

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY  
NEBRASKA**

**Supply and Installation of Office Furniture –  
Sheriff's Office  
Bid No. 19-167**

**Office Interiors & Design, Inc.  
1401 Dahlberg Drive, Suite A  
Lincoln, NE 68512  
402-484-7500**

**LANCASTER COUNTY  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Office Interiors & Design, Inc.**, 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:

**Supply and Installation of Office Furniture – Sheriff’s Office, Bid No. 19-167**

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 \$38,196.81.**

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

7. Period of Performance: The work included in this Contract shall begin as soon as possible from date of executed contract. The project shall consist of three (3) phases. The final completion date of Phase 1 shall be six (6) weeks from Notice to Proceed or no later than August 23, 2019. The final completion date of Phase 2 is thirty (30) days from completion date of Phase 1. The final completion of Phase 3 is thirty (30) days from completion date of Phase 2.
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. Furniture Phasing Plan
  4. Furniture Plan
  5. Technical Specifications
  6. General Specifications
  7. Insurance Requirements
  8. Certificate of Insurance and Endorsements
  9. Protection of Proprietary Information and Trade Secrets
  10. Instructions to Bidders
  11. Notice to Bidders
  12. 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](http://lincoln.ne.gov) - Keyword: Bid - Awarded or Closed bids.

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

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**  
**Supply and Installation of Office Furniture – Sheriff’s Office**  
**Bid No. 19-167**  
**Lancaster County**  
**Office Interiors & Design, Inc.**

**EXECUTION BY CONTRACTOR**

**IF A CORPORATION:**

Attest:

\_\_\_\_\_  
Secretary Seal

OFFICE Interiors & Design  
Name of Corporation  
1401 Dahlberg Drive  
Address  
By: Diane Pulcinella <sup>ste A</sup>  
Duly Authorized Official  
President  
Legal Title of Official

**IF OTHER TYPE OF ORGANIZATION:**

OFFICE Interiors & Design  
Name of Organization  
Corporation  
Type of Organization  
1401 Dahlberg Drive  
Address  
By: Nancy Kraft  
Member  
By: Diane Duden  
Member

**IF AN INDIVIDUAL:**

Nancy Kraft  
Name  
1401 Dahlberg Drive  
Address  
Nancy Kraft  
Signature

**Lancaster County Signature Page**

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**CONTRACT**  
**Supply and Installation of Office Furniture – Sheriff’s Office**  
**Bid No. 19-167**  
**Lancaster County**  
**Office Interiors & Design, 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<br>440 S. 8th St.<br>Lincoln, NE 68508 | Address             | Lancaster County Sheriff<br>575 S. 10th St.<br>Lincoln, NE 68508 |
| Email           | rwalla@lincoln.ne.gov  | Contact             | Robert Walla<br>Purchasing Agent                  | Contact             |  |
| Phone           | 1 (402) 441-8309   |                     |   |                     |  |
| Fax             | 1 (402) 441-6513   |                     |   |                     |  |
| Bid Number      | 19-167 Addendum 1  | Department          |   | Department          |  |
| Title           | Supply and Installation of Office Furniture – Sheriff's office | Building            | Suite 200   | Building            |  |
| Bid Type        | Bid  | Floor/Room          |   | Floor/Room          |  |
| Issue Date      | 6/4/2019 02:05 PM (CT)   | Telephone           | 1 (402) 441-8309                                  | Telephone           |  |
| Close Date      | 6/14/2019 01:40:00 PM (CT)                                     | Fax                 | 1 (402) 441-6513                                  | Fax                 |  |
|                 |  | Email               | rwalla@lincoln.ne.gov                             | Email               |  |

## Supplier Information

Company OFFICE INTERIORS & DESIGN, INC.  
 Address 121 CHERRY HILL BLVD.  
 LINCOLN, NE 68510  
 Contact Nancy Kraft  
 Department  
 Building  
 Floor/Room  
 Telephone (402) 484-7500  
 Fax (402) 484-7575  
 Email NANCY.KRAFT@OIDINC.COM  
 Submitted 6/13/2019 01:13:47 PM (CT)  
 Total \$38,196.81

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

Signature Nancy Kraft

Email nancy.kraft@oidinc.com

## Supplier Notes

## Bid Notes

See General Specifications regarding substitutions or deviations.

## 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  | Instructions to Bidders                 | I acknowledge reading and understanding the Instructions to Bidders.   | Yes         |
| 3  | Insurance Requirements and Endorsements | <p>Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements.</p> <p>Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.</p> <p>Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.</p>  | Yes         |
| 4  | Specifications                          | I acknowledge reading and understanding the specifications.  | Yes         |
| 5  | 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         |
| 6  | Sample Contract                         | I acknowledge reading and understanding the sample contract.   | Yes         |
| 7  | Drawings                                | I acknowledge reading and understanding the Project Drawings.  | Yes         |
| 8  | Contact                                 | Name of person submitting this bid:  | Nancy Kraft |
| 9  | 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         |
| 10 | U.S. Citizenship Attestation            | <p>Is your company legally considered an Individual or Sole Proprietor: YES or NO</p> <p>As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at:<br/> <a href="http://www.sos.ne.gov/business/notary/citizenforminfo.html">http://www.sos.ne.gov/business/notary/citizenforminfo.html</a></p> <p>All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.</p> <p>If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>Vendor further understands and agrees that lawful</p> | no          |



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.

11 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. Yes

Reason: See Bid Attachments section for Addendum information.



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
07/03/2019

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 any rights to the certificate holder in lieu of such endorsement(s).


|  |   |
|--|---|
| PRODUCER<br><b>INSPRO Insurance</b><br>P.O. Box 6847<br>Lincoln, NE 68506<br>402 483-4500                | CONTACT NAME: <b>Quentin Christensen</b>  |
|  | PHONE (A/C, No, Ext): <b>402-483-4500</b> FAX (A/C, No): <b>402-483-7977</b><br>E-MAIL ADDRESS: <b>qchristensen@insproins.com</b> |
| INSURED<br><b>Office Interiors and Design, Inc.</b><br>1401 Dahlberg Drive, Suite A<br>Lincoln, NE 68512 | INSURER(S) AFFORDING COVERAGE      NAIC #   |
|  | INSURER A: <b>QBE Insurance Corporation</b> <b>39217</b>  |
|  | INSURER B: <b>SFM Mutual Insurance Co</b> <b>11347</b>  |
|  | INSURER C:  |
|  | INSURER D:  |
|  | INSURER E:  |

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|--------------------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | X                  | BBP0006866    | 06/23/2019              | 06/23/2020              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COM/PO/AGG \$2,000,000<br>\$ |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY  | X                  | BCA0002728    | 06/23/2019              | 06/23/2020              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0  |                    | BUM0002960    | 06/23/2019              | 06/23/2020              | EACH OCCURRENCE \$2,000,000<br>AGGREGATE \$2,000,000<br>\$   |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory In NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>Y           | X 94137202    | 12/11/2018              | 12/11/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$500,000<br>E.L. DISEASE - EA EMPLOYEE \$500,000<br>E.L. DISEASE - POLICY LIMIT \$500,000                               |
| A        | Inland Marine  |                    | BIM000317     | 06/23/2019              | 06/23/2020              |  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Lincoln, Nebraska; Lancaster County, Nebraska; Lincoln-Lancaster County Public Building Commission are named as Additional Insured in regards to the general liability and auto coverage. A Waiver of Subrogation applies to the General Liability and Workers Compensation policies.

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br>City of Lincoln, Lancaster County<br>Lincoln-Lancaster County Public Building Commission<br>555 S 10th<br>Lincoln, NE 68508 | <b>CANCELLATION</b><br><br>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<br><br>   |

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

## **BLANKET ADDITIONAL INSURED — WHEN REQUIRED BY WRITTEN AGREEMENT**

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

#### **Paragraph C. Who is an insured in Section II — Liability**

- A.** Is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned or rented to you.
- B.** The limits of insurance applicable to the additional Insured are those specified in the Declarations of this Policy or in the written contract, whichever is lower. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- C.** Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether that insurance is primary, excess, contingent or on any other basis, unless you and the additional insured have specifically agreed in a written contract or written agreement that this insurance be primary.
- When coverage is provided on a primary basis we will not seek contribution from any other insurance available to the additional insured if a written contract or written agreement requires that this insurance be noncontributory.
- D.** All other terms and conditions of this policy remain unchanged.

## SCHEDULE OF FORMS AND ENDORSEMENTS

|  |                                      |
|--|--------------------------------------|
| <b>POLICY NUMBER:</b><br>BBP0006866-00 | <b>EFFECTIVE DATE:</b><br>06/23/2019 |
|--|--------------------------------------|

| <u>NUMBER</u>       | <u>TITLE</u>   |
|---------------------|--|
| AH CI 8520 (12-18)  | Commercial Insurance Policy Jacket   |
| BP DS 01 (07-13)    | Businessowners Policy Declarations   |
| BP DS 01-S (07-13)  | Supplemental Declarations Page   |
| BP 00 03 (07-13)    | Businessowners Coverage Form   |
| BP IN 01 (07-13)    | Businessowners Coverage Form Index   |
| AH IL 8525 (09-17)  | Fees And Surcharge Schedule  |
| AH BP 80 04 (09-17) | Lead Liability Exclusion   |
| AH BP 80 13 (09-17) | Businessowners Plus Endorsement  |
| AH BP 80 54 (09-17) | Notice Of Terrorism Insurance Coverage   |
| AH BP 80 57 (09-17) | Exclusion - Sunlamps And Tanning Beds  |
| AH BP 80 58 (09-17) | Pollutants Definition Amendment  |
| AH BP 80 73 (09-17) | Businessowners Enhancement Form  |
| AH BP 80 84 (10-17) | Blanket Additional Insured - When Required By Written Agreement  |
| AH BP 81 86 (09-17) | Asbestos Exclusion   |
| AH BP 81 83 (09-17) | Nuclear, Biological, Chemical and Radiological Hazards Exclusion   |
| AH BP 82 10 (09-17) | Equipment Breakdown Coverage   |
| BP 01 12 (12-17)    | Nebraska Changes   |
| BP 04 02 (07-13)    | Additional Insured - Managers Or Lessors Of Premises   |
| BP 04 02 (07-13)    | Additional Insured - Managers Or Lessors Of Premises   |
| BP 04 17 (01-10)    | Employment-related Practices Exclusion   |
| BP 04 19 (07-13)    | Amendment - Liquor Liability Exclusion - Exception For Scheduled Premises Or Activities                                  |
| BP 04 39 (07-02)    | Abuse or Molestation Exclusion   |
| BP 04 41 (07-13)    | Business Income Changes - Time Period  |
| BP 04 50 (07-13)    | Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization                                   |
| BP 04 52 (07-13)    | Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivisions - Permits Or Authorization    |
| BP 04 83 (01-10)    | Removal Of Insurance-to-value Provisions   |
| BP 04 97 (01-06)    | Waiver Of Transfer Of Rights Of Recovery Against Others To Us  |
| BP 05 01 (07-02)    | Calculation Of Premium   |
| BP 05 15 (01-15)    | Disclosure Pursuant To Terrorism Risk Insurance Act  |
| BP 05 17 (01-06)    | Exclusion - Silica Or Silica-Related Dust  |
| BP 05 23 (01-15)    | Cap On Losses From Certified Acts Of Terrorism   |
| BP 05 38 (01-15)    | Exclusion Of Other Acts Of Terrorism Committed Outside The United States; Cap On Losses From Certified Acts Of Terrorism |
| BP 05 42 (01-15)    | Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism  |
| BP 05 77 (01-06)    | Fungi Or Bacteria Exclusion (Liability)  |
| BP 12 03 (01-10)    | Loss Payable Clauses   |
| BP 14 79 (07-13)    | Specified Business Personal Property Temporarily Away From Premises  |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

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" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

|                                    |                                 |
|------------------------------------|---------------------------------|
| <b>Named Insured:</b>              | Office Interiors and Design Inc |
| <b>Endorsement Effective Date:</b> | 06/23/2019                      |

### SCHEDULE

|   |
|---|
| <b>Name Of Person(s) Or Organization(s):</b>  |
| City of Lincoln and/or Lancaster County and/or City of Lincoln/Lancaster County<br>Public Building Commission<br>555 S 10th St<br>Lincoln, NE 68508 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.  |

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

|   |
|---|
| <b>Name Of Person Or Organization:</b>  |
| City of Lincoln Lancaster County and/or City of Lincoln/Lancaster County Public Building Commission<br>555 S 10th St<br>Lincoln, NE 68508 |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.                                    |

Paragraph K. **Transfer Of Rights Of Recovery Against Others To Us** in **Section III – Common Policy Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

SFM Safe Insurance Company  
Workers' Compensation and Employers' Liability Policy

Waiver Of Our Right To Recover From Others Endorsement

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

This endorsement, effective on **12/11/2018** at 12:01 A.M. standard time, forms a part of Policy **094137.202** issued to **Office Interiors and Design Inc.**

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.

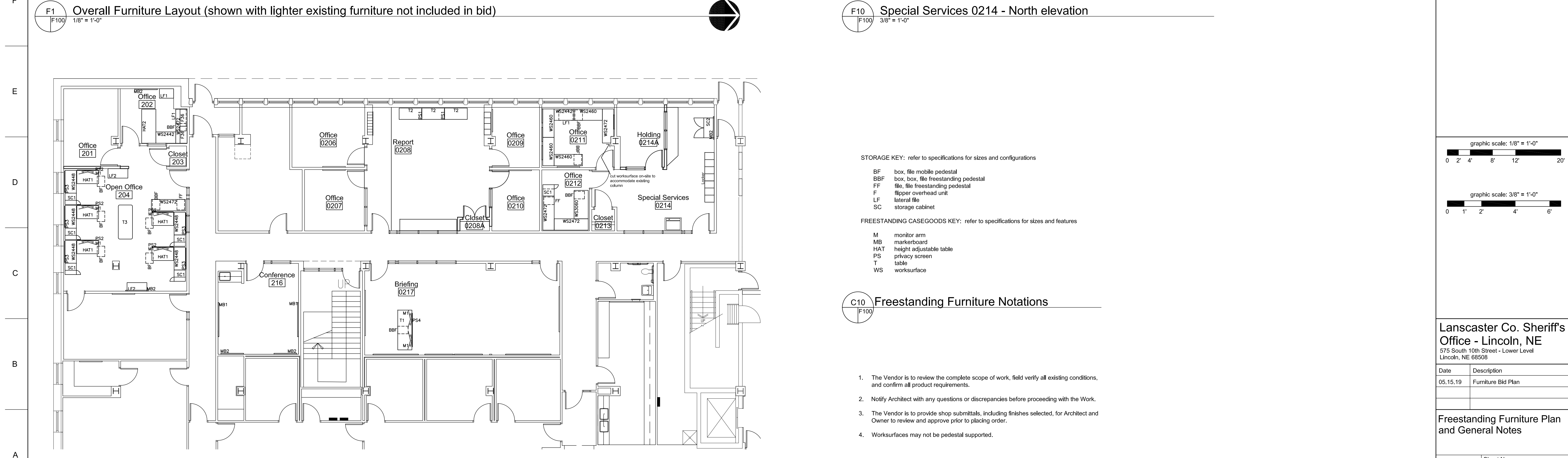
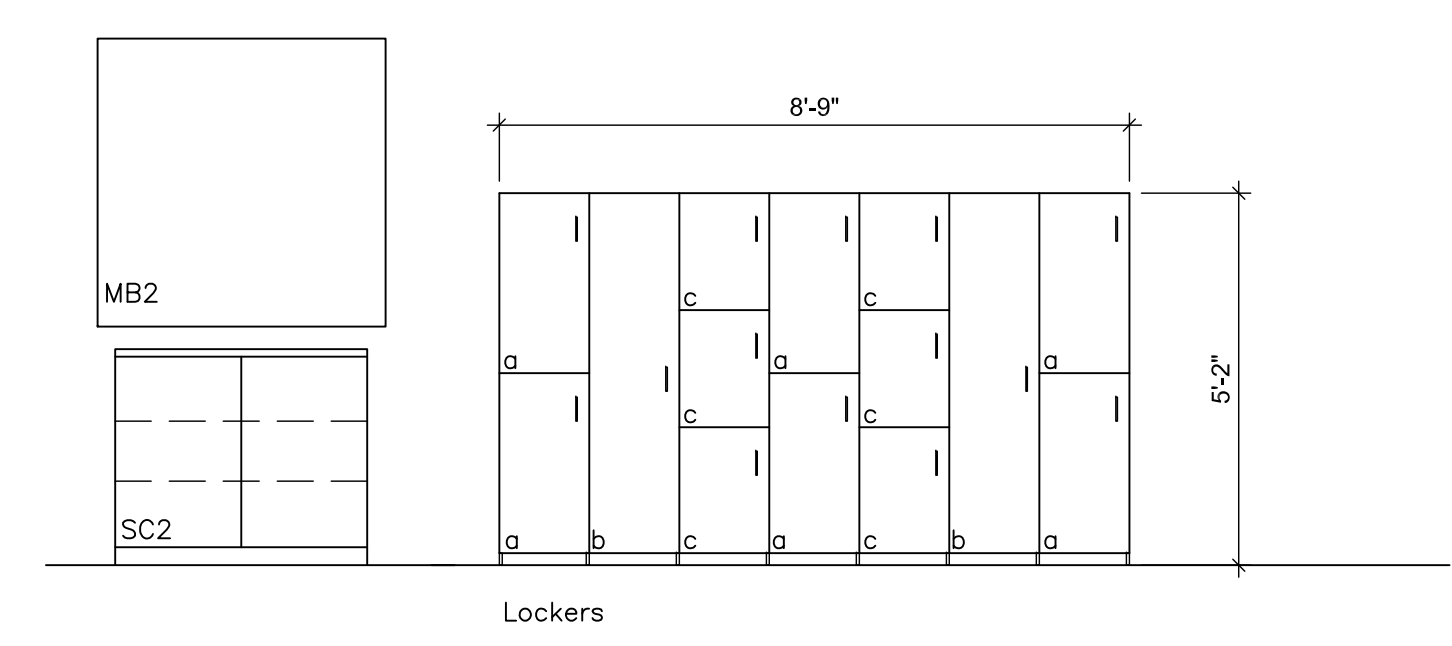
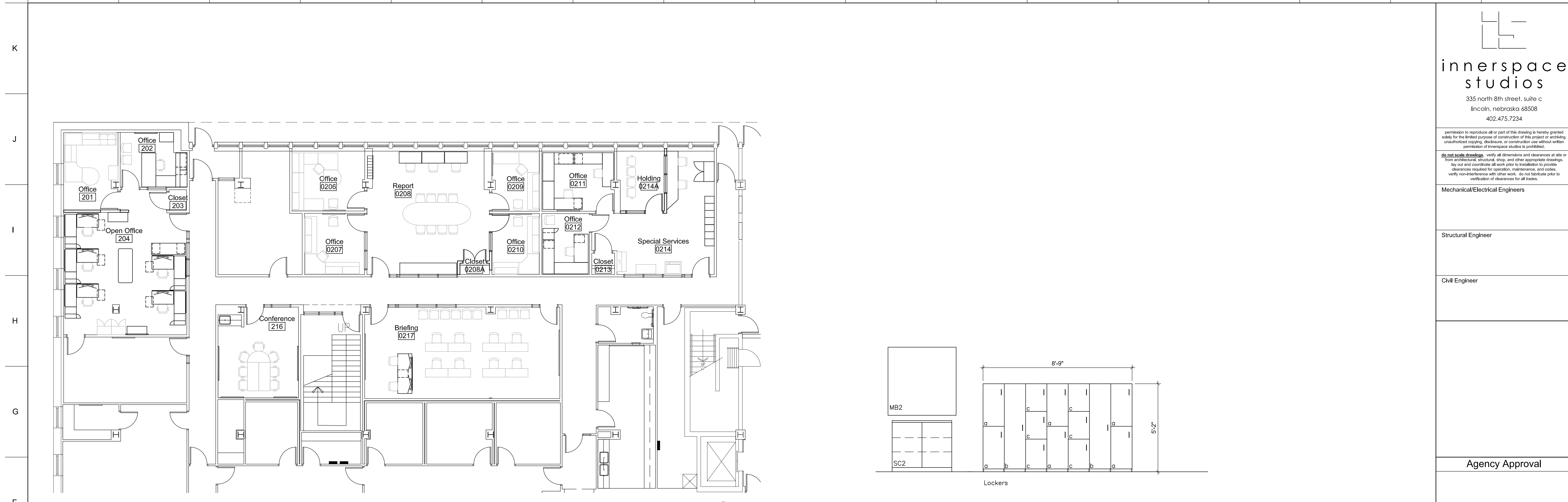
SCHEDULE

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This waiver of subrogation endorsement applies to the state of Nebraska and the City of Lincoln.

Blanket Waiver: The named insured agrees to waive all rights of subrogation against entities that have contractual requirements for such.





- C10 Freestanding Furniture Notations**  
 1/8" = 1'-0"
- STORAGE KEY:** refer to specifications for sizes and configurations
- BF box, file mobile pedestal
  - BBF box, box, file freestanding pedestal
  - FF file, file freestanding pedestal
  - F flipper overhead unit
  - LF lateral file
  - SC storage cabinet
- FREESTANDING CASEGOODS KEY:** refer to specifications for sizes and features
- M monitor arm
  - MB markerboard
  - HAT height adjustable table
  - PS privacy screen
  - T table
  - WS worksurface

- A10 General Systems Furniture Notes**  
 1/8" = 1'-0"
1. The Vendor is to review the complete scope of work, field verify all existing conditions, and confirm all product requirements.
  2. Notify Architect with any questions or discrepancies before proceeding with the Work.
  3. The Vendor is to provide shop submittals, including finishes selected, for Architect and Owner to review and approve prior to placing order.
  4. Worksurfaces may not be pedestal supported.

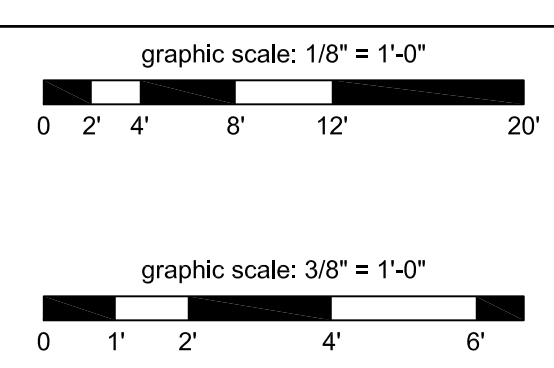
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 lincoln, nebraska 68508  
 402.475.7234

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Mechanical/Electrical Engineers  
 Structural Engineer  
 Civil Engineer

Agency Approval



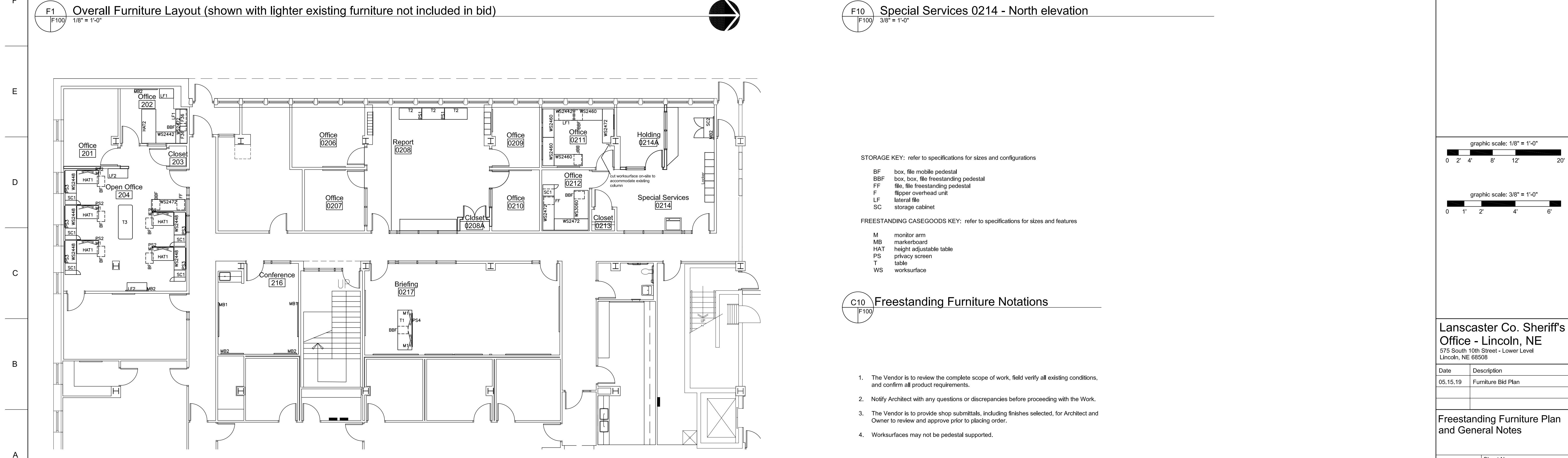
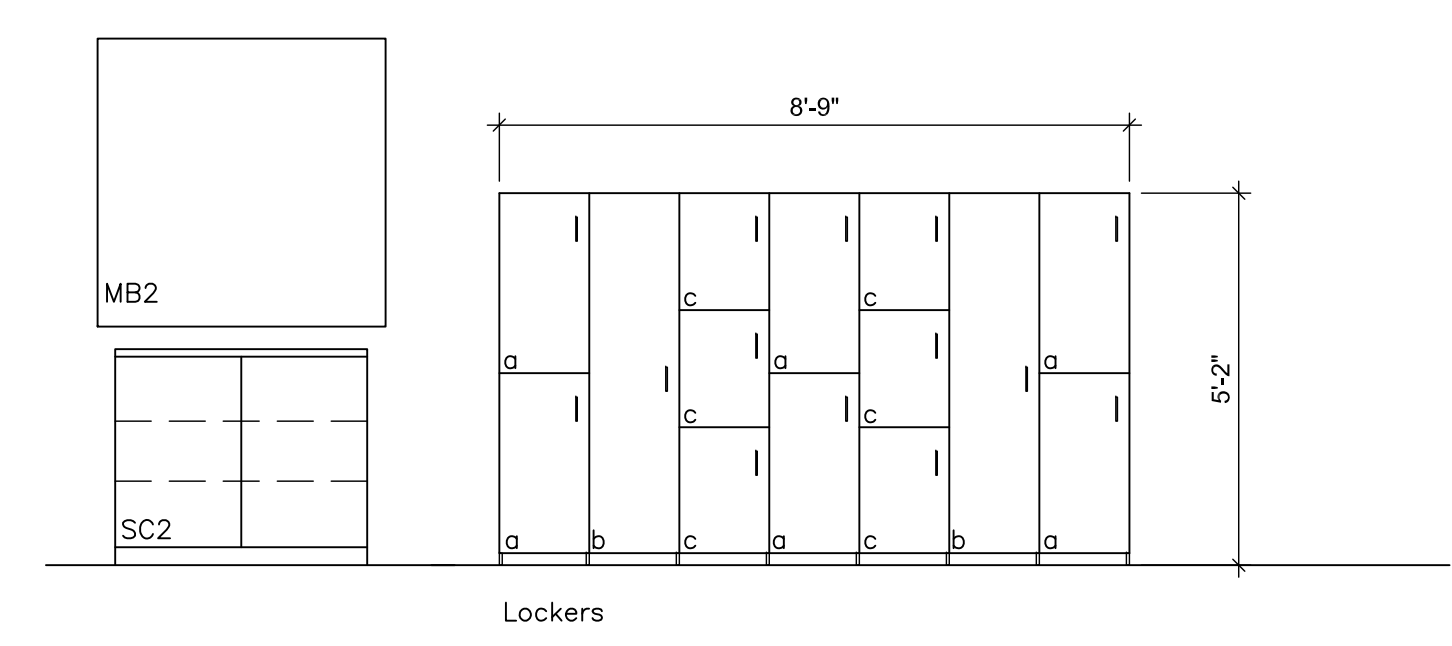
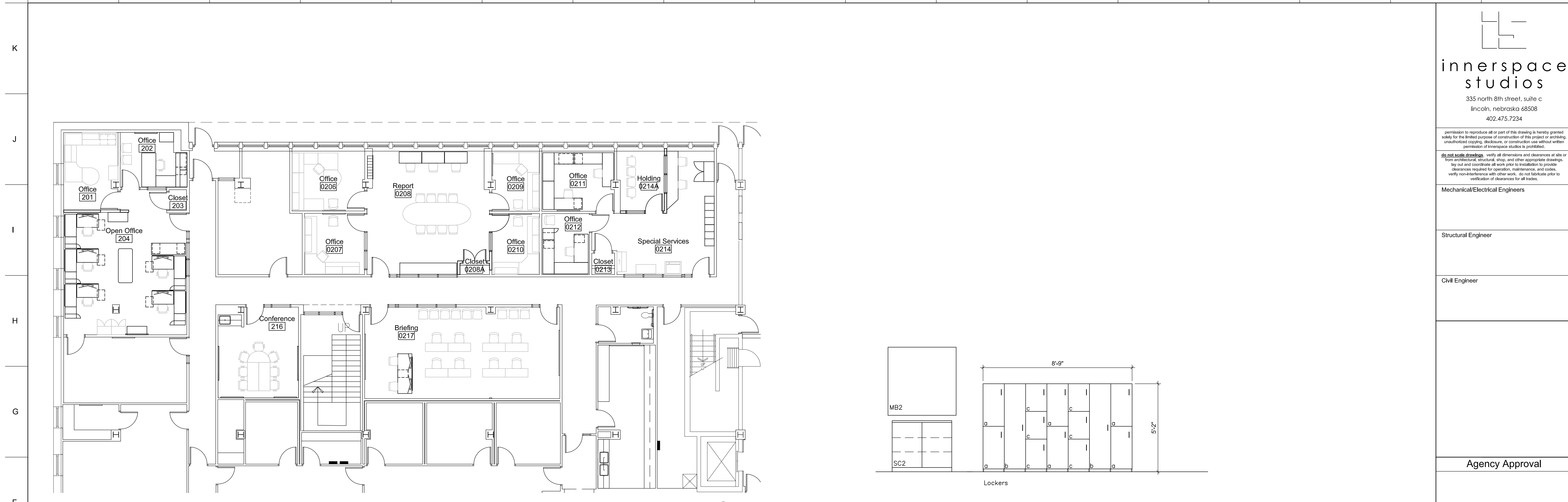
**Lancaster Co. Sheriff's Office - Lincoln, NE**  
 575 South 10th Street - Lower Level  
 Lincoln, NE 68508

| Date     | Description        |
|----------|--------------------|
| 05.15.19 | Furniture Bid Plan |

**Freestanding Furniture Plan and General Notes**

Designed: djm Sheet No.  
 Drawn by: slb  
 Reviewed: mld  
 Proj No: 4558

**F100**



- C10 Freestanding Furniture Notations**  
 1/8" = 1'-0"
- STORAGE KEY:** refer to specifications for sizes and configurations
- BF box, file mobile pedestal
  - BBF box, box, file freestanding pedestal
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  - LF lateral file
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- FREESTANDING CASEGOODS KEY:** refer to specifications for sizes and features
- M monitor arm
  - MB markerboard
  - HAT height adjustable table
  - PS privacy screen
  - T table
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- A10 General Systems Furniture Notes**  
 1/8" = 1'-0"
1. The Vendor is to review the complete scope of work, field verify all existing conditions, and confirm all product requirements.
  2. Notify Architect with any questions or discrepancies before proceeding with the Work.
  3. The Vendor is to provide shop submittals, including finishes selected, for Architect and Owner to review and approve prior to placing order.
  4. Worksurfaces may not be pedestal supported.

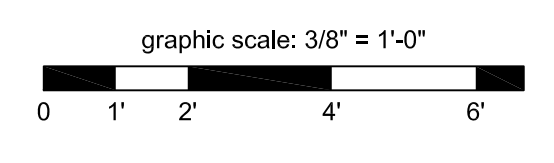
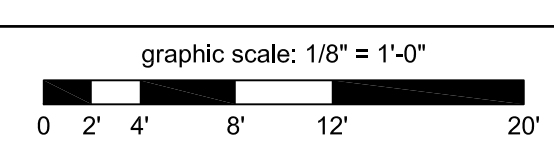
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Mechanical/Electrical Engineers  
 Structural Engineer  
 Civil Engineer

Agency Approval



**Lancaster Co. Sheriff's Office - Lincoln, NE**  
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| 05.15.19 | Furniture Bid Plan |

**Freestanding Furniture Plan and General Notes**

Designed: djm Sheet No.  
 Drawn by: slb  
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 Proj No: 4558

**F100**

File Path

## **SECTION 125000 - FURNISHINGS**

### **PART 1 - GENERAL**

#### 1.1 SUMMARY

- A. Includes tables, sit-to-stand tables, casegoods, privacy screens, monitor arms, filing cabinetry, storage cabinets, laminate lockers, and marker boards.
- B. Refer to drawings for layout and quantity of items.

#### 1.2 QUALITY ASSURANCE

- A. Materials and finishes to have Class A fire rating. Electrical to be UL listed.
- B. Products to meet or exceed all ANSI and BIFMA tests.
- C. Mockups: Actual product or installation within the Lincoln market available for viewing upon request.

#### 1.3 PROJECT CONDITIONS

- A. Do not deliver, stage, or install products until General Contractor is substantially completed and Owner authorizes access to Project site.
- B. Owner and other Tenants will occupy portions of building during Work. Conduct Work so Owner's and other Tenant's operations will not be disrupted.

#### 1.4 PRODUCT SELECTION PROCEDURES

- A. Provide products that comply with the Contract Documents, are undamaged, and are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
- B. Submit product data, samples, and shop drawings for each type of product for Architect and Owner to review and approve prior to placing order.
  - 1. Architect will select finish where products are accompanied by the term "as selected."
  - 2. Include all parts and indicate quantities being provided.

#### 1.5 WARRANTY

- A. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  - 1. Warranty Period for all Furnishings, except as listed below: 12 years from date of Completion.
  - 2. Warranty Period for Sit-to-Stand Tables: 12 years from date of Completion.
    - a. Warranty Period for Electrical Components: 5 years from date of Completion.
  - 3. Warranty Period for Monitor Arms: 15 years from date of Completion.

## **PART 2 - PRODUCTS**

### **2.1 FURNITURE, GENERAL**

- A. All products of a design, material, and workmanship to withstand daily usage over an extended life with a minimum of maintenance and repair.
- B. Fabricate products square, rigid, without warp, and with faces flat and free of dents or distortions. All products safe to touch and free of rough or sharp edges.
- C. All products capable of being installed without penetration of finished surfaces or use of thru fasteners.
- D. Correct Quantities: Dealer responsible for providing correct quantities of each item necessary for a complete and functioning installation.
- E. Materials and Finishes:
  - 1. Exposed Metal: Finished with manufacturer's standard baked-on coating.
    - a. Color: As selected from manufacturer's standard range.
  - 2. Molded Plastic: High-density polyethylene, blow or injection molded.
    - a. Color: As selected from manufacturer's standard range.
  - 3. Plastic Laminate: NEMA LD 3, HGS (General Purpose type, 0.048-inch nominal thickness).
    - a. Color and Pattern: As selected from manufacturer's standard range.
  - 4. Fabrics:
    - a. Color and Pattern: As selected from manufacturer's standard range for grade A/1.

### **2.2 TABLES**

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - 1. Allsteel.
  - 2. Haworth.
  - 3. Herman Miller.
  - 4. Kimball.
  - 5. Knoll.
  - 6. Steelcase.
  - 7. Teknion.
- B. Tables, General:
  - 1. Tops: 1-1/4 inch thick minimum.
  - 2. All necessary supporting hardware supplied.
    - a. Components fastened with concealed tight joint connecting devices.
    - b. Levelers provided to accommodate height adjustment.
- C. Briefing Table, T1:
  - 1. Top: Plastic laminate.
  - 2. Edge: Extruded 2mm PVC edging or eased vinyl.
  - 3. Legs: Metal T-leg.
  - 4. Provide with integrated wire management.
  - 5. Dimensions: 30 inches x 84 inches.
  - 6. Quantity: 1 each.

- D. Report Table, T2:
  - 1. Top: Plastic laminate.
  - 2. Edge: Extruded 2mm PVC edging or eased vinyl.
  - 3. Legs: Metal T-leg.
  - 4. Provide with integrated wire management.
  - 5. Dimensions: 24 inches x 48 inches.
  - 6. Quantity: 3 each.
  
- E. Collaboration Table, T3:
  - 1. Top: Plastic laminate.
  - 2. Edge: Extruded 2mm PVC edging or eased vinyl.
  - 3. Legs: Metal T-leg with casters.
  - 4. Dimensions: 30 inches x 72 inches.
  - 5. Quantity: 1 each.

### 2.3 SIT-TO-STAND TABLES

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the product specified or comparable product.
  - 1. Basis-of-Design Products:
    - a. Haworth; Planes.
    - b. Herman Miller; Renew.
    - c. Teknion; Livello.
  
- B. Sit-to-Stand Tables, General:
  - 1. Height adjustable from standard desk height to 42 inch standing height.
    - a. Electric with lifting capacity 150 pounds minimum, including top.
    - b. Controls easy and quick to operate by user on daily basis.
    - c. Pin and crank adjustments are not acceptable.
  - 2. All necessary supporting hardware supplied.
  - 3. Provide with integrated wire management.
  - 4. Top: 1-1/4 inch thick minimum, plastic laminate.
  - 5. Edge: Extruded 2mm PVC edging.
  - 6. Base: Metal T-legs.
  
- C. Sit-to-Stand Table, HAT1:
  - 1. Top: To match adjacent surfaces.
  - 2. Dimensions: Nominal 30 inches x 48 inches.
  - 3. Quantity: 5 each.
  
- D. Office Sit-to-Stand Table, HAT2:
  - 1. Top: To match adjacent surfaces.
  - 2. Dimensions: Nominal 30 inches x 72 inches.
  - 3. Quantity: 1 each.

### 2.4 CASEGOODS

- A. Products: Subject to compliance with requirements, provide one of the products specified or a comparable product.
  - 1. Allsteel; Stride.
  - 2. Haworth; Compose.
  - 3. Herman Miller; Canvas.
  - 4. Kimball; Xsite/Footprint.
  - 5. Knoll Dividends.
  - 6. Steelcase; Answer.
  - 7. Teknion; Leverage.

City of Lincoln  
Lancaster County Sheriff's Office

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- B. Casegoods, General:
1. All necessary supporting hardware supplied.
    - a. Components fastened with concealed tight joint connecting devices.
    - b. Levelers provided to accommodate height adjustment.
- C. Freestanding Worksurfaces, WS2442, WS2448, WS2460, WS2472, WS3060:
1. Top: 1-1/4 inch thick minimum, plastic laminate.
    - a. Worksurfaces capable of accepting keyboard trays.
  2. Edge: Extruded 2mm PVC edging.
  3. Supports: Plastic laminate end panel or metal T-leg.
  4. Modesty Panel: Not required.
  5. Provide with integrated wire management.
  6. Able to accept installation of privacy screen.
  7. Depths: 24 and 30 inches.
  8. Lengths: 42, 48, 60, and 72 inches.
  9. Quantities:
    - a. WS2442: 2 each.
    - b. WS2448: 5 each.
    - c. WS2460: 4 each.
    - d. WS2472: 5 each.
    - e. WS3060: 1 each.
- D. Overhead Storage with Tackboard, F36:
1. Shelf 18 gauge steel capable of accepting organizers and other accessories.
  2. Cabinets incorporate top, front, and back to provide a closed, lockable cabinet.
  3. Door runs of full-extension ball bearing glides with friction-free operation.
  4. Each cabinet provided with removable core and fully tackable tackboard below.
    - a. Key alike cabinet, including lateral files and pedestals, within each workstation.
    - b. Fully tackable is defined as the ability to securely hold a common pushpin and five (5) sheets of paper in a vertical position without sagging or coming loose.
  5. Cabinet wall-mounted or stanchion-supported.
  6. Tackboard fabric covered with single-piece fabric stretched over entire face of tackboard and secured entire perimeter of tackboard.
  7. Dimensions: 36 inches wide x binder height x binder depth.
  8. Quantity: 2 each.

## 2.5 PRIVACY SCREENS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
1. Allsteel.
  2. Haworth.
  3. Herman Miller.
  4. Kimball.
  5. Knoll.
  6. Steelcase.
  7. Teknion.
- B. Privacy Screens, General:
1. Screens fully tackable both sides.
    - a. Fully tackable is defined as the ability to securely hold a common pushpin and five (5) sheets of paper in a vertical position without sagging or coming loose.
  2. Screens fabric covered both sides with single-piece fabric stretched over entire faces of screen and secured entire perimeter of screen.
  3. Screen installation to not interfere with wire management on surfaces.

- C. Privacy Screen for Side, PS1:
  - 1. Location: Side screen.
  - 2. Mount: Slide-on or clamp.
  - 3. Dimension: Depth of surface x nominal height 12 inches.
  - 4. Quantity: 2 each.
  
- D. Privacy Screen on HAT, PS2:
  - 1. Location: Front screen.
  - 2. Mount: Attached to underside of surface.
  - 3. Dimension: Length of surface x nominal height 52 inches.
    - a. Bottom of screen at 10 inches below surface.
  - 4. Quantity: 5 each.
  
- E. Privacy Screen with Ledge, PS3:
  - 1. Location: Front screen.
  - 2. Mount: Attached to surface.
  - 3. Dimension: Length of surface x nominal height 12 inches.
  - 4. Accessory: 2 inch deep utility ledge along bottom of screen.
  - 5. Quantity: 5 each.
  
- F. Privacy Screen on Table, PS4:
  - 1. Location: Front screen.
  - 2. Mount: Attached to underside of surface.
  - 3. Dimension: Length of surface x nominal height 46 inches.
    - a. Bottom of screen at 10 inches below surface.
  - 4. Quantity: 1 each.

## 2.6 MONITOR ARMS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide the product specified or comparable product.
  - 1. Basis-of-Design Products:
    - a. Humanscale; M/Flex.
  
- B. Monitor Arms, General:
  - 1. VESA compatible for flat screen monitors of various sizes.
  - 2. Adjustable with simple one-hand adjustments.
  - 3. Integrated cable management within arm.
  - 4. Height adjustment 10 inches.
  - 5. Arm reach 20 inches.
  - 6. Angle ranges 160 degree vertical and 200 degree lateral.
  - 7. Supports monitors of 20 pounds maximum.
  
- C. Monitor Arm, M1:
  - 1. Style: Dual-arm.
  - 2. Mount: Clamp mount to surface.
  - 3. Quantity: 7 each.

## 2.7 FILING CABINETRY

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - 1. Allsteel.
  - 2. Haworth.
  - 3. Herman Miller.

City of Lincoln  
Lancaster County Sheriff's Office

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4. Kimball.
  5. Knoll.
  6. Steelcase.
  7. Teknion.
- B. Filing Cabinetry, General:
1. Welded steel frame construction to provide maximum structural integrity and constructed in a manner that will prevent warping, twisting, or sagging.
  2. 22 gauge formed steel exterior.
  3. Pulls: Manufacturer's standard full-length recessed pull.
  4. Locks: Each cabinet provided with removable core and gang-key lock.
    - a. Cabinets within each workstation or office to be keyed alike.
  5. Full-extension, heavy-duty, drawer glides rated at 200 lbs.
  6. Adjustable shelves rated at 180 lbs.
  7. Counter-weights provided.
  8. Provided with leveling devices to compensate for uneven floors.
- C. Lateral File, LF1:
1. Size: 18 inches x 30 inches x two modules high.
  2. Configuration:
    - a. Top and Base: Manufacturer's standard.
    - b. Bottom Module: File drawer, nominal height 12 inches.
    - c. Top Module: File drawer, nominal height 12 inches.
  3. Accessories: Each module provided with needed accessories for front-to-back filing.
  4. Quantity: 3 each.
- D. Lateral File, LF2:
1. Size: 18 inches x 42 inches x three modules high.
  2. Configuration:
    - a. Top and Base: Manufacturer's standard.
    - b. Bottom Module: File drawer, nominal height 12 inches.
    - c. Second Module: File drawer, nominal height 12 inches.
    - d. Top Module: File drawer, nominal height 12 inches.
  3. Accessories: Each module provided with needed accessories for front-to-back filing.
  4. Quantity: 2 each.
- E. Freestanding Pedestal, BBF:
1. Size: Letter width x nominal depth of 24 inches.
  2. Configuration:
    - a. Top and Base: Manufacturer's standard, finished.
    - b. Pedestal: Box-Box-File unit.
      - 1) Box drawer, nominal height 6 inches.
      - 2) File drawer, nominal height 12 inches.
  3. Accessories:
    - a. Box drawer with adjustable metal divider, each drawer.
    - b. Box drawer with pencil tray, one per unit.
  4. Quantity: 6 each.
- F. Freestanding Pedestal, FF:
1. Size: Letter width x nominal depth of 24 inches.
  2. Configuration:
    - a. Top and Base: Manufacturer's standard, finished.
    - b. Pedestal: File-File unit.
      - 1) File drawer, nominal height 12 inches.
  3. Quantity: 2 each.



- G. Mobile Pedestal, BF:
1. Size: Letter width x nominal depth of 24 inches.
  2. Configuration:
    - a. Base: Manufacturer's standard with casters.
    - b. Pedestal: Box-File unit.
      - 1) Box drawer, nominal height 6 inches.
      - 2) File drawer, nominal height 12 inches.
    - c. Top: Manufacturer's standard finished.
  3. Accessories:
    - a. Box drawer with adjustable metal divider.
    - b. Handgrip handle for maneuvering within workstation.
  4. Quantity: 5 each.
- H. Storage Tower Cabinet, SC1:
1. Size: 24 inches x 24 inches x 54 inches high.
  2. Configuration:
    - a. Top and Base: Manufacturer's standard.
    - b. Pedestal: File-File unit.
      - 1) File drawer, nominal height 12 inches.
    - c. Bookcase: Side-facing with adjustable shelf
    - d. Wardrobe: Full height door, shelf, and coat hook or bar.
  3. Quantity: 6 each.
- I. Storage Cabinet, SC2:
1. Size: 18 inches x 42 inches x 36 inches high.
  2. Configuration:
    - a. Top and Base: Manufacturer's standard.
    - b. Doors: Two.
    - c. Shelves: Two adjustable.
  3. Quantity: 1 each.
- 2.8 LAMINATE LOCKERS
- A. Basis-of-Design Product: Subject to compliance with requirements, provide the product specified or comparable product.
1. Basis-of-Design Products:
    - a. Carolina; Mile Marker.
    - b. Watson; Zone.
- B. Laminate Lockers, General:
1. Constructed to provide maximum structural integrity and constructed in a manner that will prevent warping, twisting, or sagging.
  2. Case: 3/4-inch composite wood product.
    - a. Finish: Plastic laminate.
    - b. Edge: 1mm PVC banding.
  3. Door: 3/4-inch composite wood product.
    - a. Finish: Plastic laminate.
    - b. Edge: 1mm PVC banding.
    - c. Hinge: Frameless concealed (European type), 120 degrees of opening.
    - d. Pull: Manufacturer's standard.
    - e. Lock: Key. Provide master key to open all locks.
  4. Base: Manufacturer's standard shared base, 2 inches high.
  5. Provided with leveling devices to compensate for uneven floors.

- C. Locker, L1:
  - 1. Size: 20 inches x 105 inches x 62 inches high.
    - a. Sub-units: 15 inches wide.
    - b. Sub-unit A: 30 inches high (2 high).
    - c. Sub-unit B: 60 inches high (1 high).
    - d. Sub-unit C: 20 inches high (3 high).
  - 2. Accessories:
    - a. Sub-unit A: 2 hooks.
    - b. Sub-unit B: 2 hooks with shelf.
    - c. Sub-unit C: None.
  - 3. See elevation on drawing sheet for configuration of subunits.

## 2.9 MARKER BOARDS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - 1. Claridge.
  - 2. Clarus.
  - 3. Egan Visual.
  - 4. Ghent.
- B. Marker Boards, General:
  - 1. Factory-fabricated assembly.
  - 2. Panel: White 6-mm tempered glass or porcelain-enamel, magnetic.
  - 3. Frame: Aluminum, square slim profile, satin anodized.
  - 4. Mounting: Concealed.
- C. Marker Board, MB1:
  - 1. Size: 48 inches high x 72 inches long.
  - 2. Mounting Height: Confirm with tenant prior to installation.
  - 3. Accessory: Marker tray, thin blade.
  - 4. Quantity: 2.
- D. Marker Board, MB2:
  - 1. Size: 48 inches high x 48 inches long.
  - 2. Mounting Height: Confirm with tenant prior to installation.
  - 3. Accessory: Marker tray, thin blade.
  - 4. Quantity: 5.

## **PART 3 - EXECUTION**

### 3.1 PREPARATION

- A. Take field measurements as required to fit the Work properly.

### 3.2 INSTALLATION

- A. Installation crew Manufacturer-authorized for each product type provided.
- B. Install product level, plumb, and square with proper alignment to adjoining furniture and in accordance with Manufacturer's written installation procedures for each product type provided.
  - 1. Parts securely interconnected.
  - 2. Installation includes all parts necessary for complete and functioning work environment, including electrical system.

- C. Vendor to receive, inventory, uncarton, and stage all product.
  - 1. Coordinate with other vendors working at the Project site.
- D. Conduct an initial walk-thru to correct deficiencies prior to Architect's punchlist.
- E. Vendor responsible for removal of all trash and debris associated with installation.
  - 1. Remove packing material from site at the end of each day.

3.3 STARTING AND ADJUSTING

- A. Adjust operating components for proper operation without binding.

3.4 TRAINING

- A. Provide user orientation program at no cost for demonstration of product features, functions usage, and maintenance for each product type provided.

**END OF SECTION 125000**

PS1



PS2, PS4



PS3



## GENERAL SPECIFICATIONS

### LANCASTER COUNTY SHERIFFS OFFICE FURNITURE SUPPLY AND INSTALLATION

#### 1. GENERAL NOTICE

- 1.1 Lancaster County, hereinafter referred to as Owners, are requesting bids from qualified companies, hereinafter referred to as Vendor(s) for the supply of office furniture and installation services for the Lancaster County Sheriff Office.
  - 1.1.1 The proposed installation site is located at the Hall of Justice, 575 So. 10<sup>th</sup> Street, Lincoln, NE.
  - 1.1.2 A detailed description of work and plans are attached to the ebid system in the Bid Attachment section.
- 1.2 The Vendor shall include all costs associated with the labor, supervision, materials, supplies, permits and licenses required to perform the services requested in these Specifications, the plans and drawings and other bid documents.
  - 1.2.1 Any mention of compliance with the General Specifications shall also mean the compliance according to the terms of all other documents attached to or referenced in the bid.
- 1.3 Contract will be awarded to the lowest, responsible, responsive Vendor whose bid substantially meets all of the required specifications, duties, terms and conditions as defined in this request.
- 1.4 Vendor shall maintain existing functions at the facility and protect the general public, employees, and buildings against damage during all portions of the project.
  - 1.4.1 Any damage done to the surrounding area which is not part of this construction will be immediately repaired by the Vendor at no charge to the Owners.
  - 1.4.2 Vendor shall not store construction products, tools or supplies in an area other than what is designated as a staging area.
- 1.5 The Owners will execute a firm-fixed contract for the work to be performed under the terms of an awarded contract.
  - 1.5.1 The Owners reserve the right to allow adjustments to the contract should there be a substantial change in the nature of the work involved.
    - 1.5.1.1 Such adjustments must be made in the form of a written contract amendment signed by both the Vendor and the Owners at the time of the change.
- 1.6 **Any request for furniture substitutions or deviation from these Specifications or any other bid document must be documented on Company Letterhead and submitted to the Purchasing Agent at least five (5) calendar days prior to bid close.**
- 1.7 Vendor must submit their bid and all attachments via the City/County Ebid system.
  - 1.7.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Dept.
  - 1.7.2 To register, go to the City of Lincoln website; [lincoln.ne.gov](http://lincoln.ne.gov)  
type bid in search box  
click on "supplier registration"  
follow instructions to completion.
- 1.8 All general inquiries regarding these specifications or other bid documents shall be directed via e-mail request to Bob Walla, Purchasing Agent ([rwalla@lincoln.ne.gov](mailto:rwalla@lincoln.ne.gov)).
  - 1.8.1 These inquiries and/or responses shall be distributed to prospective Vendors as an electronic addenda.
  - 1.8.2 All inquiries must be submitted to the Purchasing Office at least five (5) calendar days prior to the bid close.
  - 1.8.3 Vendors are not allowed to discuss this Proposal with any Owner employee, Project Manager, Engineer/Architect or elected official other than the City/County Purchasing Staff through the award process.
    - 1.8.3.1 Failure to follow this requirement may result in immediate disqualification of your bid.

- 1.8.4 **Requests for a substitute or deviation from the Specifications of other bid documents must be submitted to the Purchasing Agent prior to five (5) calendar days before bid close.**
- 1.9 Work may be performed at the jobsite during operating hours which are from 8am - 5pm, Monday - Friday. Work outside of these days and times shall be subject to approval of the Owner.
- 1.10 The awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.
- 1.11 Payment will be made upon completion of installation and approval by the Project Manager and Owners Representative.
- 1.12 The Project Manager for this project will be Stephanie Baum - Innerspace.
- 1.13 The Owners Representative for this project will be Chad Bryant – Sheriff Office.

## **2. CONTRACTOR INSURANCE**

- 2.1 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.
- 2.2 All certificates of insurance and endorsements shall be filed with the Owners on the standard ACORD Certificate of Insurance form showing specific limits of insurance coverage required and showing Lancaster County as "Named Additional Insured" as pertains to these services.
- 2.3 **Vendors are strongly encouraged to send the insurance requirements and endorsement information to their Insurance Agent during the bid process in order to ensure contract execution within 10 days of award notice.**

## **3. QUALIFICATIONS OF THE BIDDER**

- 3.1 The Owner may investigate as deemed necessary to determine the ability of the Vendor to perform the required work, and the Vendor shall furnish to the Owners all such information and data for this purpose.
- 3.2 No Vendor will be considered who is not at the present time actively engaged in the performance of office furniture sales and installation services similar to those described in this bid, and who cannot clearly demonstrate to the satisfaction of the Owners, his/her ability to satisfactorily perform the work in accordance with the requirements of this specification and standards of the industry.
- 3.3 Vendor shall provide at least three current references for other customers where similar services have been provided at time of bid response or upon request.
  - 3.3.1 Vendors who have provided similar types of services to the Owners in the last five (5) years may not be required to provide such information unless requested.
  - 3.3.1 Reference responses may be attached to the Response Attachment section of the Ebid response.

## **4. REMOVAL, DISPOSAL AND SITE RESTORATION**

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

5. **SUPPLY AND INSTALLATION REQUIREMENTS**

- 5.1 Vendor must comply with the information listed in the Technical Specs and Plans/Drawings throughout the completion of the project provided they do not interfere with the other documents attached to the bid.
  - 5.1.1 Any deviation from the bid documents which may arise during installation must be addressed and approved by the Project Manager and Owner's Representative prior to completion of work, with a contract amendment being issued as necessary.
- 5.2 The materials, products and equipment described in the bid establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
  - 5.2.1 **Any request for substitution of the products listed must be submitted to the Purchasing Department at least five (5) prior to bid closing.**
  - 5.2.2 Requests for substitutions will be addressed via an addendum to all Vendors through the ebid system.
  - 5.2.3 No substitutions will be considered after the contract award unless specifically provided for in contract documents.
- 5.3 The Vendor is responsible for obtaining and paying of all fees and charges associated with permits or licenses required to complete the work for this project.
- 5.4 Vendors will be given a location to park vehicles and stage equipment during the term of the project.
- 5.5 All work related to the project shall be included in the lump sum amount for each bid item and the subsequent contract.
- 5.6 Vendor takes full responsibility for all their employees and any subcontractors who are hired to work on the project.
- 5.7 Vendor must coordinate delivery, staging and installation with the General Contractor.

6. **PROJECT COMPLETION AND WARRANTY**

- 6.1 The project will be broken out into three (3) phases. Final completion of Phase 1 is six (6) weeks from Notice To Proceed which is projected to be June 25. Final completion of Phase 2 is 30 days from completion of Phase 1. Final completion of Phase 3 is 30 days from completion of Phase 2. All completion dates are subject to change due to construction activities being conducted in the installation area.
- 6.2 Vendor must complete the project according to the agreed upon contract completion dates which will be listed in the contract documents.
  - 6.2.1 If the Vendor fails to complete the Work in a timely manner, according to the Contract (allowing for any approved extensions of time), the Vendor shall pay Liquidated Damages in the amount of \$200.00 per day for each day that the Work remains incomplete. The Owners shall deduct the amount of Liquidated Damages due from the money due the Vendor prior to final payment. If the remaining amount due the Vendor is less than the total amount of Liquidated Damages, the Vendor shall pay the difference within 10 days. If the Vendor fails to pay such difference, the Owners shall have the right to recover the difference from the Vendor.
    - 6.2.1.1 The Liquidated Damages provided herein are not considered punitive. The Vendor agrees that such damages are predetermined and reasonable amounts to compensate for the detriment to the public and to defray expenses incurred by the Owners due to the delay in the completion of the Work.
  - 6.2.2 Delays caused by the Owners or other factors not in the control of the Vendor will result in an extension of the project and an amendment to the contract.

- 6.3 All work performed under the terms of this bid and subsequent contract documents shall be guaranteed for the time period listed in the Technical Specifications from date of final completion of the project or longer according to the terms of the manufacturer's standard agreement.
- 6.4 Job shall be completed according to industry standards with approval of completion and final payment being made by the Project Manager and the Owner's Representative.

7. **EVALUATION CRITERIA**

- 7.1 General evaluation of bids will consist of the following:
  - 7.1.1 Total price of bid.
  - 7.1.2 Ability to provide labor and services as required in this Specification.
  - 7.1.3 Ability to complete project in the timeline listed herein and agreed to in the contract.
  - 7.1.4 References



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

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

City of Lincoln     Lancaster County     Public Building Commission

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

This includes proof of coverage and waivers as required below.

**All Vendors must comply with Sections 2-8.**

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

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

**Insurance; Coverage Information**

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

**Certificates**

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

1. **Commercial General Liability**

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

1.1 **Additional Insured (Requires an Endorsement Form)**

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

1.2 **Automobile Liability**

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

1.3 **Garage Keepers / Garage Liability**

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

1.4 **Workers' Compensation; Employers' Liability**

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

**1.5 Builder's Risk Insurance**

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

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

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

**1.6 Pollution Liability**

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

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

**1.7 Errors and Omissions; Professional Liability**

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

**1.8 Railroad Contractual Liability Insurance**

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

**1.8.1 Railroad Protective Liability**

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

**1.9 Cyber Insurance**

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

2. **Cancellation Notice**

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

3. **Risk of Loss**

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

4. **Umbrella or Excess Liability**

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

5. **Minimum Scope of Insurance**

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

6. **Indemnification**

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

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

7. **Reservation of Rights**

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

8. **Sovereign Immunity**

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

9. **Further Contact**

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

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

## Protection of Proprietary Information and Trade Secrets

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

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

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

**FAILURE TO STRICTLY COMPLY WITH THESE INSTRUCTIONS WILL RESULT IN DISCLOSURE OF INFORMATION DECLARED BY THE BIDDER TO BE PROPRIETARY OR COMMERCIAL INFORMATION AND/OR TRADE SECRETS.**

**NO NOTICE OF FAILURE TO COMPLY WILL BE PROVIDED.**

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

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

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

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

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

# INSTRUCTIONS TO BIDDERS

## LANCASTER COUNTY, NEBRASKA

### PURCHASING DIVISION

#### E-Bid

#### 1. BIDDING PROCEDURE

- 1.1 Sealed bid, (formal and informal), subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8<sup>th</sup> St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing Lancaster County, hereinafter referred to as "County", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.

#### 2. BID SECURITY

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

#### 3. BIDDER'S REPRESENTATION

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

#### 4. INDEPENDENT PRICE DETERMINATION

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



**5. CLARIFICATION OF SPECIFICATION DOCUMENTS**

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

**6. ADDENDA**

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

**7. ANTI-LOBBYING PROVISION**

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

**8. BRAND NAMES**

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

**9. DEMONSTRATIONS/SAMPLES**

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

**10. DELIVERY (Non-Construction)**

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

**11. WARRANTIES, GUARANTEES AND MAINTENANCE**

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

**12. ACCEPTANCE OF MATERIAL**

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

**13. BID EVALUATION AND AWARD**

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

**14. INDEMNIFICATION**

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

**15. TERMS OF PAYMENT**

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

**16. LAWS**

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 16.3 The Bidder agrees to hold the County harmless from any claims resulting from the Bidder's unlawful disclosure or use of private or confidential information.

**17. EQUIPMENT TAX ASSESSMENT**

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

**18. AFFIRMATIVE ACTION**

- 18.1 Each Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 18.2 The successful Bidder will be required to comply with the provisions of the County's Affirmative Action Policy.
- 18.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful Bidder's equal opportunity policies, procedures and practices.
- 18.4 The County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

**19. INSURANCE**

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

**20. EXECUTION OF CONTRACT**

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

**21. TAXES AND TAX EXEMPTION CERTIFICATE**

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

**22. E-VERIFY**

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

**Advertise 2 times**  
**Wednesday, June 5, 2019**  
**Monday, June 10, 2019**

**City of Lincoln/Lancaster County**  
**Purchasing Division**  
**NOTICE TO BIDDERS**

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: **12:00 pm, Friday, June 14, 2019** for providing the following:

**Supply and Installation of Office Furniture**  
**Bid No. 19-167**

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

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