

CONTRACT DOCUMENTS

**CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA**

**Annual Service
Fire Alarm Panel Inspection, Testing and Repair (additional locations)
Quote No. 5918**

**Protex Central, Inc.
6775 South 188th Street
Omaha, NE 68137
(402) 592-8225**

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

THIS CONTRACT, made and entered into by and between **Protex Central, Inc., 6775 South 188th Street, Omaha, NE 68137**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".

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

Fire Alarm Panel Inspection, Testing and Repair (additional locations), Quote No. 5918
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 cost of products or services for City Departments shall not

exceed \$6,000.00 during the contract term without approval by the City of Lincoln. The cost of products or services for County agencies shall not exceed \$4,000.00 during the contract term without approval by the Board of Commissioners.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance,

unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County. Notwithstanding the foregoing, the duties and obligations of the City and the County pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the City or the County shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.
8. Period of Performance. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a one (1) year term with the option to renew for two (2) additional one (1) year terms with the Contract ending on September 18, 2021.
9. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Supplier Response
 3. Insurance Certificate with Endorsements
 4. Addendums 1, 2 and 3
 5. Fire Alarm Test Reports/PBA Beam Detectors
 6. Special Provisions
 7. Specifications
 8. Instructions to Bidders
 9. Insurance Requirements
 10. Proprietary Information - Bids
 11. 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 - Keyword: Bid - Awarded or Closed bids.

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

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

Vendor Signature Page
 City of Lincoln Signature Page
 Lancaster County Signature Page

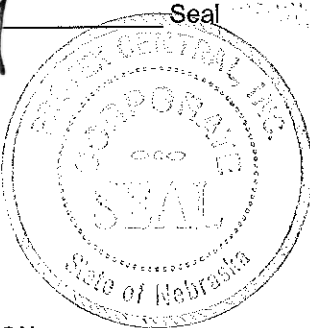
Vendor Signature Page

CONTRACT
Annual Service
Fire Alarm Panel Inspection, Testing and Repair (additional locations)
Quote No. 5918
City of Lincoln and Lancaster County
Protex Central, Inc.

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest: [Signature]
Secretary



Protex Central Inc
Name of Corporation
1239 N. Minnesota Ave Hastings, NE.
Address
By: [Signature]
Duly Authorized Official
Service Sales Representative
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization
Type of Organization
Address
By:
Member
By:
Member

IF AN INDIVIDUAL:

Name
Address
Signature

City of Lincoln Signature Page

**CONTRACT
Annual Service
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City of Lincoln and Lancaster County
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EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Finance Director

Approved by Directorial Order No. _____

dated _____

Lancaster County Signature Page

CONTRACT
Annual Service
Fire Alarm Panel Inspection, Testing and Repair (additional locations)
Quote No. 5918
City of Lincoln and Lancaster County
Protex Central, Inc.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Rachelle Hinze Buyer	Address	Purchasing	Address
Email	rhinze@lincoln.ne.gov		440 S. 8th St.	
Phone	1 (402) 441-8313 x		Lincoln, NE 68508	
Fax	1 (402) 441-6513 x	Contact	Rachelle Hinze, Buyer	Contact
			Purchasing	
Bid Number	5918 Addendum 3	Department		Department
Title	Annual Service - Fire Alarm Panel Inspection, Testing and Repair (additional locations)	Building	Suite 200	Building
		Floor/Room		Floor/Room
Bid Type	Quote	Telephone	(402) 441-8313 x	Telephone
Issue Date	9/20/2018 12:03 PM (CT)	Fax	(402) 441-6513 x	Fax
Close Date	10/2/2018 02:00:00 PM (CT)	Email	rhinze@lincoln.ne.gov	Email

Supplier Information

Company Protex Central, Inc.
 Address 6775 South 188th Street
 Omaha, NE 68137
 Contact George Bristol
 Department
 Building
 Floor/Room
 Telephone (402) 592-8225
 Fax (402) 592-8222
 Email george.bristol@protexcentral.net
 Submitted 9/28/2018 10:06:54 AM (CT)
 Total \$7,790.00

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

Signature Jacob Mitchell Lipker Email jacob.lipker@protexcentral.net

Supplier Notes

Bid Notes

Bid Activities

Date	Name	Description
9/25/2018 10:00:00 AM (CT)	Pre-Bid Pinnacle Bank Arena	Tuesday, September, 25 at 10:00a.m.

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	U.S. Citizenship Attestation	<p>Is your company legally considered an Individual or Sole Proprietor: YES or NO</p> <p>As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/notary/citizenforminfo.html</p> <p>All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.</p> <p>If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.</p>	No, corporation
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Insurance Requirements and Endorsements	<p>Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements.</p> <p>Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.</p> <p>Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.</p>	Yes
4	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
5	Specifications	I acknowledge reading and understanding the specifications.	Yes
6	Bid award	<p>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.</p> <p>If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.</p>	Yes
7	License Attachments	I acknowledge attaching any applicable licenses for the services provided in the suppliers response attachment section in the bid.	Yes

8	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
9	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
10	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be a (1) one year term with the option to renew for (2) two additional (1) one year terms with contract ending September 18, 2021. (a) Bid prices firm for the first full contract period. YES or NO (b) 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 from start of agreement.
11	Recycling of Corrugated Cardboard	I acknowledge and accept that I must comply with the City of Lincoln recycling regulations which includes a ban of all corrugated cardboard from the City Landfill effective April 1, 2018. Vendors shall haul any recyclable material directly to any of the three processor facilities which are currently operating in the City of Lincoln, or they can use a recycled material hauler for curbside collection at their place of business. Vendors are also encouraged to recycle any other approved materials used, or removed, from a City or County jobsite. Go to - http://lincoln.ne.gov/city/pworks/solid-waste/recycle/ for more information on City of Lincoln recycling programs.	Yes
12	Percentage Markup of Material, Excluding Freight.	Percentage Markup of Material, Excluding Freight. ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the material type AND cost of material from 3rd Party Vendor may be requested with the final invoice to verify quoted price.	30%
13	Labor Rate Regular Hours	List your hourly rate for service work for repairs during regular hours from 8:00am - 4:00pm	\$98.00/ hr
14	Labor Rate After Hours/Emergency Hours/Weekend Rate	List your hourly rate for repairs during after hours/emergency hours/Weekend rate. After Hour Rate \$_____ Emergency Rate \$_____ Weekend Rate \$_____.	After Hours: \$147.00 / Emergency: \$196.00 / Weekend: \$196.00
15	Purchase Order, Contract and Delivery Contact	The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the contract/PO to be awarded.	Brent Biegel - 402-592-8225 - brent.biegel@protexcentral.net
16	References	I have attached my References on Company letterhead to the Response Attachment section of this bid. One reference must be a Correctional type facility.	Yes
17	Contact	Name of person submitting this bid:	Jacob M. Lipker 402-705-9089
18	Electronic Signature	Please check here for your electronic signature.	Yes

19 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
20 Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
21 Repair and replacement of north end detectors for Pinnacle Bank Arena	List your lump sum cost for the repair and replacement of the two (2) out of reach north end detectors (if they were to ever go out) at Pinnacle Bank Arena. This cost shall not be included in the semi and annual cost line item.	For Repair/Replacement: this would be done T&M at PCI hourly rates + Rigging Company T&M rate + Pyrotronics Dealer T&M Rate for Programming.
22 Agreement to Addendum No. 3	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	Fire Alarm and Equipment Inspection, Testing and Maintenance for Adult Detention Center - 3801 West "O"	\$3,520.00
Item Notes: Lump sum to include (1) semiannual and (1) annual 100% mechanical and electrical inspection and testing. LIST IN YOUR SUPPLIES NOTES YOUR BREAKDOWN FOR THE SEMI AND THE ANNUAL COST.				
Supplier Notes: \$3100.00 - 100% / \$420.00 - Semiannual				
2	1	Lump Sum	Fire Alarm and Equipment Inspection, Testing and Maintenance for Lincoln Water - 2021 North 27th Street	\$350.00
Item Notes: Lump sum to include (1) semiannual and (1) annual 100% mechanical and electrical inspection and testing. LIST IN YOUR SUPPLIES NOTES YOUR BREAKDOWN FOR THE SEMI AND THE ANNUAL COST.				
Supplier Notes: \$245.00 - 100% / \$105.00 - Semiannual				
3	1	Lump Sum	Fire Alarm and Equipment Inspection, Testing and Maintenance for Ashland Water - Ashland, NE	\$700.00
Item Notes: Lump sum to include (1) semiannual and (1) annual 100% mechanical and electrical inspection and testing. LIST IN YOUR SUPPLIES NOTES YOUR BREAKDOWN FOR THE SEMI AND THE ANNUAL COST.				
Supplier Notes: \$560.00 - 100% / \$140.00 - Semiannual				
4	1	Lump Sum	Fire Alarm and Equipment Inspection, Testing and Maintenance for Pinnacle Bank Arena and SMG - 600 R Street	\$3,220.00
Item Notes: Lump sum to include (1) semiannual and (1) annual 100% mechanical and electrical inspection and testing. LIST IN YOUR SUPPLIES NOTES YOUR BREAKDOWN FOR THE SEMI AND THE ANNUAL COST.				
Supplier Notes: \$2800.00 - 100% (includes rigging subcontractor fees) / \$420.00 - Semiannual				
Response Total:				\$7,790.00

References:

1. JBS Swift - Grand Island - (308) 384-5330 - John Beverly - All Inspections
2. Lincoln Regional Center - Lincoln - (402) 479-5453 - Kurt Anderson - Inspections
3. Offutt Air Force Base - Offut AFB - (402) 297-1100 - Phil Post - Inspections, Service, install.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2018

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 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).

PRODUCER Holmes Murphy & Assoc - WDM PO Box 9207 Des Moines, IA 50306-9207	1-800-247-7756	CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS:	FAX (A/C, No.):
INSURED Protex Central Inc. Attn: Kevin Turner P O Box 1467 1239 North Minnesota Avenue Hastings, NE 68902		INSURER(S) AFFORDING COVERAGE	
		INSURER A: PHOENIX INS CO	NAIC # 25623
		INSURER B: TRAVELERS IND CO OF CT	25682
		INSURER C: TRAVELERS PROP CAS CO OF AMER	25674
		INSURER D: MIDWEST BUILDERS CAS MUT CO	13126
		INSURER E: ATLANTIC SPECIALTY INS CO	27154
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 52459212 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"/> COMMERCIAL GENERAL LIABILITY <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 checked="" type="checkbox"/> LOC OTHER:			DTCO1500M613PHX18	04/01/18	04/01/19	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS Coll. \$1,000			DT8100H55860ATCT18	04/01/18	04/01/19	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP2J9763381826	04/01/18	04/01/19	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WC10000010972018A	04/01/18	04/01/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
			N/A				E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Inland Marine			710036354	04/01/18	04/01/19	Leased/Rented Equip	100,000
							Ded	1,000

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 on the General Liability and Auto Liability as required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER City of Lincoln; Lancaster County; Lincoln-Lancaster County Public Building Commission 555 S 10th St Lincoln, NE 68508 USA	CANCELLATION 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
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS
IF REQUIRED BY WRITTEN CONTRACT
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

(2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

(b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

COMMERCIAL GENERAL LIABILITY

2. The insurance provided to the additional insured by this endorsement is limited as follows:
- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
 - c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. The following is added to the **DEFINITIONS** Section:
- "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or

COMMERCIAL GENERAL LIABILITY

ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

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

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

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

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

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

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

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

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

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

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

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 endorsement does not apply where prohibited by law.

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

Schedule

Any person or organization that you perform work for that is liable for an injury, covered by this policy, that prior to the injury has a written contract requiring a waiver of our right to recover from them.

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 4/1/2018 12:01 AM Policy No. WC100-0001097-2018A Endorsement No. **WC 00 03 13**
Insured Protex Central, Inc. Premium **\$23,647**

Insurance Company
Midwest Builders' Casualty Mutual Company
1100 Walnut Street Suite 3010
Kansas City, MO 64106
(816) 474-7799
Carrier Code **32131**

Countersigned by  _____

POLICY NUMBER: DT-CO-1500M613-PHX-18

ISSUE DATE: 04-20-18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30

**PERSON OR
ORGANIZATION:**

ANY PERSON OR ORGANIZATION
(CONTINUED ON IL T8 03)

ADDRESS:

(CONTINUED ON IL T8 03)

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US
IL T4 05 03 11

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS



This policy is subject to the following additional conditions:

Notice of cancellation shall hereby be provided to only those certificate holders who, by written contract with the insured, require notice of cancellation, as defined in A and B below, and have said requirement included in a certificate of insurance for the policy, in which this endorsement amends and was issued by the agent of record or the Company on behalf of the insured.

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date.

Notice of cancellation shall be mailed to the required certificate holders using mailing addresses on file with the agent of record or the Company. Proof of mailing to the last known postal mailing address of the required certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy or provide any additional insurance that would not have been provided in the absence of this endorsement.

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 4/1/2018
Insured **Protex Central, Inc.**

Policy No. WC100-0001097-2018A

Endorsement WC 99 06 01
Premium \$23,647

Insurance Company
Midwest Builders' Casualty Mutual Company
1100 Walnut Street Suite 3010
Kansas City, MO 64106
(816) 474-7799
Carrier Code **32131**

Countersigned by

ADDENDUM #1
Issue Date: 9/20/18
Bid No. 5918
Annual Service
Fire Alarm Panel Inspection, Testing and Repair
(additional locations)

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.

- Q. Is this for a pre-bid walk through? Is this portions for the 3 beam detectors something that you will be contracting the Theatrical company direct or will we need to get a bid ourselves to include in our price?
- A. The pre-bid walk through is to physically see the locations of the beam detectors at Pinnacle Bank Arena. There are only 2 beam detectors per 4.1 of the spec. that are out of reach. If vendor subcontracts a rigging company to block the beams this cost shall be included in the unit price total.

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.

Rachelle Hinze,
Buyer

ADDENDUM #2
Issue Date: 9/25/18
Bid No. 5918
Annual Service
Fire Alarm Panel Inspection, Testing and Repair
(additional locations)

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.

1. An attribute has been added for a lump sum cost for the repair and replacement of the two (2) north end detectors that are out of reach if they were to ever go bad. This cost shall not include material.

END OF ADDENDA NO. 2

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

Rachelle Hinze,
Buyer

ADDENDUM #3
Issue Date: 9/28/18
Bid No. 5918
Annual Service
Fire Alarm Panel Inspection, Testing and Repair
(additional locations)

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.

- Q. What is the height from the floor for the two north beam detectors that are out of reach referenced in Addendum 2?
- A. The measurement from the beam detector to the floor is 65 feet.
- Q. What is the purpose of the Attachment 'NE Fire Alarm Test Report Form'?
- A. NE Fire Alarm Test Report Form has been removed.

END OF ADDENDA NO. 3

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

Rachelle Hinze,
Buyer

NEBRASKA STATE FIRE MARSHAL - FIRE ALARM TEST REPORT

INSPECTION TYPE: ACCEPTANCE TEST

INSPECTION DATE: 11-5-12

NAME OF INSTALLER/MAINTENANCE COMPANY:

ADDRESS: 8501 NORTH 70th ST, LINCOLN, NE 68507

CUSTOMER: Lincoln County Adult Detention Facility

ADDRESS: 3rd St

PREMISES PROTECTED: Lincoln County Adult Detention Facility

ADDRESS:

TYPE OF SYSTEM: LOCAL PROTECTIVE - CLASS B

MODEL NO.: YLS-12

STANDBY PWR TYPE: BATTERIES

MANUFACTURER: Siemens

SERIAL NO.: NA

TROUBLE BATT. TYPE: GEL CELL

INSTALLED BY: Commonwealth Elec.

TROUBLE VOLTAGE: 24 VDC

SYSTEM MONITORED BY: NA

DATE OF LAST 100% SMOKE CALIBRATION: 1-3-12

TIME OF INSPECTION: 9:00 Am

NEXT SCHEDULED: 11-5-12

TIME INSPECTION COMPLETED & SYSTEM BACK IN SERVICE: NA

DATE OF LAST 100% HEAT DETECTOR TEST: 11-5-12

SMOKE DETECTOR CALIBRATION METHOD USED: Factory

NEXT SCHEDULED: 11-5-12

SYSTEM COMPONENTS	TOTAL	# TESTED
MANUAL STATIONS	16	16
HEAT DETECTORS...		
FIXED TEMP. NON-RETORABLE SPOT TYPE		
FIXED TEMP./RATE OF RISE/RESTORABLE	4	4
SMOKE DETECTORS...		
FUNCTIONAL		
CALIBRATED	317	317
BEAM, INFRARED OR OTHER DETECTORS		
DUCT DETECTORS	165	155
WATERFLOW DEVICES (TIME DELAY)	20	20
SUPERVISORY SWITCHES	24	24
AUDIBLE DEVICES	321	321
VISUAL DEVICES	369	369
ANNUNCIATORS	1	1
MAGNETIC HOLD-OPEN DEVICES	9	9
FAN RELAYS	2	2
VOICE ALARM AND TWO-WAY PHONE	1	1
ELEVATOR CONTROLS	15	15
POWERED FIRE AND SMOKE DAMPERS	125	125
TROUBLE SIGNALS...		
AUDIBLE/VISUAL CIRCUIT	70	70
ZONE INITIATING CIRCUIT	3	3
SUPERVISORY SIGNALS		
GROUND FAULT		
CONTROL UNIT...		
LAMPS AND LED'S		
FUSES/BATTERIES	6	6
PRIMARY POWER SUPPLY	1	1
SECONDARY POWER SUPPLY	1	1

DISCONNECT A.C. POWER & CHECK SYSTEM ON EMERGENCY POWER

DID TRBLE SIGNAL OPERATE PROPERLY? YES - NO - DATE 11-5-12

DID ALARM SIGNAL OPERATE PROPERLY? YES - NO - DATE 11-5-12

BATTERY TEST VOLTAGE UNDER ONE AMPERE TEST LOAD:

EMERG. PWR BATTERY - TYPE GEL CELL TEST VOLTS 24.5VDC

MAIN OPERATING PWR - TYPE CITY - 120VAC TEST VOLTS 121.5VAC

WHAT CODE IS SYSTEM INSTALLED UNDER? NFPA 72 SERIES

IS SYSTEM OPERATING ACCORDING TO CODE? YES

COMMENTS: (NOTE DEFICIENCIES HERE)

Add Station 1417116 (removed) Fix 11-6-12

Add 7 Ampere Panels, Tested 12-6-12

RM

LIST CURRENT REPAIRS TO SYSTEM / DATE OF REPAIRS, (USE BACK IF NEEDED)

INSPECTOR: [Signature]

LICENSE #: 5725

EXPIRATION DATE: 5-1-2014

WITNESS: (FOR ACCEPTANCE TEST ONLY)

SCRIBER:

[Signature]
STATE FIRE MARSHAL

NEBRASKA STATE FIRE MARSHAL - FIRE ALARM TEST REPORT

INSPECTION TYPE: ACCEPTANCE

INSPECTION DATE: 04/12/06

NAME OF INSTALLER/MAINTENANCE COMPANY: _____

ADDRESS: 8501 NORTH 70th ST, LINCOLN, NE 68507

CUSTOMER: LINCOLN WATER DEPARTMENT FA040080

ADDRESS: 2021 NORTH 27TH STREET, LINCOLN, NE 68521

PREMISES PROTECTED: LINCOLN WATER DEPARTMENT

ADDRESS: 2021 NORTH 27TH STREET, LINCOLN, NE 68521

TYPE OF SYSTEM: LOCAL PROTECTIVE - CLASS B

MODEL NO.: XLS

STANDBY PWR TYPE: BATTERIES

MANUFACTURER: SIEMENS

SERIAL NO.: _____

TROUBLE BATT. TYPE: GEL CELL

INSTALLED BY: ELECTRONIC CONTRACTING COMPANY

TROUBLE VOLTAGE: 24 VDC

SYSTEM MONITORED BY: N/A

DATE OF LAST 100% SMOKE CALIBRATION: _____

TIME OF INSPECTION: _____

NEXT SCHEDULED: _____

TIME INSPECTION COMPLETED & SYSTEM BACK IN SERVICE: _____

DATE OF LAST 100% HEAT DETECTOR TEST: _____

SMOKE DETECTOR CALIBRATION METHOD USED: _____

NEXT SCHEDULED: _____

SYSTEM COMPONENTS	TOTAL	# TESTED
MANUAL STATIONS	13	13
HEAT DETECTORS...		
FIXED TEMP. NON-RESTORABLE SPOT TYPE	2	2
FIXED TEMP./RATE OF RISE/RESTORABLE	27	27
SMOKE DETECTORS...		
FUNCTIONAL	45	45
CALIBRATED		
BEAM, INFRARED OR OTHER DETECTORS		
WATERFLOW DEVICES	8	8
SUPERVISORY SWITCHES		
AUDIBLE DEVICES	25	25
VISUAL DEVICES	38	38
INDICATORS		
MAGNETIC HOLD-OPEN DEVICES		
TRANSFORMERS	5	5
VOICE ALARM AND TWO-WAY PHONE		
ELEVATOR CONTROLS		
POWERED FIRE AND SMOKE DAMPERS		
TRouble SIGNALS...		
AUDIBLE/VISUAL CIRCUIT	3	3
ZONE INITIATING CIRCUIT	1	1
SUPERVISORY SIGNALS		
GROUND FAULT	3	3
CONTROL UNIT...		
LAMP AND LED'S		
FUSES		
PRIMARY POWER SUPPLY		
SECONDARY POWER SUPPLY		

DISCONNECT A.C. POWER & CHECK SYSTEM ON EMERGENCY POWER

DID TRBLE SIGNAL OPERATE PROPERLY? YES NO DATE: 5/10/06

DID ALARM SIGNAL OPERATE PROPERLY? YES NO DATE: 5/10/06

BATTERY TEST VOLTAGE UNDER ONE AMPERE TEST LOAD:

EMERG. PWR BATTERY - TYPE GEL CELL TEST VOLTS 12.2 V

MAIN OPERATING PWR - TYPE CITY 120VAC TEST VOLTS 15.2 V

WHAT CODE IS SYSTEM INSTALLED UNDER? NFPA 72 SERIES

IS SYSTEM OPERATING ACCORDING TO CODE? YES

COMMENTS: (NOTE DEFICIENCIES HERE) Add strobe in ME, Mechanical Room 11-17-06

Reprogram Water Proof user 7 floor floor

LIST CURRENT REPAIRS TO SYSTEM / DATE OF REPAIRS:
(USE BACK IF NEEDED)

INSPECTOR: [Signature]

LICENSE # 494

EXPIRATION DATE 5/1/07

WITNESS: (FOR ACCEPTANCE TEST ONLY)

SUBSCRIBER: [Signature]

STATE FIRE MARSHAL

Ashland Water
 401 Hwy 6
 Ashland, Nc 28803

List of Equipment

QTY.	COMPONENT	SERIAL NO.	MANUFACTURER	DESCRIPTION/LOCATION	COVERAGE CODE
1	4100-8001	I78890HM	SIMPLEX	PANEL-BASEMENT MAIN PLANT	TEST/INSP
1	4100-8009	I78918HM	SIMPLEX	ANNUN- MECH. RM	TEST/INSP
1	4100-8009	I78914HM	SIMPLEX	ANNUN- MOTOR CONT. CTR	TEST/INSP
1	4100-8009	I78916HM	SIMPLEX	ANNUN- CHEMICAL FEED	TEST/INSP
1	4100-8009	I78915HM	SIMPLEX	ANNUN- OZONE BLDG	TEST/INSP
1	4020-8001	J85722B0	SIMPLEX	SO PUMP STATION	TEST/INSP
1	3002-9003	D04992	SIMPLEX	SEC COMMAND-BSMT MAIN PL	TEST/INSP
1	3002-9003	30693	SIMPLEX	SEC COMMAND-SO PUMP STAT	TEST/INSP
8	2190-9155		SIMPLEX	ZAM'S	TEST/INSP
62	2098-9201		SIMPLEX	PHOTO SMOKE DETECTORS	TEST/INSP
50	2098-9645		SIMPLEX	DUCT SMK DETECTORS	TEST/INSP
2	2098-9460		SIMPLEX	HEAT DETECTORS	TEST/INSP
6	2098-9536		SIMPLEX	ADDRESSABLE BASES	TEST/INSP
1	2098-9400		SIMPLEX	HEAT DETECTOR	TEST/INSP
2	2081-9274		SIMPLEX	BATTERY CHARGERS	TEST/INSP
6	3002-9805		SIMPLEX	SEC. KEYBOARD	TEST/INSP
2	2081-9276		SIMPLEX	BATTERY CHARGERS	TEST/INSP

NEBRASKA STATE FIRE MARSHAL - FIRE ALARM TEST REPORT

INSPECTION TYPE: RE-ACCEPTANCE TEST

INSPECTION DATE: 3/4/14

NAME OF INSTALLER/MAINTENANCE COMPANY: ELECTRONIC CONTRACTING COMPANY

ADDRESS: 6501 N. 70TH STREET, LINCOLN, NE. 68507

CUSTOMER: GEPHART ELECTRIC

ADDRESS: 3550 LABORE ROAD, ST. PAUL, MN 55110

CITY / STATE: ST PAUL, MN

PREMISES PROTECTED: PINNACLE BANK ARENA

ADDRESS: _____

CITY / STATE: LINCOLN, NE

TYPE OF SYSTEM: LOCAL PROTECTIVE - CLASS B

MODEL NO.: XLS-V

STANDBY PWR TYPE: BATTERIES

MANUFACTURER: SIEMENS

SERIAL NO.: _____

TROUBLE BATT. TYPE: GEL CELL

INSTALLED BY: Gregg Electric

TROUBLE VOLTAGE: 24 VDC

SYSTEM MONITORED BY: Ne Co

DATE OF LAST 100% SMOKE CALIBRATION: _____

TIME OF INSPECTION: 09:00

NEXT SCHEDULED: _____

TIME INSPECTION COMPLETED & SYSTEM BACK IN SERVICE: 09:00

DATE OF LAST 100% HEAT DETECTOR TEST: _____

SMOKE DETECTOR CALIBRATION METHOD USED: FACTORY

NEXT SCHEDULED: _____

SYSTEM COMPONENTS	TOTAL	# TESTED
MANUAL STATIONS	1	1
HEAT DETECTORS...		
FIXED TEMP. NON-RETORABLE SPOT TYPE		
FIXED TEMP /RATE OF RISE/RESTORABLE		
SMOKE DETECTORS...		
FUNCTIONAL	2	2
CALIBRATED		
BEAM, INFRARED OR OTHER DETECTORS		
DUCT DETECTORS		
WATERFLOW DEVICES (TIME DELAY)		
SUPERVISORY SWITCHES		
AUDIBLE DEVICES	5	5
VISUAL DEVICES	7	7
ANNUNCIATORS		
MAGNETIC HOLD-OPEN DEVICES		
FAN RELAYS		
VOICE ALARM AND TWO-WAY PHONE		
ELEVATOR CONTROLS		
POWERED FIRE AND SMOKE DAMPERS		
TROUBLE SIGNALS...		
AUDIBLE/VISUAL CIRCUIT		
ZONE INITIATING CIRCUIT		
SUPERVISORY SIGNALS		
GROUND FAULT		
CONTROL UNIT...		
LAMPS AND LED'S		
FUSES		
PRIMARY POWER SUPPLY		
SECONDARY POWER SUPPLY		

DISCONNECT A.C. POWER & CHECK SYSTEM ON EMERGENCY POWER
 DID TRBLE SIGNAL OPERATE PROPERLY? YES - NO DATE: _____
 DID ALARM SIGNAL OPERATE PROPERLY? YES - NO DATE: _____
 BATTERY TEST VOLTAGE UNDER ONE AMPERE TEST LOAD;
 EMERG. PWR BATTERY - TYPE GEL CELL TEST VOLTS _____
 MAIN OPERATING PWR - TYPE CITY - 120VAC TEST VOLTS _____
 WHAT CODE IS SYSTEM INSTALLED UNDER? NFPA 72 SERIES
 IS SYSTEM OPERATING ACCORDING TO CODE? _____
 COMMENTS: (NOTE DEFICIENCIES HERE)

Tested relocated strobe devices
Tested fire alarm timer

FCI 13094

LIST CURRENT REPAIRS TO SYSTEM / DATE OF REPAIRS;
 (USE BACK IF NEEDED)

INSPECTOR: [Signature]

LICENSE # 688

EXPIRATION DATE: 9/18/16

WITNESS: (FOR ACCEPTANCE TEST ONLY)

SUBSCRIBER: _____

[Signature]
 STATE FIRE MARSHAL

NEBRASKA STATE FIRE MARSHAL - FIRE ALARM TEST REPORT

INSPECTION TYPE: ACCEPTANCE TEST INSPECTION DATE: JULY 2013

NAME OF INSTALLER/MAINTENANCE COMPANY: ELECTRONIC CONTRACTING COMPANY

ADDRESS: 6501 NORTH 70th ST, LINCOLN, NE 68507 466-8274

CUSTOMER: S.M.G.
ADDRESS: _____

PREMISES PROTECTED: Pinnacle Bank Arena
ADDRESS: 400 Pinnacle Arena Drive Lincoln NE 68509

TYPE OF SYSTEM: LOCAL PROTECTIVE-CLASS B MODEL NO.: XLS-V STANDBY PWR TYPE: BATTERIES
MANUFACTURER: SIEMENS SERIAL NO.: _____ TROUBLE BATT. TYPE: GEL CELL
INSTALLED BY: Gregg Electric TROUBLE VOLTAGE: 24 VDC

SYSTEM MONITORED BY: Neco DATE OF LAST 100% SMOKE CALIBRATION: NEW
TIME OF INSPECTION: _____ NEXT SCHEDULED: JULY 2015
TIME INSPECTION COMPLETED & SYSTEM BACK IN SERVICE: _____ DATE OF LAST 100% HEAT DETECTOR TEST: JULY 2013
SMOKE DETECTOR CALIBRATION METHOD: FACTORY NEXT SCHEDULED: JULY 2014

SYSTEM COMPONENTS	TOTAL	# TESTED
MARSHAL STATIONS	1	1
HEAT DETECTORS...		
FIXED TEMP. NON-RETORABLE SPOT TYPE	N/A	-
FIXED TEMP./RATE OF RISE/RESTORABLE	12	12
SMOKE DETECTORS...		
FUNCTIONAL	71	71
CALIBRATED		
BEAM INFRARED OR OTHER DETECTORS	12	12
DUCT DETECTORS	79	79
WATERFLOW DEVICES (TIME DELAY)	36	36
SUPERVISORY SWITCHES	59	59
ALARM DEVICES	467	467
VISUAL DEVICES	491	491
ANNUNCIATORS	1	1
MAGNETIC HOLD-OPEN DEVICES	16	16
FAN RELAYS	39	39
VOICE ALARM AND TWO-WAY PHONE	2	2
ELEVATOR CONTROLS	24	24
POWERED FIRE AND SMOKE DAMPERS	66	66
TROUBLE SIGNALS...		
ALIBL/EM/VISUAL CIRCUIT	32	32
ZONE INITIATING CIRCUIT	6	6
SUPERVISORY SIGNALS	189	189
GROUND FAULT	12	12
CONTROL UNIT...		
LAMPS AND LEDS	210/211	2/211
RISERS	N/A	-
PRIMARY POWER SUPPLY	11	11
SECONDARY POWER SUPPLY	4	4

DISCONNECT A.C. POWER & CHECK SYSTEM ON EMERGENCY POWER
 DID TRBLE SIGNAL OPERATE PROPERLY? YES NO DATE: 7/17/13
 DID ALARM SIGNAL OPERATE PROPERLY? YES NO DATE: 7/18/13
 BATTERY TEST VOLTAGE UNDER ONE AMPERE TEST LOAD,
 EMERG. PWR BATTERY - TYPE GEL CELL TEST VOLTS 25.9 VDC
 MAIN OPERATING PWR - TYPE CITY - (20VAC) TEST VOLTS 120.3 VAC
 WHAT CODE IS SYSTEM INSTALLED UNDER? NFPA 72 SERIES
 IS SYSTEM OPERATING ACCORDING TO CODE? YES
 COMMENTS: (NOTE DEFICIENCIES HERE)

LIST CURRENT REPAIRS TO SYSTEM / DATE OF REPAIRS
(USE BACK IF NEEDED)

ELEC CONTR.
 Nick 890-9669 (cell)
 DAN PETERSON 466-8274

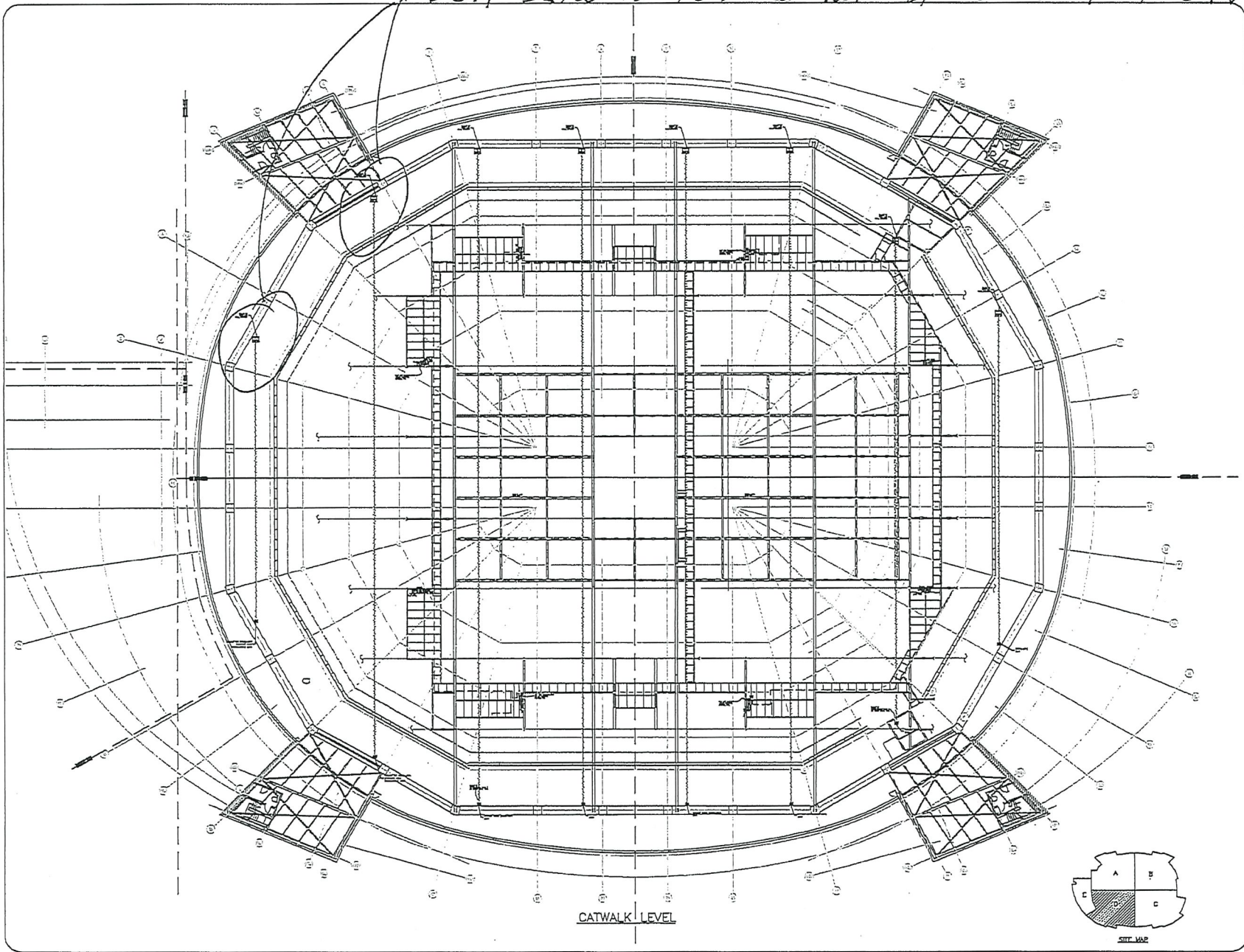
INSPECTOR: Chuck Ackert LICENSE # 879 WITNESS: (FOR ACCEPTANCE TEST ONLY)
 EXPIRATION DATE: _____

PRESCRIBER: _____

STATE FIRE MARSHAL

FA 130020 Approved 8-7-2013 Chuck Ackert

Beam Detectors that can not be reached from Catwalk



Project Name
PINNAACLE BANK ARENA
 600 R STREET
 SPOON, NEBRASKA
 Above FIRE ALARM
 Area CATWALK LEVEL



Scale 1/16"=1'-0"
 Date 7/23/12
 Drawn By GJC
 Checked MSA
 Civil By JED
 12-24-12/24/12

Project - 17009
 Drawing Number
ALL



43114

Purchase Order Detail

Branch/Plant . . . 05011
Order Date . . . 11/08/18
Cancel Date. . .
G/L Date . . . 11/08/18
Order Number . . . 16097 OR

Action Code. . . 3

Supplier . . . 597790 Grant - Purchasing (Inter

Ship To. . . . 432081 Nebraska Task Force 1

Requested. . . 11/08/18 Account Number _____

Promised. . . 11/08/18 Subledger. . . Amount . . . 5,999.20

Cost Rul V401

Associated Text Window

Order- 16097 Type- OR Line- 1.000 Print Before N O
Princeton Tec EOS II MPLS Headlamp Color Black.

Accou
22

Desc 1
Desc 2
Asset I
Locatio
Line Ty
Trans.
Purch.
Last St

0
3

Next St F3=Exit F6=Copy Text F24=More Keys Opt: 1=Insert 9=Delete

Mult Acct. Agreement _____ Line Number. . . 1.000 Rev .

F6=Summary F15=PO Header F24=More Keys Opt: 1=Detail 3=Text 9=Del





**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.

Annual Service Fire Alarm Inspection, Testing and Repair

1. SUPPLEMENTAL TO INSTRUCTIONS TO BIDDERS

- 1.1 The City of Lincoln, Lancaster County (hereafter referred to as "Owners") are requesting bids from qualified companies, hereinafter referred to as Vendor(s) for the Annual Service - Fire Alarm Inspection, Testing and Repair.
 - 1.1 Vendor shall be responsible for furnishing all materials, supplies, equipment, parts and labor for service, maintenance, inspection, testing, calibration, modifications, retrofit and/or repairs.
- 1.2 A **Pre-Bid** will be held for Pinnacle Bank Arena on Tuesday, September 25, 2018 at 10:00a.m.
- 1.3 The contract term shall be a one (1) year term with the option of two (2) additional one year terms with contract ending September 18, 2021.
- 1.4 Pricing shall not deviate for a period of one year from date of execution unless stated in the attribute section.
 - 1.4.1 Any price deviation shall be sent on company letterhead to City of Lincoln, Purchasing to amend the contract with a 30 day notification.
- 1.5 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.6 All inquiries regarding these specifications shall be directed via e-mail to Rachelle Hinze, Buyer (rhinze@lincoln.ne.gov).
 - 1.6.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addendum.
 - 1.6.2 No direct contact is allowed between Vendor and other Owner's staff throughout the bid process.
 - 1.6.2.1 Failure to comply with this directive may result in contractor bid being rejected.
- 1.7 The awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.

2. VENDORS RESPONSIBILITY

- 2.1 Testing, inspections and repair will be completed on normal business days. (Monday - Friday 8:00am - 4:00pm).
 - 2.1.1 Vendor shall contact the department representative to schedule the testing, inspection, maintenance and repairs 24 hours prior to the service.
- 2.2 Vendor shall provide one (1) semiannual (partial) and one (1) 100% annual mechanical/electrical inspection and testing fire alarms and equipment at each location.
- 2.3 All testing, inspection and repairs must comply with Nebraska State Fire Marshal regulations, City of Lincoln, State and Federal regulations as well as the National Fire Protection Association, OSHA and manufacturers recommended procedures, as applicable.
- 2.4 Vendor shall obtain a permit and register with the City of Lincoln for installation & testing fire alarm systems.
 - 2.4.1 Any vendor testing the system must be registered with the State of Nebraska.
- 2.5 Vendor must be a licensed for low voltage or carry an Electrician's license with the State of Nebraska.
- 2.6 Upon completion of testing the vendor shall leave a written State Fire Marshal alarm test and inspection report inside the panel or with the designated representative of the department.
 - 2.6.1 If the system should have any deficiencies the vendor shall send an inspection report to the Bureau of Fire Prevention.

- 2.7 Unit price shall include a flat rate for services including the cost of labor, direct and indirect cost, travel, fuel and all other charges per location.
- 2.8 To help minimize false alarms, and in accordance with NFPA, accessible smoke detection devices shall be cleaned using manufacturer's recommended procedures.
- 2.9 Vendor shall not bill additional trip charges for needed materials for repairs.
- 2.10 Fuel surcharges or any other charges are **not** acceptable.

3. REPAIRS

- 3.1 If required as a result of a test inspection or a service call the device indicating trouble shall be adjusted for proper operation.
- 3.2 If repair cannot be made at the service call time vendor shall inform designated representative of the issue.
- 3.3 Sufficient amounts of spare parts for all systems shall be maintained at all times by the service company to prevent an extended shutdown due to the malfunction of the systems.
- 3.4 Estimates and work orders shall be signed by designated department representative prior to completion of work.
 - 3.4.1 Any invoices that are presented for payment, that do not have a signed work order backup, by an Owner's representative, will not be paid by the Owners.
- 3.5 All parts replaced must be UL approved.
- 3.6 If equipment requires parts/replacement it shall be at the Owner's expense.

4. PINNACLE BANK ARENA

- 4.1 Pinnacle Bank Arena has 12 beam detectors, 10 are accessible and 2 are out of reach.
- 4.2 The beam detectors are about 55 feet off the 3rd floor deck.
- 4.3 Vendor shall be responsible to block the beam detectors prior to testing the sending/receiving units.
- 4.4 The detector monitoring units are located in a TR closet located on the fifth floor.
- 4.5 In order to do a complete check the sending/receiving unit must be blocked.
- 4.6 Vendor may have to subcontract a rigging company to block the beam detectors unless they have the capability.
 - 4.6.1 International Alliance of Theatrical Stage Employees (I.A.T.S.E) has been used before for accessing the rigging grid to block the beam detectors that are out of reach for the sending/receiving units.

5. EXAMINATION OF THE EQUIPMENT AND PREMISES

- 5.1 The Vendor shall take all precautions to protect the Owner's property from injury.
- 5.2 Any corresponding damages shall be replaced, repaired, and paid by the contractor to the satisfaction of all parties.
- 5.3 Vendor shall be held responsible for all employees or any person or persons, instruments or devices directly or indirectly employed by him.

6. CONTRACTOR INSURANCE

- 6.1 The awarded Vendor shall furnish the Owners with a Certificate of Insurance ACORD and associated endorsements in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all Contracts" at time of award.
- 6.2 All certificates of insurance and endorsements shall be filed with the Owners on the standard ACORD Certificate of Insurance form showing specific limits of insurance coverage required and showing City of Lincoln as "Named Additional Insured" as pertains to these services.
- 6.3 **Vendors are strongly encouraged to send the insurance requirements and endorsement information to their Insurance Agent during the bid process in order to ensure contract execution within 5 days of award notice.**

7. **EVALUATION CRITERIA**

7.1 Evaluation of bids will consist of the following:

7.1.1 Contract will be awarded to the lowest, responsible, responsive Vendor whose bid substantially meets all of the required specifications, terms and conditions as defined in this request.

7.1.2 Total price of contract that will amount to the best value to the Owners.

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. 8th 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/stdnspec/index.htm>

2. BID SECURITY

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

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the specification documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owners; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

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

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City or County staff or officers except in the course of Owner sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Owners that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the specification document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the Owners' bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owners.
- 9.2 Such demonstration can be at the Owners delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the Owners of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The Owners reserve the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the Owners at the location specified by the Owners, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Owner employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid::
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the Owners, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the Owners. Replacement parts of defective components shall be shipped at no cost to the Owners. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the Owners; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, the Owners reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Owner, as required by the specification documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the Owners, and as the Owners deem will best serve the requirements and interests of the Owners.
- 13.5 The Owners reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the Owners.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the Owners. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The Owners reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless the Owners from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.
- 14.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

15.1 Unless stated otherwise, the Owners will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this proposal and any contract reached as a result of this process.
16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. EQUIPMENT TAX ASSESSMENT

17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes Section 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

18.1 The City of Lincoln-Lancaster County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. INSURANCE

19.1 All Bidders shall take special notice of the insurance provisions required for all City/County 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.
21.2 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.

**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.

Protection of Proprietary Information and Trade Secrets

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

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

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

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

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

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

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

"Trade Secrets" is defined as information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that:
Derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
(See Neb. Rev. Stat. § 87-502 (4)(a)(b))

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