

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**Blood Profile Services
Quote No. 6001**

**Physicians Laboratory Services, Inc.
4840 F Street
Omaha, NE 68117-1407
402-731-4145**

**LANCASTER COUNTY
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Physicians Laboratory Services, Inc., 4840 F Street, Omaha, NE 68117-1407**, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

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

Blood Profile Services, Quote No. 6001

and,

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

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

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

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

Agreement to Full Proposal

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

The County will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract for a total of \$7,500.00.

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

7. Period of Performance: This contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one year terms.
8. Assignment: Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County.
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal\Supplier Response
 3. Addendum #1
 4. Special Provisions
 5. Specifications
 6. Insurance Requirements
 7. Certificate of Insurance and Endorsements
 8. Instructions to Bidders
 9. Protection of Proprietary Information and Trade Secrets
 10. Sales Tax Exemption Forms 13

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

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

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

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

Vendor Signature Page
Lancaster County Signature Page

Vendor Signature Page

**CONTRACT
Blood Profile Services
Quote No. 6001
Lancaster County
Physicians Laboratory Services, Inc.**

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary

Seal

PHYSICIANS LABORATORY SERVICES, INC.
Name of Corporation

4840 F ST / OMAHA, NE 68117
Address

By: [Signature]
Duly Authorized Official

PRESIDENT
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Lancaster County Signature Page

CONTRACT

**Blood Profile Services
Quote No. 6001
Lancaster County
Physicians Laboratory Services, Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Purchasing Agent	Contact
Phone	1 (402) 441-8309			
Fax	1 (402) 441-6513			
Bid Number	6001 Addendum 1	Department		Department
Title	City/County Blood Profile Services	Building	Suite 200	Building
Bid Type	Quote	Floor/Room		Floor/Room
Issue Date	2/22/2019 02:59 PM (CT)	Telephone	1 (402) 441-8309	Telephone
Close Date	3/6/2019 03:00:00 PM (CT)	Fax	1 (402) 441-6513	Fax
		Email	rwalla@lincoln.ne.gov	Email

Supplier Information

Company	Physicians Laboratory Services, Inc
Address	4840 F St. Omaha, NE 68117-1407
Contact	Kacey Moreland
Department	
Building	
Floor/Room	
Telephone	(402) 731-4145
Fax	(402) 731-8653
Email	kmoreland@physlab.com
Submitted	2/28/2019 03:48:58 PM (CT)
Total	\$27,810.00

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

Signature Kacey Moreland

Email kmoreland@physlab.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Electronic Signature	Please check here for your electronic signature.	Yes
2	Extended Testing Period - City of Lincoln	<p>Provide the ADDITIONAL cost for each female and male blood profile test if the City of Lincoln were to extend the testing period to 7:00am to 3:30 pm for some or all of the locations.</p> <p>ADDITIONAL Female Blood Profile Test Cost: _____</p> <p>ADDITIONAL Male Blood Profile Test Cost: _____</p> <p>Provide additional comments if necessary to explain your response. If you are not interested in an extended period of time for the City locations, please respond with "Not Interested in extended period of time".</p>	We would be unable to provide traveling phlebotomy services until 3:30 pm. Those patients would have to be sent to our laboratory for collection.
3	Online Scheduling	Does your company have an Online Appointment Scheduling System for participants? YES or NO	No. Blood draws are performed on a first come/first serve basis.
4	Onsite Service Location/s	Provide the address/s where onsite services will be performed:	7441 O St, Ste 100 / Lincoln, NE 68510
5	References	Vendors who have not provided blood profile services to the City or County in the last five years must provide at least two (2) references on Company letterhead and attach to the Response Attachment section of the Ebid response. Reference info must include Company where services were provided, contact name, contact email address, number of profiles provided.	Yes
6	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
7	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
8	Specifications	I acknowledge reading and understanding the specifications.	Yes
9	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
10	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes

11	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.	Kacey Moreland / kmoreland@physlab.com / 402-677-8872
12	Bid Award	I acknowledge and understand that the City, County and/or Public Building Commission reserve 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. a) Do you agree and understand? Yes/No_____ b) Is your pricing based on all-or-nothing basis? Yes/No_____	a) Yes b) Yes
13	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
14	Quantities	I acknowledge that the quantities listed for each line item are an estimated amount. The City/County does not guarantee any dollar amount or order quantities for the term of the contract.	Y
15	Contact	Name of person submitting this bid:	Kacey Moreland
16	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
17	U.S. Citizenship Attestation	Is your company legally considered an Individual or Sole Proprietor: YES or NO As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/notary/citizenforminfo.html All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution. If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.	No

18 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

ADDENDUM #1
Issue Date: 02/27/2019
Quote 6001
CITY/COUNTY BLOOD PROFILE SCREENING SERVICES

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

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

- 1) City of Lincoln wants 5 on-site collections (2.3) at different locations and Lancaster County wants 3 on-site collections at different locations (3.3). Is the expectation that all of these locations will be collected on the same date or will we be able to schedule 8 different dates for these collections?
The intent would be that the provider schedule with the City and the County for 8 separate clinics days.
The County arranges their dates/times/locations for on-site clinics which are held on a Tuesday, Wednesday, and Thursday of one week.
The City arranges their dates/times/locations with the provider for 5 dates. The City and the County clinic dates have not conflicted in years past as they are coordinated with the provider.
- 2) In reference to item 1.5.8 – Blood chemistry panel explanation of data sheets to each participant. Are you referring strictly to the patient results with the appropriate reference ranges listed or are you looking for some type of printed materials that explains the purpose of each test? Please elaborate on this requirement.
The data sheets would be printed material that would explain the purpose/importance of each test. Information you would give a client to explain the test being conducted, a set of appropriate ranges, and the importance of the result information.
- 3) What are we supposed to do in the event a participant has a critical result? Is there a physician or nurse that will be overseeing these health fairs?
Participant contact information (name and telephone number) is provided to the vendor by each participant. The lab physician or nurse would contact any participant directly with any critical results and tell them to follow up with their family physician.
- 4) Since we are dealing with protected health information, we would need to have some type of business associate agreement (BAA) in place so that everyone acknowledges the appropriate HIPAA requirements. Does the City of Lincoln/Lancaster County have a document that they would like to include in this RFB or would they be willing to sign a BAA provided by the facility that is awarded the contract?
The City and County do not require a HIPAA form as part of this service according to the Risk Managers because the City and County would not receive any individual health information. The testing results/information would be between the provider and the participant directly.

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

Robert L Walla
Purchasing Agent

**SPECIAL PROVISIONS
FOR
TERM CONTRACTS**

**PURCHASING DEPARTMENT
CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA**

1. ESTIMATED QUANTITIES

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

2. CONTRACT PERIOD

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

3. BID PRICES

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

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

4. CONTRACT ADMINISTRATION

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

5. QUARTERLY REPORT

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

CITY of LINCOLN and LANCASTER COUNTY BLOOD CHEMISTRY PANEL SERVICES

1. SUPPLEMENTAL TO INSTRUCTIONS TO BIDDERS

- 1.1 City of Lincoln and Lancaster County, (hereinafter referred to as "Owners"), are requesting bids for Annual Blood Chemistry Panel Services from qualified companies, hereinafter referred to as Vendor(s).
 - 1.1.1 Vendor shall provide on-site and off-site blood panels and mailing out of panel results.
- 1.2 The contract term shall be (1) one year from date of execution with the option for (3) three additional one (1) year terms upon approval by both parties.
- 1.3 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.4 All inquiries regarding these specifications shall be directed via email written request to Bob Walla, Purchasing Agent (rwalla@lincoln.ne.gov)
 - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addendum.
 - 1.4.2 No direct contact is allowed between Vendor and other City staff throughout the bid process.
- 1.5 Unit prices submitted in the Ebid response must include:
 - 1.5.1 Administrative cost
 - 1.5.2 Phlebotomist staffing
 - 1.5.3 Other lab personnel and processing fee
 - 1.5.4 All pertinent lab supplies to complete the testing
 - 1.5.5 Forms
 - 1.5.6 Travel/transportation
 - 1.5.7 Mailing envelopes and postage for each participant's results
 - 1.5.8 Blood chemistry panel explanation of data sheets to each participant.
- 1.6 The Owners reserve the right to extend the period of the awarded contract beyond the termination date when mutually agreeable to the Vendor/Contractor and the Owners.

2. CITY OF LINCOLN SCOPE OF WORK

- 2.1 Vendor shall provide the **City of Lincoln** with a yearly blood panel testing.
- 2.2 Vendor shall provide a period of (3) three weeks to (1) month notice of available blood panel dates upon award to the Risk Manager or designee.
- 2.3 Blood panels shall be performed in June of each year and consist of five (5) on-site blood panels at different locations.
 - 2.3.1 Dates and locations shall be determined and coordinated by the City Risk Manager or designee.
 - 2.3.2 The on-site blood panel shall start at 7:00 a.m. and run till 10:00 a.m. for all five (5) locations.
 - 2.3.2.1 The City is requesting pricing for a longer period of time at some or all of the locations. Vendors shall provide a price in the Attribute section of the Ebid for the extended time.
- 2.4 The 2018 City blood panel had a total of 398 participants.
 - 2.4.1 The City estimates the 398 participants were 52% female and 48% males.
- 2.5 Vendor shall allow City employees to walk-in to the Vendor clinic for blood panel services, with approval, for up to 2 weeks following the City's last on-site clinic date.
- 2.6 The number of nurses available at each on-site to facilitate the active blood panel will be determined by the City.
- 2.7 Participants will address their own envelope for profile mailing at each on-site location.

- 2.7.1 Vendor is responsible to mail participants blood panel results within 30 days after services have been provided.
- 2.8 Upon award the vendor shall work with the City Risk Manager or designee for scheduling dates and any other questions related to the blood panels.
- 2.9 Vendor shall list if they have an online appointment scheduling system for participants in the attribute section of the bid.

3. LANCASTER COUNTY SCOPE OF WORK

- 3.1 Vendor shall provide **Lancaster County** with a yearly blood panel testing.
- 3.2 Vendor shall provide a period of (3) three weeks to (1) month notice of available blood panel dates upon award to the County Risk Manager or designee.
- 3.3 Blood panels shall be performed in June each year and consist of three (3) on-site blood panels at different locations.
- 3.4 County participants are scheduled for on-site blood panel time slots through the County Risk Manager or designee.
 - 3.4.1 Dates and locations shall be determined and coordinated by the County Risk Manager or designee.
 - 3.4.2 The on-site blood panels shall start at 7:00 a.m. and run till 10:00 a.m. for all three (3) on-site locations.
- 3.5 The 2018 County blood panel had a total of 154 participants.
 - 3.5.1 The County estimates the 154 participants were 63% female and 37% males.
- 3.6 Vendor shall allow County employees to walk-in to the Vendor's clinic for blood panel services for one (1) month following the start of the on-site services.
 - 3.6.1 The County estimates the 2018 off-site female panels consisted of 17 females and 13 males.
- 3.7 Participants will address their own envelope for mailing at each on-site location.
 - 3.7.1 Vendor is responsible to mail participants blood profile results within 30 days after blood panel services.
- 3.8 Upon award the vendor shall work with the County Risk Manager - Sue Eckley or designee for scheduling dates and verifying details related to the blood panel services.
- 3.9 The County is not interested in using an online appointment scheduling system for participants.

4. PROFILE BREAKDOWN

- 4.1 Blood chemistry profile readings shall include the following:
 - 4.1.1 TSH - Male and Female Panel
 - 4.1.2 PSA (Men Only)
 - 4.1.3 Glucose
 - 4.1.3.1 Potassium
 - 4.1.3.2 Protein
 - 4.1.3.3 ALT
 - 4.1.3.4 BUN
 - 4.1.4 Chloride
 - 4.1.4.1 Albumin
 - 4.1.4.2 Alk Phos
 - 4.1.4.3 Creatinine
 - 4.1.4.4 CO2
 - 4.1.5 Calcium
 - 4.1.5.1 GFR
 - 4.1.5.2 Sodium

- 4.1.5.3 Bilirubin
- 4.1.5.4 AST
- 4.1.6 Cholesterol
 - 4.1.6.1 Triglycerides
 - 4.1.6.2 HDL
 - 4.1.6.3 LDL
 - 4.1.6.4 Risk Ratio
- 4.1.7 Hemoglobin
 - 4.7.1 WBC
 - 4.7.2 RBC
 - 4.7.3 Hematocrit
 - 4.7.4 Platelet Differential

5. VENDORS RESPONSIBILITY

- 5.1 Vendor shall provide a separate statistical analysis and aggregate report for each event for the City and a separate one for the County with the following info:
 - 5.1.1 Total participation
 - 5.1.2 Total participation breakdown of males & females
 - 5.1.3 Total participation breakdown of males & females by age categories
 - 5.1.4 Number of higher than normal test results
 - 5.1.5 Number of lower than normal test results
- 5.2 Report is due to the City or County Risk Manager or designee within 30 days of final testing.

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 review the insurance requirement document attached to the Bid Attachment section of Ebid and submit to your insurance agent to determine if you have adequate coverage on your policy. Exceptions to the insurance requirements will not be accepted after the bid has closed.**

7. AWARD EVALUATION

- 7.1 Bid will be awarded based on the following:
 - 7.1.1 The lowest responsible, responsive Bidder whose bid will be most advantageous to the Owners, and as the Owners deems will best serve the requirements and interests of the Owners;
 - 7.1.2 Vendor references.
 - 7.1.3 According to the terms listed in the Instructions To Bidders.

**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.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/25/2019

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

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

PRODUCER Aon Risk Services Central, Inc. Aon Risk Insurance Services Central, Inc Omaha NE Office CA License # 0D04043 11213 Davenport, Suite 201 Omaha NE 68154 USA	CONTACT NAME: PHONE (A/C. No. Ext): (402) 697-1400 FAX (A/C. No.): (402) 697-1594		
	E-MAIL ADDRESS:		
INSURED Physicians Laboratory PC 4840 F Street Omaha NE 681171407 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: MMIC Insurance, Inc.		16942
	INSURER B: Employers Mutual Casualty Co		21415
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570076029682** **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		5D62291	03/01/2019	03/01/2020	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		5E62291	03/01/2019	03/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe in under DESCRIPTION OF OPERATIONS below		Y	5H62291	03/01/2019	03/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$500,000
							E.L. DISEASE-EA EMPLOYEE	\$500,000
							E.L. DISEASE-POLICY LIMIT	\$500,000
A	Physicians Prof			ICL000288 Prof. Liab. - Claims Made	03/01/2019	03/01/2020	Per Claim Aggregate	\$5,000,000 \$7,000,000

Certificate No : 570076029682

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Lincoln and Lancaster County and Lincoln-Lancaster Public Building Commission are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of subrogation is granted in favor of certificate holder in accordance with the policy provisions of the workers compensation policy.

CERTIFICATE HOLDER**CANCELLATION**
City of Lincoln
Lancaster County
Lincoln-Lancaster County Public Building Commission
555 South 10th Street
Lincoln NE 68508 USA

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

Aon Risk Services Central, Inc.


THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS
INCLUDING COMPLETED OPERATIONS –
PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s): CITY OF LINCOLN, LANCASTER COUNTY, LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION</p> <p>Project: AS PER WRITTEN CONTRACT</p> <p>Location Of Project: AS PER WRITTEN CONTRACT</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of “your work” performed for that additional insured by or for you at the location designated and described in the Schedule of this endorsement.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

C. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

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

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

SCHEDULE

Name of Person(s) or Organization(s)
CITY OF LINCOLN, LANCASTER COUNTY, LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION AS PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization indicated above is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision under the Covered Autos Liability Coverage form and;

The insurance provided to the person(s) or organization(s) shown in the Schedule is Primary Insurance and we will not seek contribution from any other insurance available to that "insured".

(This is work comp only)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____



Quote 6001

EMPLOYERS MUTUAL CASUALTY COMPANY

INSTALLMENT PREMIUM PAYMENT
SCHEDULE

POLICY PERIOD: 03/01/2019 TO 03/01/2020

* POLICY NUMBER *
* 5 H 6 - 2 2 - 9 1---20 *

NAMED INSURED

PRODUCER

PHYSICIANS LABORATORY PC

AON RISK SERVICES CENTRAL, INC

4840 F ST

11213 DAVENPORT ST STE 201

OMAHA, NE.
68117-1407

OMAHA, NE.
68154-2604
AGENT NO. AB-7916

* EFFECTIVE DATE: 04/15/2019 *

THE ADDITIONAL/RETURN PREMIUM ON THE CHANGE ENDORSEMENT WITH
THE ABOVE EFFECTIVE DATE, REVISES THE PRIOR INSTALLMENT AMOUNTS
AS FOLLOWS:

SCHEDULE DUE DATE	PRIOR INSTALLMENT AMOUNT	ADDITIONAL OR (-) RETURN PREMIUM	REVISED INSTALLMENT AMOUNT
BILLED	10648.00		10648.00
04/01/19	10644.00		10644.00
04/15/19		50.00	50.00
05/01/19	10644.00		10644.00
06/01/19	10644.00		10644.00
07/01/19	10644.00		10644.00
08/01/19	10644.00		10644.00
09/01/19	10644.00		10644.00
10/01/19	10644.00		10644.00
11/01/19	10644.00		10644.00
12/01/19	10644.00		10644.00
01/01/20	10644.00		10644.00

SCHEDULE CONTINUED ON NEXT PAGE

PLACE OF ISSUE: OMAHA, NE
DATE OF ISSUE: 04/19/2019



INSTALLMENT PREMIUM PAYMENT SCHEDULE

POLICY PERIOD: 03/01/2019 TO 03/01/2020

* POLICY NUMBER *
* 5 H 6 - 2 2 - 9 1---20 *

NAMED INSURED

PRODUCER

PHYSICIANS LABORATORY PC

AON RISK SERVICES CENTRAL, INC

4840 F ST

11213 DAVENPORT ST STE 201

OMAHA, NE.
68117-1407

OMAHA, NE.
68154-2604
AGENT NO. AB-7916

* EFFECTIVE DATE: 04/15/2019 *

THE ADDITIONAL/RETURN PREMIUM ON THE CHANGE ENDORSEMENT WITH THE ABOVE EFFECTIVE DATE, REVISES THE PRIOR INSTALLMENT AMOUNTS AS FOLLOWS:

Table with 4 columns: SCHEDULE, PRIOR INSTALLMENT AMOUNT, ADDITIONAL OR (-) RETURN PREMIUM, REVISED INSTALLMENT AMOUNT. Rows include 02/01/20 and TOTAL.

PLACE OF ISSUE: OMAHA, NE
DATE OF ISSUE: 04/19/2019



EMPLOYERS MUTUAL CASUALTY COMPANY (15539)

C H A N G E E N D O R S E M E N T

POLICY PERIOD: FROM 03/01/19 TO 03/01/20

* POLICY NUMBER *
* 5 H 6 - 2 2 - 9 1---20 *

N A M E D I N S U R E D :

P R O D U C E R :

PHYSICIANS LABORATORY PC
4840 F ST
OMAHA NE 68117-1407

AON RISK SERVICES CENTRAL, INC
11213 DAVENPORT ST STE 201
OMAHA NE 68154-2604

AGENCY BILL

AGENT: AB 7916
AGENT PHONE: (402)697-1400
MARILYN A. ROOF

T H I S E N D O R S E M E N T C H A N G E S T H E P O L I C Y .
P L E A S E R E A D I T C A R E F U L L Y .

* ENDORSEMENT EFFECTIVE DATES: 04/15/19 TO 03/01/20 *

IN CONSIDERATION OF THE PREMIUM CHARGED THE FOLLOWING CHANGES ARE
APPLICABLE TO THIS POLICY: SEE ATTACHED SCHEDULE

ADDED FORM WC000313(04/08) - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - IN FAVOR OF CITY OF LINCOLN, LANCASTER COUNTY,
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION - AS SHOWN ON THE
ENDORSEMENT SCHEDULE OF THE POLICY.

ADDITIONAL PREMIUM: \$ 50.00

AUDIT FREQUENCY: ANNUAL

PLACE OF ISSUE: OMAHA, NE

DATE OF ISSUE: 04/19/19

COUNTERSIGNED BY:

(CONTINUED)



PAGE 2

EMPLOYERS MUTUAL CASUALTY COMPANY (15539) POLICY NO: 5H6-22-91---20
PHYSICIANS LABORATORY PC EFF DATE: 03/01/19 EXP DATE: 03/01/20

C H A N G E E N D O R S E M E N T
C O N T I N U E D

FORMS APPLICABLE:

0405B(01/18), 0417A*, IL7004(01/19), IL7130A(04/01), IL7131A(04/01)*,
IL8383.2A(01/15), IL8576(10/17), WC000000C(01/15), WC000303C(10/04),
WC000311A(08/91), WC000313(04/84)*, WC000406A(07/95)*,
WC000414A(01/19), WC000419(01/01), WC000421D(01/15), WC000422B(01/15),
WC000424(01/17), WC000425(05/17), WC260403(05/17), WC260601C(07/96),
WC340301C(03/10), WC7003A(09/86)*, WC7005(07/11), WC8130(10/14)

REFER TO PRIOR DISTRIBUTION(S) FOR ANY FORMS NOT ATTACHED

AUDIT FREQUENCY: ANNUAL

PLACE OF ISSUE: OMAHA, NE

DATE OF ISSUE: 04/19/19

COUNTERSIGNED BY:

FORM: IL1201A (ED. 01-86)

007

JO

5H62291 2002



EMPLOYERS MUTUAL CASUALTY COMPANY (15539) POLICY NUMBER: 5H6-22-91---20

PHYSICIANS LABORATORY PC EFF DATE: 04/15/19 EXP DATE: 03/01/20

WORKERS COMPENSATION POLICY DECLARATIONS ✓

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
0405B	01-18	PRIVACY NOTICE	
*0417A	-	SPECIAL INTEREST/ADD.NAMED INSUREDS	
IL7004	01-19	MUTUAL POLICY PROVISIONS	
IL7130A	04-01	NAMED INSURED ENDORSEMENT	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
IL8383.2A	01-15	DISCL PURSUANT TERRSM RISK INS. ACT	\$ 641
IL8576	10-17	MEDICARE IMPT NOTICE TO POLICYHOLDER	
WC000000C	01-15	WC AND EMPLOYERS LIABILITY INSURANCE	
WC000303C	10-04	EMPLOYERS LIABILITY COVERAGE STATE(S): ND, WA, WY	
WC000311A	08-91	VOLUNTARY COMP AND EMPL LIABILITY EMPLOYEE(S): ALL EMPLOYEES INCLUDING DOMESTIC AND FARM LABORERS WHO ARE NOT SUBJECT TO WORKERS COMPENSATION STATE OF EMPLOYMENT: NE DESIGNATED WORK COMP LAW: STATE OF HIRE	
*WC000313	04-84	WAIVER OF OUR RIGHT TO RECOVER THIS AGREEMENT SHALL NOT OPERATE DIRECTLY OR INDIRECTLY TO BENEFIT ANYONE NOT NAMED BELOW: CITY OF LINCOLN - LANCASTER COUNTY LINCOLN-LANCASTER CO. PUBLIC BLDG.COMM. 555 SO. 10TH ST. LINCOLN, NE 68508	
*WC000406A	07-95	PREMIUM DISCOUNT ENDORSEMENT	
WC000414A	01-19	NOTIFICATION OF CHANGE IN OWNERSHIP	
WC000419	01-01	PREMIUM DUE DATE ENDORSEMENT	
WC000421D	01-15	CATASTROPHE O/T CERT ACTS TERRORISM	
WC000422B	01-15	TERRORISM REAUTHORIZATION ACT END.	
WC000424	01-17	AUDIT NONCOMPLIANCE CHARGE STATE(S): NE BASIS OF AUDIT NONCOMPLIANCE CHARGE: ESTIMATED ANNUAL PREMIUM MAXIMUM AUDIT NONCOMPLIANCE CHARGE MULTIPLIER: 2.000	
WC000425	05-17	EXPERIENCE RATING MOD FACTOR REVISIO	
WC260403	05-17	NE EXPERIENCE RATING MOD FACTOR REV	
WC260601C	07-96	NE CANCELLATION & NONRENEWAL ENDST	
WC340301C	03-10	OH EMPLOYERS LIABILITY COVERAGE	
*WC7003A	09-86	WORKERS COMPENSATION SCHEDULE	

DATE OF ISSUE: 04/19/19

(CONTINUED)

FORM: IL7131A (ED. 04-01)

007 JO

5H62291 2002



PAGE NO: 2

EMPLOYERS MUTUAL CASUALTY COMPANY (15539)

POLICY NUMBER: 5H6-22-91---20

PHYSICIANS LABORATORY PC

EFF DATE: 04/15/19

EXP DATE: 03/01/20

W O R K E R S C O M P E N S A T I O N P O L I C Y
D E C L A R A T I O N S

=====
E N D O R S E M E N T S C H E D U L E
=====

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
WC7005	07-11	WC QUICK REFERENCE	
WC8130	10-14	IMPORTANT NOTICE	

DATE OF ISSUE: 04/19/19

FORM: IL7131A (ED. 04-01)

007

JO

5H62291 2002



EMPLOYERS MUTUAL CASUALTY COMPANY
 PHYSICIANS LABORATORY PC
 INTRASTATE ID: 260144081

POLICY NUMBER: 5H6-22-91---20
 EFF DATE: 04/15/19 EXP DATE: 03/01/20

EXTENSION OF INFORMATION PAGE

WC000001A

ITEM 4 - CLASSIFICATION OF OPERATIONS SCHEDULE

N E B R A S K A

STATE EMPL ID.: INTRASTATE ID.: 260144081 OTHER ID.:

(001) 4840 F ST
 OMAHA, NE. 68117-1407

NUMBER OF EMPLOYEES:

MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 115

FULL TIME: 115 PART TIME:

SIC: 8071 NAICS:621511

(002) 7441 O ST
 LINCOLN, NE. 68510-2468

NUMBER OF EMPLOYEES:

MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 49

FULL TIME: 49 PART TIME: 1

SIC: 8071 NAICS:621511

(003) 4600 VALLEY RD
 LINCOLN, NE. 68510-4855

NUMBER OF EMPLOYEES:

MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 3

FULL TIME: 3 PART TIME:

SIC: 8071 NAICS:621511

(004) 4501 S 70TH ST
 LINCOLN, NE. 68516-4282

NUMBER OF EMPLOYEES:

MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 2

FULL TIME: 1 PART TIME: 1

SIC: 8071 NAICS:621511

(005) 1101 S 70TH ST STE 101
 LINCOLN, NE. 68510-4293

NUMBER OF EMPLOYEES:

MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 0

FULL TIME: 0 PART TIME: 0

SIC: 8071 NAICS:621511

(010) 3867 LEAVENWORTH ST
 OMAHA, NE. 68105-1113

NUMBER OF EMPLOYEES:

MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 0

FULL TIME: 0 PART TIME: 0

SIC: 8071 NAICS:621511

CLASSIFICATION PHRASEOLOGY	.CODE .	ESTIMATED .	RATES .	ESTIMATED
	. NO. .	ANNUAL .	PER \$100 .	ANNUAL
	. .	REMUNERATION.	REMUNERATION	PREMIUM

LOCATION 001
 ANALYTICAL LABORATORIES OR .4511 . 4,431,888. 0.97 . \$ 42,989.00

ISSUED FROM: OMAHA, NE
 DATE OF ISSUE: 04/19/19 (BPP) PRO-RATE FACTOR: 0.877



EMPLOYERS MUTUAL CASUALTY COMPANY
PHYSICIANS LABORATORY PC

EFF DATE: 04/15/19

POLICY NUMBER: 5H6-22-91---20
EXP DATE: 03/01/20
WC000001A

ASSAYING - INCLUDING LABORATORY, OUTSIDE EMPLOYEES, COLLECTORS OF SAMPLES, & DRIVERS	. . . .	. . . .	. . . .	. . . .	. . . .
CLERICAL OFFICE EMPLOYEES NOC	.8810	1,211,749.	0.22	.\$	2,666.00
SALESPERSONS OR COLLECTORS - OUTSIDE	.8742	251,697.	0.56	.\$	1,410.00
LOCATION 002					
ANALYTICAL LABORATORIES OR ASSAYING - INCLUDING LABORATORY, OUTSIDE EMPLOYEES, COLLECTORS OF SAMPLES, & DRIVERS	.4511	1,077,351.	0.97	.\$	10,450.00
CLERICAL OFFICE EMPLOYEES NOC	.8810	IF ANY.	0.22	.\$	0.00
SALESPERSONS OR COLLECTORS - OUTSIDE	.8742	IF ANY.	0.56	.\$	0.00
LOCATION 003					
ANALYTICAL LABORATORIES OR ASSAYING - INCLUDING LABORATORY, OUTSIDE EMPLOYEES, COLLECTORS OF SAMPLES, & DRIVERS	.4511	104,561.	0.97	.\$	1,014.00
CLERICAL OFFICE EMPLOYEES NOC	.8810	IF ANY.	0.22	.\$	0.00
SALESPERSONS OR COLLECTORS - OUTSIDE	.8742	IF ANY.	0.56	.\$	0.00
LOCATION 004					
ANALYTICAL LABORATORIES OR ASSAYING - INCLUDING LABORATORY, OUTSIDE EMPLOYEES, COLLECTORS OF SAMPLES, & DRIVERS	.4511	49,188.	0.97	.\$	477.00
CLERICAL OFFICE EMPLOYEES NOC	.8810	IF ANY.	0.22	.\$	0.00
SALESPERSONS OR COLLECTORS - OUTSIDE	.8742	IF ANY.	0.56	.\$	0.00
LOCATION 005					
ANALYTICAL LABORATORIES OR ASSAYING - INCLUDING LABORATORY, OUTSIDE EMPLOYEES, COLLECTORS OF SAMPLES, & DRIVERS	.4511	IF ANY.	0.97	.\$	0.00
CLERICAL OFFICE EMPLOYEES NOC	.8810	IF ANY.	0.22	.\$	0.00

ISSUED FROM: OMAHA, NE

DATE OF ISSUE: 04/19/19 (BPP)

PRO-RATE FACTOR: 0.877

FORM WC7003A 09/86

(BPP)

03/01/19 007 JO 5H62291 2002



EMPLOYERS MUTUAL CASUALTY COMPANY
 PHYSICIANS LABORATORY PC

POLICY NUMBER: 5H6-22-91---20
 EFF DATE: 04/15/19 EXP DATE: 03/01/20
 WC000001A

SALESPERSONS OR COLLECTORS - OUTSIDE	.8742 .	IF ANY.	0.56 . \$	0.00
LOCATION 010				
ANALYTICAL LABORATORIES OR ASSAYING - INCLUDING LABORATORY, OUTSIDE EMPLOYEES, COLLECTORS OF SAMPLES, & DRIVERS	.4511 .	IF ANY.	0.97 . \$	0.00
CLERICAL OFFICE EMPLOYEES NOC	.8810 .	IF ANY.	0.22 . \$	0.00
SALESPERSONS OR COLLECTORS - OUTSIDE	.8742 .	IF ANY.	0.56 . \$	0.00
EMPLOYERS LIABILITY PREMIUM FOR INCR LIMITS PART TWO.	.9807 .	.	. \$	472.00

 SUBJECT PREMIUM . \$ 59,478.00

MODIFIED PREMIUM - EXP. MOD. APPLIED
 (2.000) . \$ 118,956.00

NE FLEXIBLE RATING ADJUSTMENT DEBIT CODE - 9659 . \$ 17,843.00

STATE TOTAL ESTIMATED STANDARD PREMIUM . \$ 136,799.00

CLASS CODE - 0063 ESTIMATED PREMIUM DISCOUNT . \$ -11,541.00

SPECIFIC WAIVER OF OUR RIGHT TO RECOVER - CODE 9656 . \$ 50.00

Terrorism - Code 9740 (RATE .009) . \$ 641.00

Catastrophe (Other Than Cert Acts) - Code 9741 (RATE .018) . \$ 1283.00

STATE TOTAL PREMIUM . \$ 127,232.00

N O R T H D A K O T A

(006) NO PHYSICAL ADDRESS
 FARGO, ND. 58102

3RD ST N

NUMBER OF EMPLOYEES:

MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 0

FULL TIME: 0 PART TIME: 0

SIC: 8071 NAICS:621511

CLASSIFICATION PHRASEOLOGY	.CODE .	ESTIMATED	RATES	ESTIMATED
	. NO .	ANNUAL	PER \$100	ANNUAL
	.	REMUNERATION	REMUNERATION	PREMIUM

LOCATION 006

FLAT CHARGE FOR EMPLOYERS LIABILITY/VOLUNTARY COMPENSATION COVERAGE IN MONOPOLISTIC FUND STATES	.9139 .	.	. \$	75.00
	.	.	.	
	.	.	.	
	.	.	.	

ISSUED FROM: OMAHA, NE

DATE OF ISSUE: 04/19/19 (BPP)

PRO-RATE FACTOR: 0.877



EMPLOYERS MUTUAL CASUALTY COMPANY
PHYSICIANS LABORATORY PC

POLICY NUMBER: 5H6-22-91---20
EFF DATE: 04/15/19 EXP DATE: 03/01/20
WC000001A

SUBJECT PREMIUM	.\$	75.00

STATE TOTAL ESTIMATED STANDARD PREMIUM	.\$	75.00

STATE TOTAL PREMIUM	.\$	75.00

O H I O

(007) NO PHYSICAL ADDRESS 90 W BROAD ST
COLUMBUS, OH. 43215

NUMBER OF EMPLOYEES:
MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 0
FULL TIME: 0 PART TIME: 0
SIC: 8071 NAICS:621511

CLASSIFICATION PHRASEOLOGY	.CODE . NO.	ESTIMATED ANNUAL . REMUNERATION	RATES . PER \$100 . REMUNERATION	ESTIMATED ANNUAL PREMIUM
LOCATION 007				
FLAT CHARGE FOR EMPLOYERS LIABILITY/VOLUNTARY COMPENSATION COVERAGE IN MONOPOLISTIC FUND STATES	.9139 .	.	.\$	75.00

SUBJECT PREMIUM	.\$	75.00

STATE TOTAL ESTIMATED STANDARD PREMIUM	.\$	75.00

STATE TOTAL PREMIUM	.\$	75.00

W A S H I N G T O N

(008) NO PHYSICAL ADDRESS 747 MARKET ST
TACOMA, WA. 98402

NUMBER OF EMPLOYEES:
MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 0
FULL TIME: 0 PART TIME: 0
SIC: 8071 NAICS:621511

CLASSIFICATION PHRASEOLOGY	.CODE . NO.	ESTIMATED ANNUAL . REMUNERATION	RATES . PER \$100 . REMUNERATION	ESTIMATED ANNUAL PREMIUM
LOCATION 008				
FLAT CHARGE FOR EMPLOYERS LIABILITY/VOLUNTARY COMPENSATION COVERAGE IN MONOPOLISTIC FUND STATES	.9139 .	.	.\$	75.00

SUBJECT PREMIUM	.\$	75.00
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ISSUED FROM: OMAHA, NE
DATE OF ISSUE: 04/19/19 (BPP) PRO-RATE FACTOR: 0.877



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EMPLOYERS MUTUAL CASUALTY COMPANY
PHYSICIANS LABORATORY PC

POLICY NUMBER: 5H6-22-91---20
EFF DATE: 04/15/19 EXP DATE: 03/01/20
WC000001A

STATE TOTAL ESTIMATED STANDARD PREMIUM . \$ 75.00

STATE TOTAL PREMIUM . \$ 75.00

W Y O M I N G

(009) NO PHYSICAL ADDRESS 150 E PEARL AVE
JACKSON, WY. 83001

NUMBER OF EMPLOYEES:
MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 0
FULL TIME: 0 PART TIME: 0
SIC: 8071 NAICS:621511

CLASSIFICATION PHRASEOLOGY	.CODE .	ESTIMATED .	RATES .	ESTIMATED
	. NO. .	ANNUAL .	PER \$100 .	ANNUAL
	.	REMUNERATION.	REMUNERATION	PREMIUM
LOCATION 009				
FLAT CHARGE FOR EMPLOYERS	.9139 .	.	.\$	75.00
LIABILITY/VOLUNTARY	. .	.	.
COMPENSATION COVERAGE IN	. .	.	.
MONOPOLISTIC FUND STATES	. .	.	.

SUBJECT PREMIUM . \$ 75.00

STATE TOTAL ESTIMATED STANDARD PREMIUM . \$ 75.00

STATE TOTAL PREMIUM . \$ 75.00

ESTIMATED POLICY PREMIUM . \$ 127,532.00
EXPENSE CONSTANT . \$ 250.00

TOTAL ESTIMATED POLICY PREMIUM . \$ 127,782.00



EMPLOYERS MUTUAL CASUALTY COMPANY
PHYSICIANS LABORATORY PC

POLICY NUMBER: 5H6-22-91---20
EFF DATE: 03/01/19 EXP DATE: 03/01/20

NAMED INSUREDS

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE
NAMED INSURED IS AMENDED TO READ AS FOLLOWS:

- 01 PHYSICIANS LABORATORY PC
 FEIN NUMBER: 470535862
 NE UI:
 ND UI:
 LOCATIONS: 001, 002, 003, 004, 005, 006

- 02 PHYSICIANS LABORATORY SERVICES INC
 FEIN NUMBER: 470549186
 NE UI:
 ND UI:
 LOCATIONS: 001, 002, 003, 004, 005, 006

- 03 THE 4840 COMPANY, A CO-PARTNERSHIP
 FEIN NUMBER: 470728029
 NE UI:
 ND UI:
 LOCATIONS: 001, 002, 003, 004, 005, 006

ISSUED FROM: OMAHA, NE
DATE OF ISSUE: 04/19/19 (BPP)
FORM 0417A (BPP)

03/01/19 007 JO 5H62291 2002



EMPLOYERS MUTUAL CASUALTY COMPANY
PHYSICIANS LABORATORY PC

POLICY NUMBER: 5H6-22-91---20
EFF DATE: 03/01/19 EXP DATE: 03/01/20

WC000406A

P R E M I U M D I S C O U N T E N D O R S E M E N T

THE PREMIUM FOR THIS POLICY AND THE POLICIES, IF ANY, LISTED IN ITEM 3 OF THE SCHEDULE MAY BE ELIGIBLE FOR A DISCOUNT. THIS ENDORSEMENT SHOWS YOUR ESTIMATED DISCOUNT IN ITEMS 1 OR 2 OF THE SCHEDULE. THE FINAL CALCULATION OF PREMIUM DISCOUNT WILL BE DETERMINED BY OUR MANUALS AND YOUR PREMIUM BASIS AS DETERMINED BY AUDIT. PREMIUM SUBJECT TO RETROSPECTIVE RATING IS NOT SUBJECT TO PREMIUM DISCOUNT.

S C H E D U L E

		ESTIMATED ELIGIBLE PREMIUM			
		FIRST	NEXT	NEXT	BALANCE
NEBRASKA	\$ 10,000 0.0%	\$ 190,000 9.1%	\$ 1,550,000 11.3%		12.3%

- 2. AVERAGE PERCENTAGE DISCOUNT:
- 3. OTHER POLICIES:
- 4. IF THERE ARE NO ENTRIES IN ITEMS 1, 2 AND 3 OF THE SCHEDULE, SEE THE PREMIUM DISCOUNT ENDORSEMENT ATTACHED TO YOUR POLICY NUMBER:

INSTRUCTIONS TO BIDDERS
City of Lincoln, Nebraska, County of Lancaster
E-Bid

1. BIDDING PROCEDURE

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

2. BID SECURITY

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

3. BIDDER'S REPRESENTATION

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

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

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

5. ADDENDA

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

6. INDEPENDENT PRICE DETERMINATION

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

7. ANTI-LOBBYING PROVISION

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

8. BRAND NAMES

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

9. DEMONSTRATIONS/SAMPLES

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

10. DELIVERY (Non-Construction)

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

11. WARRANTIES, GUARANTEES AND MAINTENANCE

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

12. ACCEPTANCE OF MATERIAL

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

13. BID EVALUATION AND AWARD

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

14. INDEMNIFICATION

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

15. TERMS OF PAYMENT

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

16. LAWS

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

17. EQUIPMENT TAX ASSESSMENT

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

18. AFFIRMATIVE ACTION

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

19. INSURANCE

- 19.1 All Bidders shall take special notice of the insurance provisions required for all City/County contracts (see *Insurance Requirements*).

20. EXECUTION OF AGREEMENT

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

- a. **PURCHASE ORDER**, unless otherwise noted.
 - 1. The contract shall consist of a City of Lincoln and Lancaster County Purchase Order.
 - 2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
- b. **CONTRACT**, unless otherwise noted.
 - 1. City and County will furnish copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed with the dated.
 - 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
 - 3. The City and County will sign and date the Contract..
 - 4. Upon approval and signature, the City and County, will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

- 21.1 The Owners are generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.
- 22.2 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.

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.