

Date:

To: Suzanne Ideus, Assistant Purchasing Agent
From: Kerin Peterson, Facilities and Properties Director

Re: RFP 19-051
Lancaster County Facilities Study 2019-2029
Professional Services Award Recommendation

The selection committee is recommending awarding a contract for professional services for the above-mentioned Facilities Study to Sinclair Hille Architects in the amount of **\$ 94,960.00**.

<u>Task</u>	<u>Hours</u>	<u>Cost</u>
Launch	96	
Interviews and Tours	192	
Analyze	264	
Review	160	
Refine and Complete	<u>28</u>	
	Labor	740 \$91,840
Reimbursables		
(4) committee work session materials		\$240
Draft Report Printing (9) copies @ \$40/ea		\$360
Final Report Printing (9) copies @\$40/ea		<u>\$360</u>
	Reimbursables	\$960
Addl. Services- CAD files (4) bldgs.		<u>\$2,160</u>
	Addl. Services	\$2,160
	Total Project Cost	\$94,960

REQUEST FOR PROPOSALS

LANCASTER COUNTY
Lancaster County Facilities Study 2019-2029
RFP 19-051

Issue Date: Thursday, May 2, 2019

Closing Date and Time:
Thursday, May 23, 2019 at 12:00 p.m. (CST)

City of Lincoln | Lancaster County Purchasing
Suzanne Ideus, CPPB
Assistant Purchasing Agent
440 S. 8th Street, Suite 200
Lincoln, NE 68508
402-441-8103

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the Owners or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement to the originally published information.

After Receipt of Order (ARO): After Receipt of Order - when the successful Consultant receives either an executed Contract or a notice to proceed on after a service contract has been executed by all parties.

Agencies: Lancaster County Departments.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a contract document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP and associated documents in the Ebid system. The Owners reserve the right to reject any or all proposals, wholly or in part, or to award to multiple firms in whole or in part. The Owners reserve the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the firm's competitive position. All awards will be made in a manner deemed in the best interest of the Owners.

Best and Final Offer (BAFO): In a competitive RFP, the final offer submitted which contains the firm's most favorable terms for price.

Bidder: A firm who submits an offer in response to a written solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture or any other private legal entity.

Business Day: Any weekday, except Owner-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays and holidays.

Cancellation: To call off or revoke a purchase order or contract without expectation of conducting or performing it at a later time.

Central Processing Unit (CPU): Any computer or computer system that is used by the Owner to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

City/County E-bid System: The internet-based system used by the City of Lincoln and Lancaster County for soliciting bids, issuing requests for proposals and qualifications, providing access to contracts and communicating with bidders and proposers and for the electronic submission of proposals and bid responses.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary 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)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Award: Occurs upon execution of the County document titled "Contract Documents" by the proper authority.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Consultant.

Contract Period: Language outlined in the contract documents that delineates the start and end dates of the contract performance period and may also include information regarding any optional renewals.

Consultant: A firm or company that possesses certain skills, experience, education and competency to perform the Consultant Services on behalf of the Owners.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the firm.

Default: The omission or failure to perform a contractual duty.

Department: A division of the Lancaster County responsible for the entire procurement process from initiation to contract administration of the Purchase Order or Contract to be executed.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Evaluation: The process of examining an offer after opening to determine the firm's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with “Renewal Period”.

Fee: The agreed upon unit prices and total costs which is determined through negotiation and specifically listed in the executed contract.

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the firm. Firm is responsible for all claims associated with damages during delivery of product.

Firm: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the Contractor shall perform duties as outlined in the documents of the RFP, proposal and subsequent contract.

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

Late Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the Owners with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Mandatory/ Must and Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

Notice to Proceed: A written notice sent to the awarded firm stating that work may commence on a certain date, following the complete execution of the contract.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Owner: Lancaster County

Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the City of Lincoln/Lancaster County/Lancaster County Public Building Commission under the contract for use by the City of Lincoln/Lancaster County/Lancaster County Public Building Commission.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities and services to be provided under the contract.

Proposal: The offer submitted by a firm in a response to a written solicitation.

Proposer: Firm submitting a proposal to an RFP issued by the City/County Purchasing Department.

Proprietary Information: Proprietary 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)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Public Proposal Opening: The process of unsealing written proposals and closing the RFP in the Ebid system at the time specified in the written solicitation.

Qualification-Based Selection: A procedure where firms are retained on the basis of qualifications, not considering price factors. The procuring department evaluates the qualifications submitted by the firms, ranks respondents and then negotiates with the most qualified respondent for a mutually agreeable contract.

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions by all parties involved. Not to be confused with Extension.

Request for Proposal (RFP): A written solicitation for obtaining competitive offers utilizing a qualifications-based process.

Responsible Proposer: A Proposer who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Proposer: A Proposer who has submitted an RFP response which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the firm selected is clearly and justifiably the only practical source to provide the service. Determination that the firm selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics or other items to be provided under a contract.

Termination: Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents and their employees. It shall not include any entity or person who is an interested party to the contract or agreement.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) 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 (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or firm to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product or service.

Will: See Shall/Will/Must

Work Day: See Business Day.

I. PROJECT INFORMATION AND ESSENTIAL QUALIFICATIONS:

A. PROJECT OVERVIEW:

Lancaster County, hereinafter called Owner, is requesting proposals from qualified firms to submit proposal responses for the Lancaster County Facilities Study 2019-2029.

The purpose of the study is to yield a viable, deployable plan that enables the Owners to make Informed decisions based on the recommendations of the Facilities Study.

The project includes data collection, conducting space planning and facilities needs analysis for specific County agencies identifying growth needs and efficiencies and providing relevant, recommendations. Proposers should note, this is not a relocation study.

The Owner intends to select a consultant based on the evaluation criteria outlined herein which will accomplish the objectives of the project while incorporating innovative and cost-effective methods.

The successful firm(s) will be responsible for remaining on established schedules for all services rendered to meet the proposed schedule for the project deliverable(s).

B. PROJECT/BACKGROUND INFORMATION:

The Lancaster County Board of Commissioners is initiating a Facilities Study to chart a course for meeting the space needs of a select group of Lancaster County Departments for the next ten years.

C. RFP DOCUMENTS

Proposers are to promptly notify the Purchasing Department Staff, prior to the close of the RFP, of any ambiguity, inconsistency or error discovered upon examination of the RFP documents, including, but not limited to the information outlined herein and any information provided in Ebid.

D. AVAILABLE INFORMATION AND/OR IMPORTANT DOCUMENTS

2014 Public Building Commission Facilities Report can be found here:

<https://lancaster.ne.gov/property/psc/facrpt.pdf>

2015 South Haymarket Neighborhood Plan can be found here:

<http://www.lincoln.ne.gov/city/plan/long/sohay/COMPLETE-SoHay%20Plan.pdf>

2016 Lincoln/Lancaster County Comprehensive plan can be found here:

<http://lincoln.ne.gov/city/plan/long/comp.htm>

2018 Lincoln Downtown Master Plan may be found here:

<http://lincoln.ne.gov/city/plan/long/downtown/downtown.htm>

2002 County/City Master Plan

Access the "2002 County City Master Plan" in the Attachment Section of Ebid.

E. CONTRACT PERIOD

The contract shall be for a one (1) year from the date of contract execution.

F. ESSENTIAL QUALIFICATIONS AND EXPERIENCE:

The Owner is seeking a contractor with the following minimum qualifications to be deemed responsible and eligible for evaluation. If your company does not meet and/or exceed ALL the essential qualifications listed, your company is advised to not proceed with preparing and submitting an RFP response to this solicitation.

Confirmation that your company has read, understands and meets the minimum qualifications is to be included in your Proposal submission – see [“EXHIBIT 1”](#). Complete the form, print and include in the proper areas of the RFP response as requested in the submission instructions outlined in Section IV. Failure to include **“EXHIBIT 1”** in your proposal submission may result in your company being deemed as “Not Responsible” and disqualified from consideration. Meeting the minimum essential qualifications and experience are required elements to be deemed responsible.

1. A minimum of five (5) years’ experience that the Company submitting has been providing the services described herein and managing a planning process and the development of technical analysis for use of facilities and office spaces. This experience must be from the company and not through arrangements with sub-contractors or individuals working at former positions.
2. Experience in developing Facilities plan documents similar in scope for communities larger than 200,000 residents.

This RFP invites qualified proposers to submit responses for accomplishment of the items of work described in **Section III. PROJECT INFORMATION**.

The scope of general and required services identified in this RFP are intended to serve as a general description of anticipated objectives and tasks.

The Owner will rely on the proposer’s competence and experience to work with all Owner departments and divisions in meeting all necessary tasks, providing ongoing quality services and communicating successfully to provide the most effective and efficient products and/or services.

II. PROCUREMENT PROCEDURE

A. AFFIRMATIVE ACTION

The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all firms and encourages minority businesses and women's business enterprises to participate in our bidding process.

B. RFP APPROACH

The RFP process is designed to be a competitive negotiation platform, where price is not considered; the Owner has the flexibility to negotiate with a select firm to arrive at a mutually agreeable relationship.

The Owner reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the Owner.

C. SELECTION COMMITTEE

A Selection Committee will be assigned the task of reviewing the proposals received.

1. The Selection Committee may request documentation from Proposer(s) of any information provided in their proposal response or require the Proposer to clarify or expand qualification statements.
2. The Selection Committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

D. PROPOSAL PROCEDURE

All responses to electronic RFP's will be completed as outlined in this document and the specifications using a two-step process.

- 1) Proposers shall respond electronically to all attributes and addendums as required using the City/County Ebid system.
- 2) All written responses and information shall be mailed or delivered to the office of the Purchasing Division as outlined in the specifications unless other requirements are outlined in the Specifications.

Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in the specifications.

Proposal response submitted by a firm than a corporation must include the name and address of each member. A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof. Any person signing a response for a company, corporation, or other organization must show evidence of his/her authority so to bind such company, corporation, or organization.

Written and/or Ebid Proposals received after the time and date established for receiving offers will be rejected.

E. PROPOSER'S OFFER AND REPRESENTATION

The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the Owner(s) of purchase orders or other contract documents appropriate to the work.

No offer shall be withdrawn for a period of ninety (120) calendar days after the time/date established for receiving proposals, and each proposer agrees in submitting an offer.

Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.

Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements.

F. INDEPENDENT PROPOSAL DETERMINATION

By signing and submitting this RFP, the proposer certifies that the proposal offered has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Proposer/Competitor; unless otherwise required by law, the proposal submitted by the successful Firm that is associated with this offer has not been knowingly disclosed by the Proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the Proposer to induce any person or Firm to submit, or not to submit, a response for the purpose of restricting competition.

G. PROJECT TIMELINE:

The tentative project schedule is listed directly below and is subject to change:

ACTIVITY ITEM	DATE (TIME IF APPLICABLE)
Request for Proposal Issued	May 2, 2019
Non-Mandatory Pre-Proposal Meeting	May 9, 2019
Last day to submit questions	May 10, 2019
Proposal Submittal Deadline	May 22, 2019 12:00 PM CST
Evaluation period	May 27 through June 4, 2019
Short-list Notification (If applicable)	On or around June 7, 2019
Oral Interviews	Week of June 17, 2019
Final Selection	On or around June 24, 2019
Scope of services, Negotiations and Fee	July 8, through July 19, 2019
Projected Notice to Proceed – Contract Execution	Week of August 12, 2019
Deliverables and Due Date(s)	On or before the deadlines outlined in Section III.

H. PROPOSAL SUBMISSION INFORMATION AND INSTRUCTIONS:

The RFP response shall conform to all instructions, conditions and requirements outlined in the RFP and related documents. Prospective proposers shall carefully examine all documents, attachments and requirements associated with this RFP and be responsive to each requirement in the format prescribed. Proposals that do not conform may be deemed non-responsive.

Proposals **must** be submitted via a written response AND an electronic Ebid response no later than 12:00 Noon on Thursday, May 22, 2019 or if extended, then shall be no later than the closing date and time listed in Ebid. **No exceptions to this deadline will be given.**

Proposer shall provide **one (1) original and four (4) identical hard copies** of the written proposal in an envelope clearly marked on the exterior “RFP 19-051, Lancaster County Facilities Study 2019-2029” and **one (1) USB drive** containing their full proposal with a separate file within the USB drive that clearly identifies any proprietary/confidential information. All forms of submissions must contain the exact same information.

All hard copy documents that comprise the RFP response shall be delivered or sent to the address directly below on or before the deadline for submissions:

Suzanne Ideus
City of Lincoln Purchasing
440 S. 8th Street, Suite 200
Lincoln, NE 68508

Firm must be registered on the City/County's Ebid site to respond to the above RFP.

1. To register, go to the City of Lincoln website www.lincoln.ne.gov
2. Type "bid" in the search box, click on the "Supplier Registration" and follow the instructions to complete the registration.

Proposer must also complete and submit the electronic portion (Attributes and Line Item section) of this proposal in Ebid. Electronic portion must be submitted on or before the closing date and time of this RFP. Failure to submit **both** a written and electronic response will result in the rejection of the proposal.

I. PROTECTION OF PROPRIETARY AND TRADE SECRET INFORMATION

Data contained in any proposal or bid (hereinafter "Submission") and all documentation provided therein, become the property of the City of Lincoln. Upon receipt of any Submission by the City of Lincoln, all data and documentation becomes a public record and is subject to disclosure by the City of Lincoln 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 may include the entire proposal or response. The City of Lincoln has no duty to protect proprietary or commercial information and/or trade secrets.

If the Proposer/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 Proposer/Bidder wishes the City of Lincoln to withhold from public disclosure must be submitted in a sealed package which:

1. Is separate from the remainder of the Submission;
2. Is clearly marked "*proprietary or commercial information*" and/or "*trade secrets*" on the outside of the package;
3. Individually identifies each separate page as confidential;
4. 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/PROPOSER 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 will provide the bidder/proposer 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 Proposer/Bidder to take actions necessary to protect the information claimed as proprietary or commercial, or a trade secret.

Proposers/Bidders may not mark their entire Submission as *proprietary or commercial information and/or trade secrets*. Proposer's/Bidder's cost proposals 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 Proposer/Bidder to follow the instructions for submitting proprietary or commercial information/trade secrets may result in the material being viewed by other proposers/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, Proposers/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

J. COPYRIGHT AND POSTING WAIVER

Any individual or entity awarded a contract, or who submits a proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, it shall be implied that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found non-responsive and rejected.

To facilitate public postings, except for proprietary information, the City of Lincoln/Lancaster County reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents.

Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the City of Lincoln/Lancaster County and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the City of Lincoln/Lancaster County, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents

K. RFP CLARIFICATION AND ADDENDA

Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of RFP and related bid documents.

Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing office to the attention of the contact name listed below by the date indicated in the Project timeline for deadline for questions, unless extended via Addendum.

All inquiries regarding these specifications or other proposal documents shall be submitted in writing, via email, to the contact name listed below at the City/County Purchasing office:

Name: Suzanne Ideus
Department: City/County Purchasing
Email: SMIdeus@lincoln.ne.gov

These inquiries and/or responses shall be distributed to prospective proposers electronically as an addendum via the Ebid system.

All inquiries regarding the submission of the proposal through Ebid or providing written instructions of the submittals may be made via email or phone to the City/County Bid Line in the Purchasing Office:

Bid Line Phone Number: 402-441-8103

Interpretations, corrections and changes made to the RFP or Ebid documents will be made by electronic addenda in the Ebid system. Oral interpretations/changes to the RFP and related documents made in any other manner than written form, will not be binding on the Owner; Proposers shall not rely upon oral interpretations.

Addenda are instruments issued by the Owner prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.

No addendum will be issued less than five (5) calendar days prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.

Proposers shall verify addendum receipt electronically in Ebid prior to RFP closing or RFP may be rejected.

L. PRE-PROPOSAL MEETING

There will be a **non-mandatory** pre-proposal meeting for this RFP. See below for specific information.

Thursday, May 9, 2019, 3:00 p.m. CST
Lincoln-Lancaster County Purchasing
440 S. 8th Street, Suite 200
Lincoln, NE 68508

All interested parties are strongly encouraged to attend. Note: There will not be a site tour of the facilities after the meeting.

M. SCOPE AND FEES/COMPENSATION

The Negotiating Committee shall meet with the firm ranked as "first" to develop the final scope of services and negotiate terms, conditions and compensation. If an agreement with the firm ranked as 'first' cannot be reached, the negotiations with that firm shall be terminated.

The negotiations procedure shall be repeated with each firm in order of ranking, provided factors for ranking have not changed, until an agreement is reached or until negotiations with all firms fail. In all cases where the negotiations were terminated, the reasons and facts surrounding those negotiations shall be recorded in writing by the Negotiation Committee and submitted to the Mayor and the Director directly related to the project. If an agreement cannot be reached with any of the firms, the Purchasing Agent may start the selection process again by issuing a new RFP.

N. WRITTEN CLARIFICATIONS

Formal request(s) for written clarification may be made to one or more Proposers during the written evaluation period which are specific to an individual Proposer.

Written clarifications are intended to occur prior to any oral interviews being held and will outline the specific elements of the RFP response. The purpose of obtaining written clarification is to assist the Selection Committee members in determining if the RFP response submitted meets the RFP requirements and if the Proposer will move forward in the evaluation process. If deemed necessary, written clarification requests may also occur after Oral Interviews.

Such requests shall be provided to the Proposer through a written request for clarifications letter, sent via email, and will detail the specific items of the RFP response requiring clarification.

Failure of a Proposer to submit the written clarification response with all the information requested by the date provided in the letter, may result in the Proposer being deemed non-responsive and exclude the Proposer from receiving further consideration of their RFP response.

O. ORAL INTERVIEWS

The Owner shall conduct oral interviews/presentations and/or demonstrations after the ranking of the "Written Evaluation" to determine the successful Consultant.

All firms may not be granted an opportunity to interview/present and/or give demonstrations; the Owner reserves the right, in its discretion, to select only the top scoring firms to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the written evaluation.

1. The Owner will contact those short-listed firms to schedule interviews.
2. Interviews will include a formal presentation and a question and answer session based upon subject matter provided by the Owner in advance of the interviews.

The presentation process will allow the firms to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Firms' key personnel, identified in their proposal, may be requested to participate in the structured interview to ascertain their understanding of the requirements of this proposal, their authority and reporting relationships within their company, and their management style and philosophy. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the firm, but the owner reserves the right to refuse or not consider the offered materials. Firms shall not be allowed to replace their written proposal information by altering or amending the proposals in the interview process.

Once the oral interviews/presentations and/or demonstrations have been completed the Owner reserves the right to make an award without any further discussion with the proposers regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the firm and will not be compensated by the Owner.

The Owner will contact the awarded proposer, by email, after all the interviews have been Completed and the Owner has had sufficient time and information to discuss and rank the proposers.

P. AWARD AND NEGOTIATIONS

The resulting contract from this RFP will be awarded to the Proposer who has been deemed responsible, responsive to the requirements outlined herein, received the highest-ranking scores, and whose services and/or products have been determined by the Selection Committee to be the most advantageous to the Owner.

Such determination that identified the highest ranked Proposer offering shall be based on the selection committee's resulting scores from the evaluation criteria set forth in **Section IV.** and, proposers' performance in any oral interviews conducted.

The Owner also reserves the right to seek additional information from Proposers through various methods such as, but not limited to, multiple rounds of Oral Interviews, demonstrations, written clarification, information, and research at various stages of the process for the Selection Committee to make a final decision. All awards will be made in a manner deemed in the best interest of the Owner.

The highest ranked Proposer shall receive information from the Owner and/or meet with Owner's Representative(s) to develop an initial detailed work plan and scope of services to develop the scope and fee schedule.

If the Owner is unable to arrive at an agreement with the top ranked proposer, the Owner retains the sole right to move on to negotiations with the second (then third, etc.) ranked proposer. Contract to be executed will be based on a cost plus fixed fee contract with a "not to exceed total" for total expenditures agreed upon in negotiations.

Q. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

Firm shall respond to the Attribute in Ebid regarding Sole Proprietorship and complete all documentation as required by the State of Nebraska as instructed.

R. ETHICS IN GOVERNMENT CONTRACTING

The Owner(s) reserves the right to reject proposals, overturn an award notification and/or terminate a contract if it is discovered that a Proposer commits or has committed ethical violations, such as but not limited to, the following offenses:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the procurement process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the procurement process.
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any local, state or federal entity;
4. Submitting a proposal on behalf of another party or entity; and
5. Collusion with any person or entity to influence the procurement process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair competitive advantage, subvert the RFP or prejudice the Owners.

S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Proposer must include **any** deviations from the RFP document, Ebid attachments (including the sample "Contract Agreement") and Addendums. Indicate the proposed replacement language on company letterhead. Attach within the appropriate section of your RFP response as outlined in Section IV. of this document. Failure to include deviations will be interpreted to infer that Proposer agrees to all terms as outlined in the RFP and all related Ebid documents with no exceptions.

The Owner reserves the right to accept or reject the deviations according to the best interests of the Owner.

Deviations that are not acceptable to the Owner and are not negotiable by the Proposer may result in the Proposer being deemed as "Non-responsive" and rejection of RFP response.

T. ANTI-LOYBBYING PROVISION

During the period between the advertised date and the contract award, firms, including their agents and representatives, shall not directly discuss or promote their proposal with any City/County Elected Official or Owner Staff except in the course of Owner-sponsored inquiries, briefings, interviews, or presentations sent or provided directly to the City/County Purchasing Department

U. SITE VISITATION

Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance. The Proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

If the project site is in a designated non-public area, Proposers are not allowed to visit work sites during the RFP process except for a Pre-Proposal Meeting or upon written approval by the City/County Purchasing Department.

V. REFERENCE CHECKS

By submitting a proposal in response to this RFP, the proposer grants to the Owner the right to perform reference and/or credit checks to verify characteristics, such as but not limited to, experience, skills, reputation, judgement and/or the capacity to perform the contractual obligations resulting from this RFP. The Owner shall use the submittals requested in Section IV. of this RFP (Summary of Proposer's Experience) as references. Further, the Owner reserves the right to request additional information related to experience and financial documents if deemed necessary to ascertain the Proposer's ability to meet the requirements outlined herein and in other related RFP documents.

Unsatisfactory information obtained from any references and/or credit checks performed may be grounds to reject a proposal, withdraw an Intent to Award or rescind the award of a contract. A proposer may not use work performed for their own company as a reference to substantiate performance.

W. AWARD NOTIFICATION

Notification will be sent via email to proposers who were included on correspondence and/or registered under the code used. The successful Consultant will receive a notification, via email, advising the details of their award along with preliminary instructions. All non-successful proposers, who received correspondence on this RFP, will receive email correspondence notifying they did not receive an award.

X. DEBRIEFINGS

The Owner does not provide verbal or written debriefing sessions regarding any part of the RFP solicitation process.

Y. ENTIRE AGREEMENT

The resulting contract awarded shall constitute the complete and entire agreement between the Owner and the successful firm and supersedes any prior representations, understandings, communications, commitments, agreements or Proposals, oral or written that are not incorporated as a part of the Contract. See "Sample Contract" in the Attachment section of the Ebid system.

III. PROJECT INFORMATION

Proposers are to review this section, prepare and submit a “Technical Proposal” outlining detailed responses to items **A. through E.** listed below. Submittals within **TAB 2** of the Proposal response shall correspond with this information.

A. PROJECT ENVIRONMENT & REQUIREMENTS

1. SCOPE OF WORK

The purpose of the study is to yield a viable, deployable plan that enables the Owners to make informed decisions based on the recommendations of the Facilities Study.

Facilitating a planning process that culminates in the development of a Facilities study for fifteen (15) identified agencies – see directly below.

Board of Commissioners
Budget & Fiscal
Cooperative Extension
County Assessor/Register of Deeds
County Clerk
County Engineer
County Sheriff
County Treasurer
Election Commissioner
General Assistance
Human Services
Records and Information Management
Risk Management
Weed Control Authority
Youth Services Center

The project includes data collection, conducting space planning and facilities needs analysis for specific County departments identifying growth needs and efficiencies and providing relevant, recommendations. Proposers should note, this is not a relocation study.

2. PROJECT ENVIRONMENT

This project will be completed with input and direction from Owner’s staff, additional stakeholders.

3. PROJECT REQUIREMENTS

The Lancaster County Facilities Study shall include the following essential tasks:

- Task 1: Review data including, but not limited to, current floor plans and building layouts.
- Task 2: Rank the agencies on a “highest needs” basis to indicate the greatest facility and/or growth needs.
- Task 3: Analyze agency growth needs and assess space planning for a ten (10) year period, provide planning mechanisms that support Lancaster County capital investments, identify efficiencies that decrease future space needs through intra-Agency shared space, and to increase public convenience by locating related Agencies in close proximity.
- Task 4: Develop cost estimates for overarching recommendations
- Task 5: Develop timing priority for overarching recommendations.

4. **BUSINESS REQUIREMENTS**
Describe method for providing a detailed solution for project objectives that encompasses the Owner's future space needs substantiated by written growth documentation (i.e. future legislative mandates).

B. PROPOSED DEVELOPMENT APPROACH

1. **PROPOSED RESOLUTION**
Based on possible growth projection, explain how your firm would assess and develop viable information to address current and projected staff growth square-footage needs.

Provide cost effective figures that include reasonable, budgetary level cost estimating. Recommendations should have a solid basis for implementation related to existing and future legislative mandates.

2. **INNOVATION AND CREATIVITY**
Consideration of underutilized office and common area spaces to accommodate future growth and/or create shared spaces is desirable. Identify specific alternatives that are innovative and cost effective and would present opportunities for efficiencies.

C. TECHNICAL CONSIDERATIONS AND CHALLENGES

1. **TECHNICAL REQUIREMENTS**
Effectively manage the planning process by developing data collection tools to include surveys and interviews to conduct space planning and facilities needs analysis.
2. **EVALUATE CURRENT PROJECT ENVIRONMENT**
Identify and explain any potential challenges anticipated in successfully completing the objectives outlined in this RFP.

D. PROJECT WORK PLAN, MANAGEMENT AND IMPLEMENTATION

1. **WORK PLAN**
Provide detail regarding organization of the project and suggested outline of what information should be contained in the Lancaster County Facilities Study and your firm intends to complete a quality project within a specified timeframe and budget.
2. **PROJECT PLANNING AND MANAGEMENT**
Proposals should include an outline of the consultants anticipated work schedule, work plan and resources available to complete the elements described in the scope of services. Project schedule shall include a description of overall project timeline, including time required to complete each specific task identified in the scope of services. Also provide a description of processes that will be employed during this project.
3. **PERFORM IMPLEMENTATION**
Explain how your firm would provide suggested methods for Owner implementation.

E. DELIVERABLES AND DUE DATES

1. DELIVERABLES

Consultant to perform each of the following essential Tasks as indicated:

- a. Performing all essential Tasks outlined in Section (III)(A)(3) to make an assessment, then schedule an in-person meeting or phone conference with Owner's representative to discuss and review findings. Initial draft to be supplied prior to meeting / phone conference on or before six (6) months after date of Contract execution.

- b. Be responsive to making edits requested by the Owner's representative before completion of final Study recommendations. Generate the final study.

- c. On or before nine (9) months after contract execution, Consultant to deliver to the Owner's representative nine (9) printed copies of the final study that encompasses all information requested in the required tasks outlined in Section (III)(A)(3). Study shall include all attachments, exhibits and appendices and one (1) complete digital copy of the Study.

Note: The Lancaster County Facilities Study shall be in a format that clearly details projections and outcomes and is suitable for formal presentation to the Lancaster County Board of Commissioners. Consultant to discuss with Owner's representative prior to formatting the Study.

- d. Attend an in-person Lancaster County Board and/or Staff meeting with Owner's representative to present results and recommendations of the study.
- e. Be available to Owner's representative post presentation, either in-person or via phone conference, to answer follow-up questions as needed throughout the balance of the one (1) year contract period.

IV. EVALUATION AND SUBMITTAL INFORMATION

A. SELECTION AND EVALUATION FACTORS:

Proposals that do not meet the minimum requirements as outlined herein and related Ebid attachments may be deemed non-responsive and may not be evaluated by the Selection Committee.

1. Proposals deemed to meet the requirements shall be evaluated by a Selection Committee and will be scored for each of the following areas to determine the selection of the firm ranked "first":
 - a. Experience, Proposed Staff Management Approach and Subcontractors; (300 Points)
 - b. Technical Proposal; (450 Points)
 - c. Project Schedule; (150 Points)
 - d. Quality, Organization and Completeness of Proposal Response; and (100 Points)
 - e. Oral Interviews (*Points not provided at this time and provided to firms being short-listed*)
2. The selection criteria for the "Written Evaluation" is listed directly above in a. through e. and shall be the basis for an award or the determination for the firms to be short-listed for personal interview.
3. The scores from the "Written evaluation" and "Oral Interviews" shall be added together for a cumulative total and final ranking of the best qualified firm.

B. PROPOSAL SUBMISSION AND FORMAT:

Proposer shall **submit** the requested number of proposal response copies and contents shall be presented in a quality manner that is clear and concise. **Proposal responses that do not contain each of the categories and items as listed below may be deemed to be non-responsive.**

Contents shall be placed in separate sections, properly organized in order by category as listed with each individual section tabbed and labeled as indicated. Proposals shall be limited to 25 singled-sided pages of content (excluding tabs, cover, title pages and appendices) for a total of 25 sheets. Minimum 10pt Arial or Calibri font style and size, 8 ½ x 11 paper, single-spaced.

Proposers attempting to submit portions of the response containing Proprietary Information and/or Trade Secrets must strictly comply with the instructions as outlined in Section II. under Protection of Proprietary Information and Trade Secrets.

The following information being requested in each category will be used as the primary basis in the determination of the firm's ranking in the "Written Evaluation".

1. Include the following documents within the Proposal Response - **(No TAB - Place these documents between the Front Cover and TAB 1 of the Proposal).**
 - a. EXHIBIT 1;
 - b. Letter of Interest;
 - c. A summary of the following information about your company:
 - i. Company name, address and telephone number;
 - ii. Years established and former names of your company;
 - iii. Types of services your company is particularly qualified to perform;
 - iv. Names of principals and states in which the firm is registered; and
 - v. Average number of staff employed.

- d. All deviations, modifications, additional or other changes, including but not limited to, the RFP document, Insurance Requirements, Ebid attachments (i.e. sample “Contract Agreement”) and Addendums, shall be declared on company letterhead with reference to the affected document(s) and section(s). Any such deviations, modifications placed elsewhere and not described in this section shall be null and void. Further, deviations may result in the Proposer’s submission being deemed as non-responsive. The review process for approval of any type of deviation shall occur prior to the evaluation process.

2. EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS – (TAB 1 OF PROPOSAL RESPONSE) – This section shall consist of the following information about each sub-category listed.

a. Summary of Firm’s Experience:

The proposer shall provide a summary matrix listing their previous projects similar to this RFP in size, scope, and complexity for which the Proposer was the principal professional. The Owners will use at least two (2) and no more than three (3) narrative project descriptions submitted by the firm during its evaluation of the proposal and shall also use information from the organized summary of experience to perform any necessary reference checks. The Owner reserves the right to request additional information and/or clarification to assist in making assessments in either capacity.

The Proposer shall address each of the following:

- i. Provide detailed narrative descriptions to highlight the similarities between the proposer’s past performance/experience and this RFP. These descriptions should include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The firm’s responsibilities;
 - d) Company name (including the name of a contact person, a current telephone number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a firm performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
 - f) Current projects and estimated construction costs of each.
 - g) Any other specialized qualifications which your company might possess which would be of benefit to the project such as familiar with local conditions and design criteria.
- ii. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
- iii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

b. Summary of Firm's Proposed Staff Management Approach and Subcontractors

- i. The firm shall present a detailed description of its proposed approach to the management of the project.
- ii. The firm shall provide information to substantiate that they have sufficient professional staff to meet proposed schedule. Firm shall identify the specific professionals who will work on the Owner's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the Owner's project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.
- iii. The Proposer shall provide resumes for all key personnel proposed to work on the project. The Owners will consider the resumes as a key indicator of the Proposer's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.
- iv. Resumes should not be longer than one (1) double-sided page. Resumes should include, at a minimum, individual's name, experience and length of service with the company, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Provide the qualifications of these individuals, including a summary of their experience with related work and their available capacity to perform this work.

Any changes in proposed personnel shall only be implemented after written approval from the Owners.
- v. Respective resumes for all key personnel to be used may be placed in the **Appendix – TAB 4** of the Proposal Response. Resumes are not part of the total page count as listed in Section B.

Subcontractors

If the Proposer intends to subcontract any part of its performance hereunder, the Proposer shall provide:

- i. name, address and email address of the Subcontractor(s);
- ii. list of specific tasks that will be performed by each Subcontractor(s)
- iii. percentage of performance hours intended for each Subcontract; and
- iv. total percentage of Subcontractor(s) performance hours.

3. TECHNICAL PROPOSAL – (TAB 2 OF PROPOSAL RESPONSE)

The technical proposal section submission shall include each of the items listed below – See information regarding these categories in Section III. – PROJECT INFORMATION

- a. Understanding of the project environment and requirements;
- b. Narrative describing proposed development approach;
- c. Technical considerations and any potential challenges;
- d. Detailed project work plan, management and implementation to demonstrate assurance and competency in successful completion; and
- e. Deliverables and/or due dates;

4. PROJECT SCHEDULE – (TAB 3 OF PROPOSAL RESPONSE)

- a. Proposer must include a detailed schedule of work, activities and confirmation of willingness and capability to meet the time requirements expressed in the scope of services.
- a. Submit information that describes performance record for timeliness.
- c. Outline the current projects which are being conducted from the location of the firm's office responding.

5. APPENDIX – (TAB 4 OF PROPOSAL RESPONSE)

- a. Resumes to be submitted for qualifications of proposed key staff.

V. CONTRACT RESPONSIBILITIES

A. INSURANCE REQUIREMENTS

Prior to the execution of the contract resulting from this RFP, the successful Firm will be required to provide proof of insurance that is compliant with the “INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUUILDING COMMISSION CONTRACTS” See the [INSURANCE CLAUSE](#) attached herein.

Important: If a firm has any deviations to the above-mentioned Insurance Clause, such deviations must be declared within the RFP response and through the format outlined in Section (IV)(B)(1)(d). Further, if a firm is seeking self-insurance, it shall be stated through the same procedure. During the review process, the Owner may require submission of financial information for analysis of self-insurance eligibility. The firm shall be responsive to a request for financial documents, which are sufficient in content, to perform an analysis on the firm’s ability to provide self-insurance coverage for the resulting contract. Either type of request submitted is subject to review and approval by the City’s Law department.

Firms are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to RFP closing date and time to expedite the contract execution process. If self-insurance would be declared and approved, proof of that coverage is still required.

B. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the carrying out of this project, the firm 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 firm 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.

C. E-VERIFY

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the firm 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 firm 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 firm 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.E-VERIFY.

D. COOPERATION WITH CONTRACTORS

Firm may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The firm shall agree to cooperate with such other contractors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other firm or individual. Firm is not required to compromise firm’s intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

The firm must comply with all current Local, State and Federal requirements necessary to perform all duties and requirements of the resulting contract. The firm shall be responsible for obtaining and paying for all royalties, licenses, permits and approvals necessary for the execution of the contract. The firm guarantees that it has the full legal right to the materials, supplies, equipment, software and other items used in performing all aspects associated with the contract.

F. MATERIALS AND WORKMANSHIP

The firm shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by the resulting contract, within the time specified, in accordance with the provisions as specified.

The firm shall be responsible for all work put in under the RFP Specifications and shall make good, repair and/or replace, at the firm's own expense, as may be necessary any defective work, material etc. if in the opinion of the department and/or Purchasing said issue is due to imperfection in material, design, workmanship or firm's fault.

G. INDUSTRY STANDARDS

If not otherwise provided, materials or work outlined for the resulting contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

H. DATA PRIVACY

Firm agrees to abide by all applicable 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.

The firm agrees to hold the Owners harmless from any claims resulting from the Proposer's unlawful disclosure or use of private or confidential information.

Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.

If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

I. SITE RULES AND REGULATIONS (IF APPLICABLE)

The firm shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on Owner's premises. If the firm must perform on-site work outside of the daily operational hours set forth by the Owners, they must make arrangements with the Owner to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the Owners on the basis of lack of access, unless the Owner fails to provide access as agreed to in writing between the Owners and the firm.

VI. TERMS AND CONDITIONS

A. CONFLICTING TERMS

To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the resulting contract agreement shall control.

B. CONTRACT DOCUMENTS

The Contract Documents comprise the Contract and consist of all items contained in the Ebid and documents submitted by the firm during the RFP process. Proposers shall disclose any and all disputes with the City's standard Contract. Disputes with the terms of the standard Contract, or requests for amendments to the standard Contract may be a basis for disqualifying proposals.

C. TERMINATION

This Contract may be terminated by the following:

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.
2. Termination for Cause. The Owners may terminate the contract for cause if the Contractor:
 - a. Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - b. Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - c. Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the firm written notice of said breach or default and allow the firm 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.

D. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

In the event funding is not available to continue with services as written, the Owner(s) reserve the right to cancel the contract for convenience with no financial obligation to the firm, Subcontractors or other stakeholders besides the amount due for services rendered prior to notice of cancellation.

The Owner(s) may terminate the resulting contract in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the Owner(s). In the event of unavailability of funds to pay any amounts due under the resulting contract, the Owner(s) shall immediately notify the firm and the resulting contract shall terminate without penalty or expense to the Owner(s). Upon termination, the Owner(s) shall pay firm for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by the resulting contract.

E. IMPLIED REQUIREMENTS

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the RFP documents, shall be included.

F. CONTRACT MODIFICATION

The resulting contract shall be modified only by the written agreement and approval of the parties through a contract amendment. No alteration variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties through a contract amendment. Every amendment shall specify the date on which its provisions shall be effective.

G. ASSIGNMENT, SALE OR MERGER

The contract established from this RFP process shall not be transferred to/or assigned without prior written consent confirming approval by the Owner and must be handled through the Owner's document approval process.

The Consultant retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Consultant's business. Consultant agrees to cooperate with the Owner in executing amendments to the contract to all for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform the obligations of the contract.

H. LIQUIDATED DAMAGES

No liquidated damages are associated with this project.

I. LAWS

The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

J. SEVERABILITY

If any provision of the resulting contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of the resulting contract shall be enforced to the fullest extent permitted by law.

K. LIVING WAGE

The firms agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July. This provision is only applicable to City of Lincoln projects.

L. INDEPENDENT CONTRACTOR

It is the express intent of the parties that the contract awarded shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the firm. The firm and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the firm's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Firm 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.

M. STAFF QUALIFICATIONS

The firm shall warrant that all persons assigned by it to the performance of this contract shall be the employees of the firm (or specified Subcontractor) and shall be fully qualified to perform the work required. The firm shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the firm to provide qualified staffing at the level required by the awarded contract may result in termination of the contract or damages.

N. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the firm under the contract resulting from this RFP shall be owned by the using agency. The firm may not release any materials without the written approval of the using department.

O. CITY AUDIT ADVISORY BOARD

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

VII. PAYMENT AND INVOICING

A. PROHIBITION AGAINST ADVANCE PAYMENT

Owners will not pay for services or equipment in advance of receipt and approval of such product or service throughout the term of the contract unless specifically listed in the final contract document.

B. TERMS OF PAYMENT

The payment schedule for the project is tied to specific dates and deliverables as outlined in the awarded contract. Invoices may be submitted by the Contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved by the Owner's designee. A percentage of the total contract cost may then be invoiced based on the schedule.

C. TAXES AND TAX-EXEMPT CERTIFICATE

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

The exception to this statement is the Water Division of the City of Lincoln. All service and supplies are taxable per Reg. 066.14A and no exemption certificate will be issued.

D. INVOICES

Consultant's invoice(s) for payment of services and products must be sent to the appropriate department according to contract terms with all applicable information included to ensure proper billing and final payment. Invoices shall include the following:

1. Consultant's information:
 - a. Company Name;
 - b. Address; and
 - c. Phone number for billing inquiries.
2. Owner's information:
 - a. Name of requesting department;
 - b. Contact name;
 - c. Address
 - d. Phone number
 - e. Specific list of duties performed and rates charged.

Failure to provide invoices in this manner may result in late payment to the firm with no repercussion to the Owners.

E. PAYMENT SCHEDULE

The payment schedule for the project is tied to specific dates and deliverables as outlined in the awarded contract. Invoices may be submitted by the firm on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved by the Owners' designee. A percentage of the total contract cost may then be invoiced based on the schedule.

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.

EXHIBIT 1

If your company meets the minimum requirements as listed in this RFP under Section I., **F. ESSENTIAL QUALIFICATIONS AND EXPERIENCE**, then please complete this form and include copies in all hard copy responses (Include one in the Original and each of the hard copy Proposal responses) along with a copy in the USB Drive. Fill in your company name in the two areas listed below, sign and date.

I have read and understand the "ESSENTIAL QUALIFICATIONS AND EXPERIENCE" requirements as outlined. I declare that our company, _____ meets all said requirements in the capacity of the Company and not through the experience of our sub-contractors or staffs' experience acquired through previous employment at other companies.

_____ was identified as the Contractor/Provider contractually responsible in contract agreements performing all the requirements as listed in the above referenced section of the RFP.

Further, our company understands and agrees that this form does not represent or replace any other submissions requested under Section IV., **B. 2. for EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS** for the evaluation. The sole purpose of this form is to declare that our company meets the minimum qualifications and experience for acting in the capacity of the responsible party and to ascertain our company, regardless of sub-contractors and former experience of employees, is eligible for consideration in this RFP process.

I am an authorized signer to represent our company on this proclamation.

Authorized Company Representative

Date

