organization and Mailing Address</b>	<b>Number of Days Notice</b>
City of Lincoln, Lancaster County, Lincoln-Lancaster Co. Public Building Commission 555 S. 10th St. 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, Lancaster County,  
Lincoln Lancaster Co Public Bldg Commission  
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 08/04/18      Policy No. WCL 9137138

Endorsement No.

Insured Lampe's Clean Air

Premium

Insurance Company LEMARS INSURANCE COMPANY

Countersigned By \_\_\_\_\_

**WC 00 03 13**

**(Ed. 4-84)**