

AGENDA FOR THE WEST HAYMARKET
JOINT PUBLIC AGENCY (JPA)
TO BE HELD FRIDAY, January 11, 2013 AT 3:00 P.M.

CITY-COUNTY BUILDING
555 S. 10TH STREET
ROOM 303*
LINCOLN, NE 68508

1. Introductions and Notice of Open Meetings Law Posted by Door (Chair Beutler)
2. Reports and Communications Received: Letter from BKD dated October 30, 2012 summarizing BKD's planned scope and timing for the August 31, 2012 audit of the financial statements of the West Haymarket Joint Public Agency (No Action Required)
3. Public Comment and Time Limit Notification Announcement (Chair Beutler)

Individuals from the audience will be given a total of 5 minutes to speak on specific items listed on today's agenda. Those testifying should identify themselves for the official record.
4. Approval of the minutes from the JPA meeting held December 18, 2012 (Chair Beutler)
 - (Staff recommendation is for the JPA Board to approve the minutes as presented)
5. West Haymarket Progress Report (Paula Yancey)
 - Public Comment
6. Approval of December 2012 Payment Registers (Steve Hubka)
 - Public Comment
 - (Staff recommendation is for the JPA Board to approve the payment registers)
7. Review of December 2012 Expenditure Reports (Steve Hubka)
 - Public Comment
8. WH 13-1 Resolution to approve Amendment No. 16 to the Agreement for Engineering Services between Olsson Associates dba Lincoln Haymarket Infrastructure Team and the West Haymarket Joint Public Agency, Haymarket Infrastructure Design Project No. 870000, to include the Final Construction Phase Services for the Parking Lot, Festival Space and Pedestrian Bridge Construction; to deduct certain fees for Projects A-1, A-2, A-3, A-6, A-8, A-10, A-17 and A-19, to increase the fee for Project A-5 and to make adjustments on hourly rates for the 2013 calendar year (Paula Yancey)
9. WH 13-2 Resolution to approve the Portable Basketball Floor Contract with Robbin Sports Surfaces for the procurement, delivery and setup of the portable basketball floor and associated accessories for the Pinnacle Arena for the sum of \$107,160.42 (Paula Yancey)

*If the conflicting meeting ends early, this meeting will be held in City Council Chambers Room 112.

10. WH 13-3 Resolution to approve the Portable Basketball Goals Contract with Schelde North America LLC for the procurement, delivery and setup of portable basketball goals and associated features and equipment for the Pinnacle Arena for the sum of \$38,676.00 (Paula Yancey)
11. WH 13-4 Resolution to approve the Contract with NCR Corporation to furnish and install “Point of Service Software and Hardware” for the Arena for the sum of \$300,536.82 (Paula Yancey)
12. Set Next Meeting Date: Thursday, January 24, 2013 at 3:00 p.m. in City Council Chambers Room 112
13. Motion to Adjourn

*If the conflicting meeting ends early, this meeting will be held in City Council Chambers Room 112.

INTER-DEPARTMENT COMMUNICATION

TO JPA Board
DEPARTMENT
ATTENTION
COPIES TO

DATE December 13, 2012
FROM Rick Peo *Rick Peo*
DEPARTMENT City Law
SUBJECT BKD Audit

Please find enclosed for your information a communication from BKD summarizing various matters to the planned scope and timing for the August 31, 2012 audit of the financial statements of the West Haymarket Joint Public Agency. This communication does not require any action by the Board but it will be listed on the January agenda under Reports/Communications received.

ERP/tb

October 30, 2012

Board of Representatives
West Haymarket Joint Public Agency
City of Lincoln, Nebraska

The purpose of this communication is to summarize various matters related to the planned scope and timing for the August 31, 2012 audit of the financial statements of the West Haymarket Joint Public Agency ("West Haymarket JPA").

Please refer to our engagement letter dated October 2, 2012 for additional information and the terms of our engagement.

OVERVIEW

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

PLANNED SCOPE & TIMING

We have preliminarily identified the following areas of significant risks of material misstatement due to error or fraud and propose to address these areas as described:

Risk Area	Audit Approach
Risk of management override of controls	Review accounting estimates for bias, review of journal entries, evaluate business rationale for unusual transactions
Project costs	Test selected costs incurred for propriety and proper capitalization, review vendor and contractor payment requests for propriety

Risk Area	Audit Approach
Occupation taxes	Review methods for tracking and recording tax revenues and the related receivable, compare recorded amounts to budget, test selected individual receipts for propriety

We welcome any input you may have regarding the risk areas identified above, any other significant risk areas in your opinion or other matters you believe warrant particular attention.

We propose the following timeline:

- Drafts of the financial statements and management letter, together with our letter regarding auditor responsibilities, will be furnished by late-November, 2012
- Final reports will be issued in December, 2012

CONTACTS

We understand the appropriate person in the governance structure with whom to communicate is Mr. Steve Hubka, Treasurer.

If for any reason, any member of the Board of Representatives would need to contact us, please call Chris Lindner, at (402) 473-7600.

ACCOUNTING & AUDITING MATTERS

The following matters are, in our judgment, relevant to the planned scope of the audit as well as your responsibilities in overseeing the financial reporting process.

Critical Accounting Policies and Practices

- ✓ Proper handling of project costs incurred
- ✓ Recording of occupation tax revenues and tracking of related receivable
- ✓ Proper financial statement presentation for inclusion within the City of Lincoln's Comprehensive Annual Financial Report

CONSIDERATION OF ERRORS OR FRAUD

One of the most common questions we receive from governing bodies is, "How do you address fraud in a financial statement audit?" Our responsibility, as it relates to fraud, in an audit of financial statements is addressed in Statement on Auditing Standards No. 99, *Consideration of Fraud in a Financial Statement Audit*.

Statements on Auditing Standards Nos. 104 - 111 address how we are to assess and respond to the risks of material misstatement due to error or fraud in an audit.

Our audit approach includes such procedures as:

- Engagement Team Brainstorming
 - Discussions include how and where they believe the entity's financial statements might be susceptible to material misstatement due to errors or fraud, how management could perpetrate and conceal fraudulent financial reporting and how assets of the entity could be misappropriated
 - An emphasis is placed on the importance of maintaining the proper state of mind throughout the audit regarding the potential for material misstatement due to errors or fraud
- Inquiries of Management and Others
 - Personnel interviewed include the Mayor of the City of Lincoln, the West Haymarket JPA Treasurer and others
 - Inquiries are directed towards the risks of errors or fraud and whether personnel have knowledge of any fraud or suspected fraud affecting the entity
- Reviewing Accounting Estimates for Bias
- Evaluating Business Rationale for Significant Unusual Transactions
- Incorporating an Element of Unpredictability Into the Audit Each Year

* * * *

This communication is intended solely for the information and use of those charged with governance, Board of Representatives and management and is not intended to be and should not be used by anyone other than these parties.

CJL/RJW/dkm

BKD, LLP

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
Board Meeting
December 18, 2012

Meeting Began At: 3:00 P.M.

Meeting Ended At: 3:27 P.M.

Members Present: Chris Beutler, Eugene Carroll, Tim Clare

Item 1 -- Introductions and Notice of Open Meetings Law Posted by Door

Chair Beutler opened the meeting with introduction of the Board members. He advised that the open meetings law posted at the back of the room is in effect.

Item 2 -- Public Comment and Time Limit Notification

Beutler welcomed public comment. He stated that individuals from the audience will be given a total of five minutes to speak on specific items listed on today's agenda. Those testifying should identify themselves for the official record and sign in.

Item 3 -- Approval of the minutes from the JPA meeting held December 6, 2012

Beutler asked for corrections or changes to the minutes of the December 6, 2012 meeting. Being none, Carroll moved approval of the minutes. Clare seconded the motion. Motion carried 3-0.

Item 4 -- Approval of November 2012 Payment Register

Steve Hubka, City Finance Director, presented the payment register for November 2012. It totals \$23,224,531 of which \$7.4 million is for debt service on bonds, leaving approximately \$15.7 million of other expenditures for the various projects for the West Haymarket JPA. Clare asked if all the payments made were within the budget and the overall budget status. Hubka confirmed payments were within the budget. In an upcoming agenda item, there will be more presented on the budget, but the news is very good.

There was no public comment. Carroll moved approval of the payment register. Clare seconded the motion. Motion carried 3-0.

Item 5 -- Review of the November 2012 Expenditure Reports

Steve Hubka presented the job cost and operating expenditure report for November 2012. The changes that will be presented in a later agenda item will affect this job cost report for the next month after approval. Responding to Clare's inquiry, Hubka confirmed that necessary signatures from an audit perspective are being gathered.

There was no public comment.

Item 6 -- WH 12-67 Resolution to approve the Third Amendment to Master Development Agreement between the West Haymarket Joint Public Agency and BNSF Railway Company to provide for a refund of the JPA's advance payment in excess of BNSF's actual cost for (1) grading and flagging and (2) compressing the timeline, which results in refund amounts of \$499,162 and \$2,053,516 respectively

Paula Yancey, PC Sports, explained that this is the third amendment to the Master Development Agreement between the West Haymarket JPA and BNSF Railway Company. This resolution provides for a refund to the JPA for the difference in the advance payment made and the actual costs incurred related to grading and flagging operations, as well as the compressed timeline. The total savings results in a refund to the JPA for \$2,552,678. Yancey thanked the staff of BNSF and commended them for working so diligently to complete their scopes and perform the work in such an efficient manner to be able to get this refund back to the JPA. After this resolution is approved, BNSF will issue the check for the refund, which will then offset the previous JPA expenditures made in 2010 and 2011 for this work. The Board members congratulated Paula and thanked BNSF for their work.

Being no public comment, Clare moved approval of the resolution. Carroll seconded the motion. Motion carried 3-0.

Item 7 -- WH 12-68 Resolution to approve the Contract Agreement between the West Haymarket Joint Public Agency and Hawkins Construction Co. pursuant to Bid No. 12-291 for construction of the West Haymarket Parking Lot, Festival Space and Pedestrian Bridge for the sum of \$7,270,489.12

Paula Yancey introduced the resolution that approves the contract with Hawkins Construction Company for the pedestrian bridge structure portion. On the previous agenda, the aesthetics were discussed. This is actually building the bridge structure, as well as the festival space parking lot. This package was bid through the City's Purchasing Department. Three bids were received, with Hawkins being the low and most responsive bidder for this package. The total contract amount requested is \$7,270,489.12 and it is within the budget. Hawkins has been doing an outstanding job on the Core Area Roadway Package. It is on time and on budget. They are expected to perform just as well on the pedestrian bridge. They are experienced on similar bridgework across the country.

Clare asked if this was the last RFP of major significance. Yancey confirmed, although there will be a few smaller ones, that this is the largest in dollar value left to procure. The project is about 90% bid out at this time, so now it is a matter of managing the construction to final completion to make sure budgets are maintain.

Jane Kinsey, Watchdogs of Lincoln Government, came forward. At the last meeting, she was referred to Public Works to find out who was involved on the Antelope Valley Project and the issues that developed with that project. She found out that the problems that caused crumbling involved Hawkins, United, Constructors, and Park. The findings were that the drains were not put in on "O" Street. The specifications and the plans are supposed to have all this information, but they may not be together at the site. Although no one took responsibility for the problems, they agreed to fix it. There were both public and private inspectors -- Wayne Jeter (Teten) was the public inspector, but is now retired, and Parsons Brinkerhoff was the private inspector. Kinsey wanted to know what type of backup was in place. Hawkins may or may not have been at fault, but they were one of the four responsible for fixing the issues.

Yancey responded that, as far as the Haymarket pedestrian bridgework, they made sure that the drains were shown on the plans to ensure that gets coordinated correctly in the field. They will also have third party inspectors on board overseeing the work onsite to be sure those same problems do not occur. The inspection work has not yet been bid, but will be discussed in one of the January meetings.

Clare asked about the inspection standards and best practices. Yancey agreed that they do inspections on concrete and installation and post tensioning. The structural engineers of record have a list of standard inspections that they will require on the pedestrian bridge and those will be included in the bid package. Plus, the package will include the oversight of construction phase services personnel and everyone else on site – the architects and engineers of record as well. Yancey confirmed that they are following best practices.

Beutler thought Kinsey would want to remind everyone for the record that the Antelope Valley problems did not cost the taxpayers additional monies. Hawkins and the other company, with the design people in particular, came together and corrected the problem.

Kinsey realized that was a promise made to the people, but she is more concerned about the safety aspects. There has already been one problem with the arena, which was found and corrected. The public needs to be confident that this problem is monitored appropriately. They will be glad to know about the inspectors in January. She also inquired as to Mortenson's connection.

Yancey explained that this contract is between the JPA and Hawkins Construction on the pedestrian bridge. Hawkins will need to coordinate the work with Mortenson, who is building the pedestrian bridge ramp that connects to the arena and elevated plaza. So the work will be coordinated, but Mortenson is not performing this work.

Kinsey closed by stating the realization that human beings make errors. The public does not expect perfection, but they do expect careful study and to learn from past mistakes. That is the main thing that Watchdogs wants JPA to do.

Carroll moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

Item 8 -- WH 12-69 Resolution to approve the Contract Agreement between the West Haymarket Joint Public Agency and Nebraska Nursery & Color Garden pursuant to Bid No. 12-296 for installation of the West Haymarket Parking Lot, Festival Space and Pedestrian Bridge landscaping for the sum of \$323,540.32

Paula Yancey presented this resolution for a contract between the JPA and Nebraska Nursery & Color Garden for the installation of the landscaping for the festival space and pedestrian bridge package. The bids were received through the City's Purchasing Department. There were three bids, with Nebraska Nursery being the low and responsive bidder. The contract sum requested is for \$323,540.32 and is within the JPA approved budget. Yancey placed the image of the landscaping (hereto attached) on the overhead for viewing. Clare recalled discussions on a prior project where some were critically questioning the dollars spent due to being possibly more aesthetic than actual arena. He wondered about the justification of the dollars spent on this project and whether there are some screening issues. Yancey responded that the image reflects a potential layout for a festival. The colored items are potential tents that SMG can set up for festivals. The landscaping portions are

the green areas with the trees in the festival area, as well as going around the parking lot areas and driveways. The plan is nothing that is over zealous. It is to provide shade and a festival type atmosphere for events. The bridge connection is over the top of the BNSF so does provide screening in that area as well.

There was no public comment. Carroll moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

Item 9 -- WH 12-70 Resolution to Amend the Capital Budget for the West Haymarket Joint Public Agency by adopting the proposed total program summary changes to the budget

Steve Hubka presented this resolution to amend the capital budget last approved on February 28, 2012 for the West Haymarket Joint Public Agency. Paula Yancey watches this budget very closely for not only future expenditures, but for bids that have been received and expenditures already made. She keeps him and the Board well informed.

The proposed budget summary shows the existing budget, the proposed changes, and the revised project budget. It is a picture of where we are at this point in time. There could possibly be further adjustments in the future. As Yancey commented earlier, we are 90% bid out. As bids are received and expenditures made, there are less places where changes can be made in the budget. The first three items under "Other Funding Sources" shows transfers of previously approved funding sources and additional funding sources. The expenditures are also shown. \$9.4 million remains in the contingency budget, and roughly \$5 million remains in the contingency budget for the arena itself. That is good news.

Clare asked Hubka to talk more about funding sources. Hubka used an example of betterments to City infrastructure. It was decided that JPA should not bear the costs for those improvements. Because of accounting procedures, the betterments were included in the contracts let by and paid by the JPA. Then the money was reimbursed by the City to the JPA. That is now shown as an additional funding source beyond what was initially anticipated, but it also shows up as an expenditure of the JPA. It is an expenditure that is reimbursed from another funding source. The Convention and Visitors Bureau and the Brownfields monies are the same type of situation. Clare summarized that, while the numbers may show that JPA has spent the dollars, the additional funding sources have come in to cover those expenses. The overall cost of the arena to the taxpayer is not increased. Hubka said that for the initial funding sources we had planned on using that was true.

Jane Kinsey asked about plans to come in under budget and refund savings to the taxpayers. Beutler responded that there are still nine months to go. It is too early to determine if there will be savings and what to do with potential savings. Kinsey urged the JPA Board to refund any savings to the taxpayers. Kinsey wanted to know who the subcontractors for Mortenson were on this work. Beutler responded that there is a long list, and Yancey can provide a list to Kinsey.

Clare moved approval of the resolution. Carroll seconded the motion. Motion carried 3-0.

10. WH 12-71 Resolution to approve Change Order No. 3 to the Final Guaranteed Maximum Price Amendment to the Amended and Restated Construction Manager at Risk Contract with M.A. Mortenson for buildings core switches and VOIP System, IPTV System and TV displays and complete installation of the exterior naming rights signage for an additional contract amount of \$2,181,973 and to establish \$159,111,219 as the revised amount the contract sum (GMP) shall not exceed

Paula Yancey explained that this is approval for Change Order No. 3 to the Final Guaranteed Maximum Price Amendment with Mortenson. This adds communication items including the core building network switches, the VOIP telephone system, the IPTV System throughout the arena, and installation of exterior naming rights signage. The switches and VOIP are covered by the FF&E budget category in the budget. The IPTV System is funded from the Convention and Visitors Bureau dollars. The naming rights signage on the outside of the building is funded from the Pinnacle Bank Naming Rights Agreement. The total change order is for \$2,181,973. This increases the Mortenson contract to a revised amount of \$159,111,219. The dollars are within the overall JPA budget with funding sources available. Responding to a statement by Carroll, Yancey confirmed that the reason to have Mortenson do this work is for coordination. It needs to be tied into base building systems. For instance, we will need network switches to make sure the building management systems and fire alarms systems are coordinated and working at the time of substantial completion and certificate of occupancy. On the IPTV, Mortenson will need to suspend the TVs appropriately and in a timely fashion. The same type of coordination is needed on the naming rights signage. Clare again wanted to point out that, while Mortenson's contract amount increases, the dollars are from other sources so it is not increasing the overall cost of the project. Yancey stated that was correct.

Carroll moved approval of the resolution. Clare seconded the motion. Motion carried 3-0.

Item 11 -- Set Next Meeting Date

The next meeting date is set for Friday, January 11, 2013 at 3:00 p.m. in County-City Building Room 303.

NOTE: Throughout 2013, meetings scheduled in Conference Room 303 may be moved to the City Council Chambers Room 112 if the conflicting meeting ends early. That footnote is on the public agenda, and a notice will be posted on the door of Conference Room 303 if there is a last-minute room change.

Item 12 -- Motion to Adjourn

Carroll made a motion to adjourn the meeting. Clare seconded the motion. Motion carried 3-0. The meeting adjourned at 3:27 P.M.

Prepared by: Pam Gadeken, Public Works and Utilities



West Haymarket Joint Public Agency
 Payment Register
 12/1/2012 through 12/31/2012

Vendor Number	Name	Remark	Project	Description	Do Ty	Doc Number	Amount	Payment Date	Payment Number
594773	Alfred Benesch & Company	Sep'2012 Environmental assm	870601	WH NDEQ T-200	OV	1412839	4,878.18	12/05/12	483955
594773	Alfred Benesch & Company	Sep,2012 Environmental assm	870603	WH Environmental Contngy Pln	OV	1412892	300.00	12/05/12	483955
594773	Alfred Benesch & Company	Sep'2012 Environmental assm	870602	WH Voluntary Clean-up Program	OV	1412892	31,530.37	12/05/12	483955
594773	Alfred Benesch & Company	Sep,2012 Environmental assm	870604	WH Other/Miscellaneous	OV	1412892	14,540.48	12/05/12	483955
594773	Alfred Benesch & Company	Sep'2012 Site investigation	870100	WH Arena	OV	1412893	587.10	12/05/12	483955
37233	Olsson Associates	Testing thru 11/3/12	870202	WH Parking Garage #1	OV	1412783	2,392.80	12/06/12	57976
59029	Cornerstone Print & Marketing	FINANCE DEPARTMENT	06095	W Haymarket O & M	PV	1412920	52.63	12/06/12	57995
249308	DLR Group Inc	Oct'2012 Arena consulting	870100	WH Arena	OV	1412786	112,500.00	12/06/12	58044
249308	DLR Group Inc	Oct'2012 Ded Wrk Area LNC	870100	WH Arena	OV	1412787	1,504.59	12/06/12	58044
249308	DLR Group Inc	Oct'2012 Arena Furn Interio	870100	WH Arena	OV	1412788	5,910.00	12/06/12	58044
249308	DLR Group Inc	Oct'2012 Ramp & Elev Plaza	870100	WH Arena	OV	1412790	3,405.38	12/06/12	58044
249308	DLR Group Inc	Oct,2012 Naming Signage	870100	WH Arena	OV	1412791	21,155.00	12/06/12	58044
249308	DLR Group Inc	Oct'12 Reimb exps	870100	WH Arena	OV	1412792	10,000.00	12/06/12	58044
249308	DLR Group Inc	Oct'2012 Specialty consults	870100	WH Arena	OV	1412794	16,712.60	12/06/12	58044
249308	DLR Group Inc	Oct,2012 Parking Garage	870203	WH Arena Parking Garage	OV	1412894	15,289.29	12/06/12	58044
406174	BKD LLP	Client# 0081643 WHJPA Audit	06095	W Haymarket O & M	PV	1412925	8,500.00	12/06/12	58055
585350	Hausmann Construction	Proj 870201a	870201	WH HymktPkLot,FestSp&PedGrdStr	OV	1412785	223,170.19	12/06/12	58058
594458	Ronco Construction Company Inc	Partial release of retainge	870906	WH Amtrak Station	OV	1412784	71,547.60	12/06/12	58068
596877	Olsson Associates	Arena support 10/7-11/3/12	870951	WH ITS & Dynamic Message Signs	OV	1412828	7,945.49	12/06/12	58070
596877	Olsson Associates	Arena support,10/7-11/3/12	870202	WH Parking Garage #1	OV	1412828	53,350.40	12/06/12	58070
596877	Olsson Associates	Arena support, 10/7-11/3/12	870305	WH Core Area Roadway & Utility	OV	1412828	115,076.67	12/06/12	58070
596877	Olsson Associates	Arena support, 10/7-11/3/12	870201	WH HymktPkLot,FestSp&PedGrdStr	OV	1412828	164,649.46	12/06/12	58070
596877	Olsson Associates	Arena support,10/7-11/3/12	870307	WH Streetscape	OV	1412828	18,678.39	12/06/12	58070
596877	Olsson Associates	Arena support,10/7-11/3/12	870952	WH Community Space & Civic Art	OV	1412828	69.50	12/06/12	58070
596877	Olsson Associates	Arena support,10/7-11/3/12	870000	WH General Coordination	OV	1412828	46,295.35	12/06/12	58070
598263	PC Sports LLC	Nov,2012 Program Mgmt	870100	WH Arena	OV	1413027	30,450.00	12/06/12	58075
598263	PC Sports LLC	Nov,2012 Arena Mgmt	870000	WH General Coordination	OV	1413027	68,050.00	12/06/12	58075
76881	Windstream	Billing Number 402-477-6387	06095	W Haymarket O & M	PV	1414981	93.34	12/12/12	484269
102154	Public Building Commission	Finance- Mark L 12/12	06095	W Haymarket O & M	PV	1414982	204.62	12/12/12	484270
102154	Public Building Commission	Finance- Mark L 12/12	06095	W Haymarket O & M	PV	1414982	52.24	12/12/12	484270
127319	Urban Development	Reimbursed hrs for projects	870908	WH Other Private Prop Acqstns	PV	1414014	670.32	12/12/12	484271
127319	Urban Development	Reimbursed hrs for projects	870902	WH Alter Site Purchase	PV	1414014	255.60	12/12/12	484271
127319	Urban Development	Reimbursed hrs for projects	870903	WH Jaylynn Site Purchase	PV	1414014	85.20	12/12/12	484271
127319	Urban Development	Reimbursed hrs for projects	870302	WH "M"&"N" St,7th to 10th St	PV	1414014	401.68	12/12/12	484271
131481	Public Works Business Office	City Staff-Pam Gadeken	06095	W Haymarket O & M	PV	1414983	612.93	12/12/12	484272
162801	City Law Department	Easement release#2012058448	870908	WH Other Private Prop Acqstns	PV	1413128	10.50	12/12/12	484273
36863	General Excavating	#870951, Conduit System	870951	WH ITS & Dynamic Message Signs	OV	1414042	9,831.88	12/13/12	58117
38391	Lincoln Journal Star	Cust#60016059	870100	WH Arena	PV	1412954	17.52	12/13/12	58119
53356	Lincoln Electric System	Account 002086369 510 N St	06095	W Haymarket O & M	PV	1414976	361.73	12/13/12	58129
98079	Black Hills Energy	525 N St, 9/19-10/18/12	870305	WH Core Area Roadway & Utility	PV	1414013	26.76	12/13/12	58159
320143	Hawkins Construction	Proj 870305,11/11-11/24/12	870305	WH Core Area Roadway & Utility	OV	1414045	342,787.21	12/13/12	58190
585350	Hausmann Construction	#870201a,Prkg Lot Improv	870201	WH HymktPkLot,FestSp&PedGrdStr	OV	1414043	126,940.30	12/13/12	58212
592575	Rush Creek Construction Inc	Security fencing @ Amtrak	870906	WH Amtrak Station	PV	1414015	1,097.81	12/13/12	58218
593485	Thought District Inc	10-JPA-0007 Ongoing Management	06095	W Haymarket O & M	PV	1414984	2,000.00	12/13/12	58220
77921	County/City Property Management	November 2012 Amtrak Station	06095	W Haymarket O & M	PV	1416351	568.30	12/19/12	484774
82368	State of Nebraska	Oct,2012 monitoring #10620	870602	WH Voluntary Clean-up Program	PV	1415842	932.14	12/19/12	484775
82368	State of Nebraska	Sep,2012 monitoring #10620	870602	WH Voluntary Clean-up Program	PV	1415843	24.67	12/19/12	484775
82368	State of Nebraska	Oct,2012 monitoring #0637	870602	WH Voluntary Clean-up Program	PV	1415844	995.64	12/19/12	484775
97885	Copy Services	Customer 595381	06095	W Haymarket O & M	PV	1416353	19.46	12/19/12	484776
98642	Information Services	09/12 Data Processing	06095	W Haymarket O & M	PV	1416356	165.94	12/19/12	484777
98642	Information Services	10/12 Data Processing	06095	W Haymarket O & M	PV	1416360	165.94	12/19/12	484777
98642	Information Services	11/12 Data Processing	06095	W Haymarket O & M	PV	1416362	165.94	12/19/12	484777
103499	Register of Deeds	Doc#2012053777,WDEED file fee	870302	WH "M"&"N" St,7th to 10th St	PV	1415845	10.50	12/19/12	484778

West Haymarket Joint Public Agency
 Payment Register
 12/1/2012 through 12/31/2012

Vendor Number	Name	Remark	Project	Description	Do Ty	Doc Number	Amount	Payment Date	Payment Number
103499	Register of Deeds	Doc#2012055739, QCDEED file fee	870908	WH Other Private Prop Acqstns	PV	1415846	31.00	12/19/12	484778
196867	Terracon Consultants Inc	Testing thru 11/3/12	870100	WH Arena	OV	1415863	118,672.41	12/20/12	58368
596608	M A Mortenson Company	Nov, 2012 scheduling	870000	WH General Coordination	OV	1415854	8,333.00	12/20/12	58456
596608	M A Mortenson Company	Nov, 2012 Arena work	870100	WH Arena	OV	1415992	8,475,065.00	12/20/12	58456
599315	Legends Sales & Marketing LLC	Nov, 2012 retnr, rent, sal exp	870100	WH Arena	OV	1415855	20,155.83	12/20/12	58468
600864	The Lipski Group Inc	First pay - Candy Box	870952	WH Community Space & Civic Art	OV	1417143	95,100.00	12/26/12	485125
38391	Lincoln Journal Star	Cust#60016059	870201	WH HymktPkLot, FestSp&PedGrdStr	PV	1417234	19.78	12/27/12	58518
38391	Lincoln Journal Star	Cust#60016059	870201	WH HymktPkLot, FestSp&PedGrdStr	PV	1417237	21.48	12/27/12	58518
249308	DLR Group Inc	Nov'2012 Arena + work	870100	WH Arena	OV	1417149	112,500.00	12/27/12	58569
249308	DLR Group Inc	Nov'2012 Ded Wrk Area LNC	870100	WH Arena	OV	1417151	1,504.60	12/27/12	58569
249308	DLR Group Inc	Nov'2012 Arena Furn Interio	870100	WH Arena	OV	1417154	5,910.00	12/27/12	58569
249308	DLR Group Inc	Nov, 2012 Parking Garage	870203	WH Arena Parking Garage	OV	1417156	15,289.90	12/27/12	58569
249308	DLR Group Inc	Nov, 2012 Fixed Reimb Exps	870100	WH Arena	OV	1417160	10,000.00	12/27/12	58569
249308	DLR Group Inc	Nov, 2012 Signage Cattl.yon	870100	WH Arena	OV	1417162	41,482.10	12/27/12	58569
585350	Hausmann Construction	Improv work 11/25-12/8/12	870201	WH HymktPkLot, FestSp&PedGrdStr	OV	1417145	360,652.99	12/27/12	58585
602078	Hausmann-Dunn, a Joint Venture	Deck 1 work to 11/30/12	870202	WH Parking Garage #1	OV	1417147	364,966.00	12/27/12	58593
Grand total							11,166,743.73		

West Haymarket Joint Public Agency
 Public Works Engineering Costs
 12/1/2012 through 12/31/2012

Description	Fund	Project	Description	Do Ty	Document Number	Object	Sub	Amount	G/L Date
Design Engineering	00951	870000	WH General Coordination	EU	356618	6153	130	1,874.79	12/13/12
Design Engineering	00951	870201	WH HymktPkLot,FestSp&PedGrdStr	EU	356618	6153	130	835.87	12/13/12
Design Engineering	00951	870302	WH "M"&"N" St,7th to 10th St	EU	356618	6153	130	170.80	12/13/12
Design Engineering	00951	870305	WH Core Area Roadway & Utility	EU	356618	6153	130	683.20	12/13/12
Design Engineering	00951	870306	WH Traffic Analysis	EU	356618	6153	130	243.53	12/13/12
Design Engineering	00951	870000	WH General Coordination	EU	356619	6153	130	1,620.60	12/27/12
Design Engineering	00951	870201	WH HymktPkLot,FestSp&PedGrdStr	EU	356619	6153	130	341.60	12/27/12
Design Engineering	00951	870302	WH "M"&"N" St,7th to 10th St	EU	356619	6153	130	113.88	12/27/12
Design Engineering	00951	870305	WH Core Area Roadway & Utility	EU	356619	6153	130	626.25	12/27/12
Design Engineering	00951	870306	WH Traffic Analysis	EU	356619	6153	130	243.53	12/27/12

Grand
 total

6,754.05

City of Lincoln, NE
 West Haymarket Joint Public Agency
 Job Cost Report
 As of December 31, 2012

		Total Budget	Expend.	Encumb.	Available Balance	Accounts Receivable	Adjusted Avail Bal

00951	West Haymarket Capital Proj						
70090	West Haymarket Park						
	870000 WH General Coordination	6,674,522	5,283,772	1,490,931	100,181-		100,181-

70090	West Haymarket Park	6,674,522	5,283,772	1,490,931	100,181-		100,181-

70091	Arena						
	870100 WH Arena	178,079,903	99,546,690	73,228,266	5,304,947		5,304,947
	870101 WH Arena Contingency	6,643,925			6,643,925		6,643,925
	870203 WH Arena Parking Garage	726,438	603,477	122,318	643		643

70091	Arena	185,450,266	100,150,167	73,350,584	11,949,515		11,949,515

70092	Parking						
	870201 WH HymktPkLot, FestSp&PedGrdStr	14,983,049	3,740,161	2,967,811	8,275,077		8,275,077
	870202 WH Parking Garage #1	14,234,442	2,428,489	11,651,143	154,810		154,810
	870204 WH Parking Garage #2	207,036	203,219	3,817			

70092	Parking	29,424,527	6,371,869	14,622,771	8,429,887		8,429,887

70093	Roads						
	870301 WH Charleston Bridge/Roadway	258,985	252,015	31,969	24,999-		24,999-
	870302 WH "M"&"N" St,7th to 10th St	3,432,807	3,432,463	61,480	61,136-		61,136-
	870303 WH USPS Parking Lot Reconstctn	698,178	696,054	2,124			
	870304 WH 10th & Salt Creek Road Impr	3,444,647	3,436,721	7,927	1-		1-
	870305 WH Core Area Roadway & Utility	15,914,406	9,941,915	5,470,046	502,445		502,445
	870306 WH Traffic Analysis	78,170	71,760	17,520	11,110-		11,110-
	870307 WH Streetscape	425,638	328,871	58,817	37,950		37,950
	870308 WH Sun Valley Blvd & West "O"	29,370	23,682	5,689	1-		1-

70093	Roads	24,282,201	18,183,481	5,655,572	443,148		443,148

City of Lincoln, NE
 West Haymarket Joint Public Agency
 Job Cost Report
 As of December 31, 2012

		Total Budget	Expend.	Encumb.	Available Balance	Accounts Receivable	Adjusted Avail Bal

00951	West Haymarket Capital Proj						
70094	Pedestrian Ways						
	870401 WH Plaza						
	870402 WH Canopy Phase II	1,424,060	296,292	983,460	144,308		144,308

70094	Pedestrian Ways	1,424,060	296,292	983,460	144,308		144,308
70095	Utilities						
	870501 WH Sanitary Sewer Relocation	1,492,905	1,492,905				
	870502 WH Fiber Optic Comm & Other	506,035	506,035	31,547	31,547-		31,547-

70095	Utilities	1,998,940	1,998,940	31,547	31,547-		31,547-
70096	Environmental						
	870601 WH NDEQ T-200	2,332,906	1,591,624	12,778	728,504	80,945	809,449
	870602 WH Voluntary Clean-up Program	1,157,029	804,635		352,394		352,394
	870603 WH Environmental Contngy Pln	2,315,878	1,250,937		1,064,941		1,064,941
	870604 WH Other/Miscellaneous	926,292	584,757	342,786	1,251-		1,251-
	870605 WH Canopy Phase I-Lead Abatemt						

70096	Environmental	6,732,105	4,231,953	355,564	2,144,588	80,945	2,225,533
70097	Dirt Moving						
	870701 WH Stmwtr Mtgtn-Sth&WstOf BNSF						
	870703 WH Initial Haymarket Site Prep	6,063,449	6,087,617	39,538	63,706-		63,706-
	870704 WH Other Stormwater Mitigation						

70097	Dirt Moving	6,063,449	6,087,617	39,538	63,706-		63,706-
70098	TIF Improvements						
	870800 WH TIF Improvements						

70098	TIF Improvements						

City of Lincoln, NE
 West Haymarket Joint Public Agency
 Job Cost Report
 As of December 31, 2012

		Total Budget	Expend.	Encumb.	Available Balance	Accounts Receivable	Adjusted Avail Bal

70099	Site Purchase						
	870901 WH BNSF Land Acquisition	1,060,419	1,060,419				
	870902 WH Alter Site Purchase	4,846,286	4,544,428		301,858		301,858
	870903 WH Jaylynn Site Purchase	1,700,176	1,700,182		6-		6-
	870904 WH UP Site Purchase	1,326,248	1,326,248				
	870905 WH BNSF Const, Rehab, Reloc	47,695,867	50,224,377		2,528,510-		2,528,510-
	870906 WH Amtrak Station	2,367,186	2,361,623	601	4,962		4,962
	870907 WH UP Track Mod West of Bridge	1,225,232	1,225,232				
	870908 WH Other Private Prop Acqstns	2,264,241	2,214,227	20,397	29,617		29,617

70099	Site Purchase	62,485,655	64,656,736	20,998	2,192,079-		2,192,079-

70100	Other Costs						
	870951 WH ITS & Dynamic Message Signs	1,826,827	171,038	174,108	1,481,681		1,481,681
	870952 WH Community Space & Civic Art	1,500,000	147,194	236,591	1,116,215		1,116,215

70100	Other Costs	3,326,827	318,232	410,699	2,597,896		2,597,896

70105	Bond Related Costs						
	870975 WH Miscellaneous	528,317			528,317		528,317
	870976 WH Line of Credit	53,227	53,227				
	870977 WH Series 1 JPA Debt	1,535,168	1,535,168				
	870978 WH Series 2 JPA Debt	1,221,802	1,221,802				
	870979 WH Series 3 JPA Debt	577,661	577,661				
	870980 WH Series 4 JPA Debt	1,243,825	1,243,825				

70105	Bond Related Costs	5,160,000	4,631,683		528,317		528,317

00951	West Haymarket Capital Proj	333,022,552	212,210,742	96,961,664	23,850,146	80,945	23,931,091

City of Lincoln, NE
 West Haymarket Joint Public Agency
 Operating Expenditure Report
 As of December 31, 2012

00950 West Haymarket Reven
 06095 W Haymarket O & M

	ORIGINAL BUDGET	REAPPROP & P/Y ENC	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE
00950 West Haymarket Revenue						
06095 W Haymarket O & M						
11 Materials & Supplies						
5221 Office Supplies	250			250	92	158
5261 Postage	2,000			2,000	245	1,755
5323 Bldg Maint Supplies	560			560	89	471
11 Materials & Supplies	2,810			2,810	426	2,384
12 Other Services & Charges						
5621 Misc Contractual Services	454,945			454,945	9,024	445,921
5624 Auditing Service	15,500			15,500	12,000	3,500
5631 Data Processing Service	6,992			6,992	664	6,328
5633 Software	1,100			1,100		1,100
5643 Management Services	53,000			53,000	4,000	49,000
5683.05 Fire Alarm Monitor	500			500	103	397
5762 Photocopying	500			500	155	345
5763 Printing	500			500	121	379
5794 Public Officials	27,000			27,000		27,000
5821 Electricity - Bldg & Grnds	4,000			4,000	2,132	1,868
5825 Natural Gas					41	41-
5829 Telephone	1,200			1,200	375	825
5830 Water	6,000			6,000	55	5,945
5856 City Share Linc Center Main					1,087	1,087-
5870 Other Bldg Maintenance	4,000			4,000	1,569	2,431
5928 Rent of Co/City Bldg Space	2,456			2,456	818	1,638
5931 Parking Rent Bldg Comm	627			627	209	418
5952 Advertising/Media Serv	2,850			2,850	360	2,490
12 Other Services & Charges	581,170			581,170	32,713	548,457
06095 W Haymarket O & M	583,980			583,980	33,139	550,841

83410
MARK
JPAADMIN

City of Lincoln, NE
West Haymarket Joint Public Agency
Operating Expenditure Report
As of December 31, 2012

2
01/04/13
07:19:19

00950 West Haymarket Reven
195011 JPA 2010A Debt Servi

	ORIGINAL BUDGET	REAPPROP & P/Y ENC	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE
-----	-----	-----	-----	-----	-----	-----
195011 JPA 2010A Debt Servic						
15 Debt Service						
6233 Bd Trustee Pmt-Serv Chg	524			524	524	
6235 Bd Trustee Pmt-Interest	4,651,510			4,651,510	2,325,755	2,325,755
-----	-----	-----	-----	-----	-----	-----
15 Debt Service	4,652,034			4,652,034	2,326,279	2,325,755
-----	-----	-----	-----	-----	-----	-----
195011 JPA 2010A Debt Servic	4,652,034			4,652,034	2,326,279	2,325,755

83410
MARK
JPAADMIN

City of Lincoln, NE
West Haymarket Joint Public Agency
Operating Expenditure Report
As of December 31, 2012

3
01/04/13
07:19:19

00950 West Haymarket Reven
195021 JPA 2010B/C Debt Ser

	ORIGINAL BUDGET	REAPPROP & P/Y ENC	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE

195021 JPA 2010B/C Debt Serv						
15 Debt Service						
6233 Bd Trustee Pmt-Serv Chg	1,048			1,048		1,048
6235 Bd Trustee Pmt-Interest	5,874,322			5,874,322	2,937,161	2,937,161

15 Debt Service	5,875,370			5,875,370	2,937,161	2,938,209

195021 JPA 2010B/C Debt Serv	5,875,370			5,875,370	2,937,161	2,938,209

City of Lincoln, NE
 West Haymarket Joint Public Agency
 Operating Expenditure Report
 As of December 31, 2012

00950 West Haymarket Reven
 195031 JPA 2011 Debt Servic

	ORIGINAL BUDGET	REAPPROP & P/Y ENC	BUDGET REVISIONS	TOTAL	YTD EXPEND	AVAILABLE BALANCE
195031 JPA 2011 Debt Service						
15 Debt Service						
6233 Bd Trustee Pmt-Serv Chg	424			424		424
6235 Bd Trustee Pmt-Interest	4,591,688			4,591,688	2,295,844	2,295,844
15 Debt Service	4,592,112			4,592,112	2,295,844	2,296,268
195031 JPA 2011 Debt Service	4,592,112			4,592,112	2,295,844	2,296,268
00950 West Haymarket Revenue	15,703,496			15,703,496	7,592,423	8,111,073

RESOLUTION NO. WH- _____

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the attached Amendment No. 16 to the Agreement for Engineering Services between
4 Olsson Associates dba Lincoln Haymarket Infrastructure Team and the West Haymarket Joint
5 Public Agency, Haymarket Infrastructure Design Project No. 870000, to include the Final
6 Construction Phase Services for the Parking Lot, Festival Space and Pedestrian Bridge
7 Construction (Appendix A); to deduct certain fees for Projects A-1, A-2, A-3, A-6, A-8, A-10, A-
8 17 and A-19, an increase in fees for Project A-5 (Appendix B), and to make adjustments on hourly
9 rates for the 2013 calendar year (Appendix C), is hereby approved and the Chairperson of the
10 West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute
11 said Amendment No. 16 on behalf of the JPA.

12 The City Clerk is directed to return a fully executed original of the Agreement to Olsson
13 Associates, 1111 Lincoln Mall, Lincoln, NE 68508.

14 Adopted this _____ day of January, 2013.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Chris Beutler, Chair

Tim Clare

Eugene Carroll

AMENDMENT NO. 16
to AGREEMENT for ENGINEERING SERVICES
between OLSSON ASSOCIATES
dba LINCOLN HAYMARKET INFRASTRUCTURE TEAM and the
WEST HAYMARKET JOINT PUBLIC AGENCY
HAYMARKET INFRASTRUCTURE DESIGN PROJECT
Project No. 870000

This Contract Amendment is made by and between Olsson Associates, dba Lincoln Haymarket Infrastructure Team, hereinafter called ENGINEER, and the West Haymarket Joint Public Agency, hereinafter called JPA, this _____ day of _____ 2012 and approved by Resolution No. _____.

WHEREAS, it is the mutual desire of the parties hereto to amend the Agreement to provide professional services associated with the Haymarket Infrastructure Design Contract which was entered into on November 18, 2010 under Resolution WH-12, hereinafter called the existing Agreement. The description of work to be added to the existing Agreement under this Amendment generally shall include the Final Construction Phase Services for the Parking Lot, Festival Space and Pedestrian Bridge Construction and adjustments on hourly rates that will be used by the Lincoln Haymarket Infrastructure Team for the 2013 calendar year. Also included are deducts for Projects A-1, A-2, A-3, A-6, A-8, A-10, A-17 and A-19 and an increase to Project A-5 (Appendix B). A detailed breakdown of scope of services for the construction phase services is included in the attachment(s) as shown below:

- Haymarket Infrastructure Project, Parking Lot, Festival Space and Pedestrian Bridge, Final Construction Phase Services – Appendix A-9

The JPA recognizes that the schedule for providing the construction phase services for the Parking Lot, Festival Space and Pedestrian Bridge Project is critical to the overall completion of the Haymarket Project. As such the JPA has provided the Engineer an early notice to proceed, effective December 18, 2012 (the date of approval of a contract with the selected Contractor for the construction of the Parking Lot, Festival Space and Pedestrian Bridge Project) to begin performing the necessary work associated with the construction phase services on this project.

The adjustment in the hourly wage rates for work completed in calendar year 2013 is shown in Appendix C.

The fee for the Final Construction Phase Services for the Festival Area and Pedestrian Bridge is \$690,000. The deduct fees are as follows: General Design and Coordination (\$50,000); USPS Parking Lot Reconstruction (\$2,124), 10th and Salt Creek Roadway Improvements (\$7,927), Traffic Analysis (\$7,520), Charleston Bridge and Roadway Improvements (\$6,969), Core Area Roadway and Utilities (\$150,000), South Parking Garage (\$57,900), Initial Site Prep./USPS Parking Lot Construction Services (\$24,500). The added fee for the 'N' Street Paving project is \$4,500. The net additional fee for all work described above is \$387,560. With this additional work, the total contract amount increases from \$10,122,573.00 to \$10,510,133.

NOW THEREFORE, it is hereby agreed that the existing Agreement be amended to include the services as described herein.

This AMENDMENT shall be deemed a part of, and shall be subject to all terms and conditions of the existing Agreement. Except as modified above, the existing Agreement shall remain in full force and effect.

West Haymarket Joint Public Agency

Title: _____

**Engineer – Olsson Associates dba
Lincoln Haymarket Infrastructure Team**

By: John F. Olsson
Title: S. V. P.

By: _____
Title: _____

Appendix A

**Haymarket Parking Lot/Festival Area/Pedestrian Grade Separation – Final
Grading and Bridge - Construction Services**

APPENDIX A

Scope of Services

HAYMARKET INFRASTRUCTURE PROJECT PARKING LOT, FESTIVAL SPACE AND PEDESTRIAN BRIDGE PROJECT FINAL GRADING - CONSTRUCTION PHASE SERVICES

JPA Project Numbers 870201

General Description of Scope of Services

This scope of services generally includes construction phase services for the Parking Lot, Festival Space and Pedestrian Bridge construction project. The services to be provided under this contract will include normal and customary full time construction administration and construction observation of the work. This will include geotechnical observation and soils testing for the excavation, over-excavation, embankment construction; observation, documentation and verification of final bearing at driven "H" Piling at the bridge; surveys to verify final quantities as needed; and other testing work such as compaction testing for utility trench backfill concrete testing for concrete pavement construction, and Testing Laboratory support as necessary.

The following are the task items that are included as part of the scope of services for the Parking Lot, Festival Space and Pedestrian Bridge construction project.

Task 1. Construction Administration

The LHIT Team shall furnish a Construction Administrator on a full time basis to manage and oversee the construction work on the project. In addition to the Construction Administrator, support staff and engineering staff will assist the Construction Administrator throughout the course of the work on a part time as needed basis to maintain documents and respond to contract related questions or changes in conditions that may be encountered. The duration of the proposed construction is projected to begin January 7, 2013 and continue through project close out estimated to be on or before October 25, 2013. This is approximately 38 weeks.

a. Pre-Construction Conference

On a date and at a time and place set by the JPA, the LHIT Construction Administrator will prepare an agenda and conduct a pre-construction conference. The pre-construction conference will include a discussion of the Contractor's tentative schedule, procedures for transmittal and review of the Contractor's submittals, processing payment applications, critical work sequencing, change orders, record documents, and other items pertaining to execution of the contract documents as well as the Contractor's responsibilities for safety and first aid. Procedures for dealing with unforeseen problems will be developed and discussed.

b. General Construction Administration

The Contract Administrator shall provide general construction administration duties that are detailed in the following items. It is anticipated that the Contract Administrator will spend approximately half of their time to provide these services throughout the course of the project. For the purposes of estimating hours it was assumed the duration of the project shall be 9.5 months or 38 weeks.

- c. Review Contractor's Submittals**
Review Contractor submittals, for equipment, materials, and construction. All requests for variations from the contract documents will be reviewed with the JPA before issuing an approval to the contractor. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incidental thereto.
- d. Pay Requests**
Review and process the Contractor's payment requests, and forward to the owner for payment on a bi-weekly schedule. The review will be for the purpose of making a full independent mathematical check of the Contractor's payment request. Olsson Associates will verify stored materials and the quantities of work completed, which are the basis of the payment request.
- e. Project Modifications**
Coordinate changes through the issuance of field orders, work change directives, or change orders that are agreed upon. Review all modifications to ensure that the owner's interests have been protected in the proceedings, and all modification requests will be discussed with the owner before they are developed in final form.
- f. Project Files and Project Documentation**
Set up and maintain appropriate project files that relate to the work. Including but not limited to, project correspondence, work change directives, change orders, meeting minutes, requests' for information (RFI), material certifications, test reports, weekly construction summaries and project schedules. Prepare and keep detailed notes, computations and measurements; records of quantities of pay items constructed or basis of acceptance of installed materials and a daily record of the Contractor's operations
- g. Davis-Bacon Wage Documentation**
Certified payroll record files will be established for all contractors on site and updated weekly. Review the Contractor's site EEO documentation and conduct wage rate interviews with Contractor personnel for compliance. Notification will be given to the Owner and the Contractor when documentation is observed to be in non-compliance.
- h. Document Interpretation and Clarification**
Provide interpretation and clarification of contract documents for the owner and general contractor.
- i. Progress Meetings**
Prepare an agenda and conduct weekly meetings to assist in resolution of conflicts and maintain current scheduling of the project. Progress meetings will include discussion of the Contractors progress as it relates to the schedule, site coordination and defects and deficiencies in the work.
- j. Stakeholder Coordination**
Manage and provide critical information as requested and as required to coordinate with all project stakeholders (Stakeholders include but not limited to Burlington Northern Railroad, the Arena contractor, The bridge aesthetic contractor, the University of Nebraska, Haymarket Park, the City of Lincoln 901 staff, the LPSNRD and the Contractor for the Breslow Ice Center). Coordination will also include periodic visits to the construction site to observe progress of the work, conduct on site meetings, and

consult with field personnel and the contractor's superintendent to address stakeholder concerns.

k. Substantial Completion

Upon receipt of written notification from the Contractor of substantial completion, schedule a walk through to identify items to be completed or corrected prior to accepting substantial completion.

l. Final Completion

In the company of the owner and Contractor, conduct a final completion walk through to identify items requiring completion or correction prior to final payment.

m. Project Closeout

Coordinate appropriate information relating to final closeout of the project including a final set of record drawings for distribution as well as securing all necessary documentation allowing for processing of final payment.

Task 2. Construction Observation

The LHIT Team shall furnish a full time Resident Project Representative (RPR), and other staff as needed to assist in observing performance of the work of the contractor over the projected construction period starting in January of 2013 and continuing through project close out which is expected to occur prior to October 25, 2013. This will include all work associated with the Parking Lot, Festival Space and Pedestrian Bridge construction project.

This work will generally include observation of site clearing and demolitions, utility construction, storm sewer construction, lighting and electrical work, water main construction, sanitary sewer construction, bridge construction, pavement construction, coordination with soils testing and concrete placement operations, assist with overall coordination with the key stakeholders through the course of the construction.

Through more extensive on-site observations of the work in progress and field checks of materials, the RPR and assistants shall endeavor to provide further protection for the JPA against defects and deficiencies in the work. Specific services to be performed are as follows:

a. General Site Observation

Provide full time construction observation for the projects. This may include observation during evening hours and on weekends to adequately observe the contractor's work. It is anticipated that the contractor and/or his subcontractors will be working an average of 10 hours per day and no more than 6 days per week during the work up through substantial completion. Following Substantial Completion it is anticipated that work would be limited to approximately 40 hours per week.

b. Schedules

Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by contractor and consult with Construction Administrator concerning acceptability.

c. Meetings

Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

d. Liaison

Serve as Construction Administrators liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the Construction Administrator in serving as owner's liaison with contractor when contractor's operations affect owner's on-site operations.

e. Shop Drawings and Samples

Record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by contractor, and notify Construction Administrator of availability of samples for examination. Advise the Construction Administrator and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved.

f. Review of Work, Rejection of Defective Work, Observations and Tests

Conduct on-site observations of the Work in progress to assist Construction Administrator in determining if the Work is in general proceeding in accordance with the Contract Documents.

Report to Construction Administrator whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any governing agency, test or approval required to be made; and advise Construction Administrator of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, or approval.

g. Interpretation of Contract Documents

Report to the Construction Administrator when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor any clarifications and interpretations as issued by Construction Administrator.

h. Modifications

Consider and evaluate Contractor's suggestions for modifications to the Plans and Specifications and report with RPR's recommendations to Construction Administrator. Transmit to Contractor decisions as issued by design Engineer.

i. Records

Maintain at the job site orderly files for correspondence, reports of job conferences; Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

Maintain a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures. This includes compilation of all individual pay quantities of work completed on a daily basis.

j. Reports

Furnish Construction Administrator weekly summary reports which include but are not limited to progress of the Work and Contractor's compliance with the progress schedule.

Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and make recommendations to Construction Administrator relating to the Change Orders, Work Directive Changes, and Field Orders.

k. Payment Requests

Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Construction Administrator, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the work.

l. NPDES

Review the Contractor's documentation of the erosion and sediment control plan. Notify the Owner and the Contractor when documentation is observed to be in non-compliance. The implementation and documentation required to meet the requirements of the NPDES permit are not included in this scope of work.

m. Substantial Completion

Schedule and attend substantial completion walk through with the Owner, Contractor and Project Engineer. Prepare and distribute substantial completion punch list.

n. Final Completion

Schedule and attend the final completion walk through with the Owner, Contractor and Project Engineer. Prepare and distribute final completion punch list. Observe that all items on final list have been completed or corrected and make recommendations to Construction Administrator concerning acceptance.

o. Record Drawings

Maintain record drawings and specifications based on site observation and the Contractor's record drawings. This information will be combined and one set of redlined record drawings will be provided to the Owner at the completion of the project. Electronic files of the record drawings are not included in this scope of work.

Task 3. Survey

The LHIT Team shall perform survey services as authorized to verify construction accuracy and tolerances are maintained and provide support survey separate from the construction staking provided by the contractor. This service is anticipated to be required due to unforeseen conditions, field changes and plan revisions or in the event of a dispute. This work would also include completion of a topographic survey of the embankment area prior to removal of surcharge to use in verification of final quantities due to the unknown amount of total settlement that will occur at the embankment. This work shall also include field verification or review of as-constructed items at the bridge as requested by the JPA but does not include girder shim shots which should be the responsibility of the Contractor. For the purposes of estimating hours it was assumed

that for the duration of the project, approximately 15 trips would be required at an average of 5 hrs each.

Task 4. Geotechnical Observation and Soils Testing

The LHIT Team shall provide a on-site soils technician during the completion of the excavation, over-excavation and embankment construction work for the project. In addition the soils technician shall test all utility trench backfill and subgrade for paving areas including both the parking and the bike paths. Environmental Monitoring and documentation of the soils is not included and will be performed by the JPA's environmental consultant.

This task shall also include consultation and review time for the Geotechnical Engineer to review existing site soil conditions if unexpected soils are encountered, develop remedial action recommendations for poor soils, review and final determination of timing for surcharge removal and general geotechnical consultation as necessary throughout the course of the project. A detailed more detailed scope for geotechnical testing follows this section.

Task 5. Materials and Other Testing

The LHIT Team shall provide observation and documentation for the installation of the Steel "H" Piling on the project. This shall include documentation of pile length installed, length of pile cut-off, verification of pile bearing, and review of pile hammer and other pile data for approval. Materials testing and Special Inspections for above grade bridge components is not included as that work will be covered under a separate contract and may be by others.

Task 6. Plan Revisions and Field Sketches

The LHIT Team shall prepare plan revisions and/or field sketches as required to address changes in the work due to changed conditions that may be encountered during the construction. This would include the necessary distribution of plan revisions or field sketches to the appropriate construction representatives.

Task 7. As-Constructed Plans

The LHIT Team shall prepare as-constructed plans based upon the red-lined mark-ups generated by the Contractor and Construction Management Team. The as-constructed plans shall be provided to the City as final Record Drawings for the Project.

DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS GEOTECHNICAL OBSERATION, SOIL AND MATERIAL TESTING

GENERAL

Olsson shall perform professional services as requested by Client pursuant to the conditions provided herein. These services will include construction observation and testing as those services are requested by Client or the Client's designated representative.

SCOPE OF SERVICES

The following scope is anticipated to be required for the project.

Pier Foundation – Steel 'H' Piles

- Verifying required 'H' Pile size
- Documentation of Pile lengths installed
- Documentation of Pile length cut-off
- Verify final Design Pile bearing

Soil required Testing and Inspection – Festival Area, Utilities

- Classification of material to be used as controlled fill – soil and aggregate
- Observation of soil subgrade prior to fill placement
- Testing of controlled fill placed within the festival area, pedestrian bridge and utility trenches, in-place density and moisture in accordance with the geotechnical investigation

Concrete required Testing and Inspection – Pavement

- Verification of required design mix delivered
- Field Testing – Slump, Air Entrainment, Temperature
- Cast set of 3 compressive strength specimens
 - (For bidding purposes the following assumptions have been made) One set of (3) 4"x8" cylinders cast for each days pour and an additional set when total yardage exceeds 200 cy
- Compressive strength testing – One test at 7 day and two at 28 days
- Verify grout compressive strength
 - (For bidding purposes the following assumptions have been made) Set of (3) 2"x2"x2" cube cast each morning and afternoon of each days installation

Project Management, Reporting, Review

- Olsson will prepare hand-written reports of each day's observations presenting the field test results and describing the progress and acceptability of the work and any required remedial action. Reports will be reviewed by our project manager and transmitted to the West Haymarket Infrastructure 'SharePoint' site.

**Appendix A
Total Project Fee
Parking Lot, Festival Space and Pedestrian Bridge Project
Final Grading - Construction Phase Services
JPA Project Numbers 870201**

Task No.	Task Description		Fee Estimate
1	Construction Administration/Shop Plan Review/ Meetings/Contractor Coordination & Construction Consultation/Observation by Construction Manager		\$341,219.50
2	Site Field Inspector		\$184,300.00
3	Survey		\$27,440.00
4	Geotechnical and Soils Testing		\$57,968.00
5	Materials and Other Testing		\$9,368.00
6	Plan Revisions and Field Sketches		\$37,296.00
7	As-Built Records		\$18,936.00
8	Not Used		\$0.00
9	Not Used		\$0.00
	Misc. Expenses		\$13,472.50
		Total Project Cost	\$690,000.00

PAY RATES (BASED ON HOURLY RATE SCHEDULE PER CLASSIFICATION)

Overhead Rate : 0%

Profit : 0%

Personnel		Total Hr.	Salary \$ Per Hr.	Labor Cost	Total Cost
Principal/Project Manager (JSO/TAL)	P/PM	438	\$190.00	\$83,220	\$83,220.00
Team Leader	TL	20	\$171.00	\$3,420	\$3,420.00
Contract Administrator	CA	1626	\$147.50	\$239,835	\$239,835.00
Senior Engineer	SE	160	\$164.00	\$26,240	\$26,240.00
Senior Project Engineer	SPE	0	\$149.50	\$0	\$0.00
Project Engineer	PE	244	\$127.00	\$30,988	\$30,988.00
Associate Engineer	AE	0	\$103.50	\$0	\$0.00
Assistant Engineer	ASE	0	\$89.00	\$0	\$0.00
Senior Field Representative	SFR	2016	\$97.00	\$195,552	\$195,552.00
Field Representative	FR	0	\$82.00	\$0	\$0.00
Senior Field Technician	SFT	400	\$74.00	\$29,600	\$29,600.00
Associate Field Technician	AFT	0	\$63.50	\$0	\$0.00
Field Technician	FT	0	\$52.25	\$0	\$0.00
Surveyor	SM	120	\$84.00	\$10,080	\$10,080.00
Survey Crew Member (CM)	SCM	120	\$57.50	\$6,900	\$6,900.00
Technical Manager	TM	80	\$125.00	\$10,000	\$10,000.00
Design Technician	DT	80	\$88.00	\$7,040	\$7,040.00
Senior Technician	ST	244	\$84.00	\$20,496	\$20,496.00
Technicain	Tech	0	\$76.75	\$0	\$0.00
Administrative Coordinator	AC	179	\$73.50	\$13,157	\$13,156.50
Administrative Assistant	AA	0	\$63.50	\$0	\$0.00
Expenses					\$13,472.50
		5727		\$676,528	\$690,000.00

TOTAL EXPENSES

Expenses	Amount	\$ Ea.	Cost
Design			
Vehicle (personal car)	190	\$ per day/veh. 10.00	\$1,900.00
Vehicle (company car)	190	\$ per day/veh. 20.00	\$3,800.00
Subconsultant		L.S.	
Half Size Plots for revisions/sketches (each)	5000	EA. 0.25	\$1,250.00
Half Size Plots for As-builts (each)	1000	EA. 0.25	\$250.00
Miscellaneous Allowance for Testing Expenses	1	L.S. 2500	\$2,500.00
Allowance for Field Office (if 901 Bldg. is removed)	1	L.S. 2500	\$2,500.00
Miscellaneous Expenses(Plots, Copies, Reports, etc.)	1	L.S. 1503.5	\$1,272.50
		Sub Total	\$13,472.50
Public Involvement Expenses			
		Total	\$13,472.50

MAN-HOUR ESTIMATE - PARKING LOT, FESTIVAL SPACE AND PEDESTRIAN BRIDGE PROJECT - FINAL GRADING CONSTRUCTION PHASE SERVICES

Task No.	Description of Work Items / Tasks	PPM	TL	CA	SE	SPE	PE	AE	ASE	SPH	PR	SFT	AFT	FT	SM	SCM	TM	DT	ST	1mh	AG	AA	Total Manhours	Total Labor Fee	Overhead 0.0075	Total (A+B)	Profit 0.20%	Total Fee (A+B+C)			
1	Construction Administration																														
	Pre-Construction Conference	8		10			4			4												4		30	\$4,185	\$0	\$4,185	\$0	\$4,185.00		
	General Construction Administration (5 hrs/day)	80		1000																				1080	\$162,700	\$0	\$162,700	\$0	\$162,700.00		
	Review Contractor Submittals (1 hr/week)	40		40																				80	\$13,500	\$0	\$13,500	\$0	\$13,500.00		
	Bi-weekly Pay Requests (4 hrs. ea.)	20		80																				100	\$15,600	\$0	\$15,600	\$0	\$15,600.00		
	Project Modifications	40		40			40																	120	\$18,980	\$0	\$18,980	\$0	\$18,980.00		
	Project Files (2 hrs/week)			75																		80		120	\$15,473	\$0	\$15,473	\$0	\$15,473.00		
	Davis Bacon Wage Documentation (1 hr/week)			40																				40	\$5,900	\$0	\$5,900	\$0	\$5,900.00		
	Document Interpretation & Clarification	24		24			40																	88	\$13,180	\$0	\$13,180	\$0	\$13,180.00		
	Progress Meetings (3hrs/week)	114		114																		115		343	\$46,928	\$0	\$46,928	\$0	\$46,928.00		
	Stakeholder Coordination (2.5hrs/week)	40		95																				135	\$21,513	\$0	\$21,513	\$0	\$21,513.00		
	Substantial Completion	8		32						8														48	\$7,016	\$0	\$7,016	\$0	\$7,016.00		
	Final Completion	8		20						8														36	\$5,246	\$0	\$5,246	\$0	\$5,246.00		
	Project Closeout and Assemble Field Record Drawings	8		40						40														88	\$11,300	\$0	\$11,300	\$0	\$11,300.00		
																														\$341,219.50	
2	Site Field Inspector for Construction Observation																														
	General Site Observation (10hrs/day, 5.5 Days/Week)									1900														1900	\$184,300	\$0	\$184,300	\$0	\$184,300.00		
																															\$184,300.00
3	Survey																														
	Field Verification Survey (20 - 6 hr trips)		20												120	120								340	\$27,440	\$0	\$27,440	\$0	\$27,440.00		
																															\$27,440.00
4	Geotechnical Observation & Soils Testing																														
	Excavation/Embankment Construction				16						240						40							296	\$25,384	\$0	\$25,384	\$0	\$25,384.00		
	Pavement Subgrade Testing				8						80					20							108	\$9,732	\$0	\$9,732	\$0	\$9,732.00			
	Utility Backfill and Pier Backfill				8						80					20							108	\$9,732	\$0	\$9,732	\$0	\$9,732.00			
	Geotechnical Consultation				80																		80	\$13,120	\$0	\$13,120	\$0	\$13,120.00			
																															\$57,968.00
5	Materials and Other Testing																														
	Steel H Piling Documentation				24					56														80	\$9,368	\$0	\$9,368	\$0	\$9,368.00		
																															\$9,368.00
6	Plan Revisions and Field Sketches																														
	Prepare Plan Revisions/Field Sketches (10)	40					120																	280	\$32,920	\$0	\$32,920	\$0	\$32,920.00		
	Distribute Plan Revisions/Field Sketches			16																				40	\$4,376	\$0	\$4,376	\$0	\$4,376.00		
																															\$37,296.00
7	As-Built Records																														
	Prepare As-Built documents	8			24		40																	172	\$18,936	\$0	\$18,936	\$0	\$18,936.00		
																								0	\$0	\$0	\$0	\$0	\$0	\$0.00	
																								0	\$0	\$0	\$0	\$0	\$0	\$0.00	
																								0	\$0	\$0	\$0	\$0	\$0	\$0.00	
																								0	\$0	\$0	\$0	\$0	\$0	\$0.00	
																															\$18,936.00
8	Not Used																														
																								0	\$0	\$0	\$0	\$0	\$0	\$0.00	
																								0	\$0	\$0	\$0	\$0	\$0	\$0.00	
																															\$0.00
9	Not Used																														
																								0	\$0	\$0	\$0	\$0	\$0	\$0.00	
																															\$0.00
																															\$0.00
																															\$0.00
																															\$0.00
																															\$0.00
																															\$0.00
																															\$0.00
																															\$0.00
																															\$0.00
																															\$0.00
																															\$0.00
																															\$0.00
																															\$0.00
																															\$0.00
																															\$0.00
																															\$0.00
																															\$0.00
																															\$0.00

Appendix B

Fee Deductions – Project Credits & Transfers

WEST HAYMARKET INFRASTRUCTURE

PROPOSED PROJECT CREDITS AND CONTRACT ADJUSTMENTS - AMENDMENT NO. 16

CREDITS					
LHIT Proj. No.	JPA Proj. No.	Project Description	Credit Amt.	Comment	
WH-1	870000	General Design and Coordination	\$50,000	Active. Due to project efficiencies since project inception.	
WH-2	870303	USPS Parking Lot Reconstruction	\$2,124	Complete. This will zero-out the project.	
WH-3	870304	10th and Salt Creek Roadway Improvements	\$7,927	Complete. This will zero-out the project.	
WH-6	870306	Traffic Analysis	\$7,520	Complete. This will zero-out the project.	
WH-8	870301	Charleston Bridge and Roadway Improvements	\$6,969	Complete. This will zero-out the project.	
WH-10	870305	Core Area Roadway and Utilities	\$150,000	Active. Due to project efficiencies through Const. phase.	
WH-17	870202	South Parking Garage (Deck No. 1)	\$57,900	Active. For deletion of ITS in garage - Task 7 in scope.	
WH-19&5	870703 & 302	Initial Site Prep./USPS Parking Lot CPS & N St. Paving	\$20,000	Active. Due to project efficiencies through construction phase. Some funds (\$8,300) are being retained for supplemental RR insurance for 2013 and for a \$4,500 transfer to the N St. Phase II paving project that ran long.	
TOTAL CREDITS - AMENDMENT NO. 16			\$302,440		
CONTRACT ADJUSTMENTS					
			Current Contract Amt.	Revised Contract Amt. w/Amend. 16	
WH-1	870000	General Design and Coordination	\$1,559,428	\$1,509,428	
WH-2	870303	USPS Parking Lot Reconstruction	\$99,366	\$97,242	
WH-3	870304	10th and Salt Creek Roadway Improvements	\$378,927	\$371,000	
WH-6	870306	Traffic Analysis	\$74,725	\$67,205	
WH-8	870301	Charleston Bridge and Roadway Improvements	\$224,582	\$217,613	
WH-10	870305	Core Area Roadway and Utilities	\$2,288,596	\$2,138,596	
WH-17	870202	South Parking Garage (Deck No. 1)	\$1,064,513	\$1,006,613	
WH-19	870703	Initial Site Prep./USPS Parking Lot Const. Services	\$605,564	\$581,064	
WH-5	870302	"M" and "N" Street Paving	\$549,326	\$553,826	For additional Const. Services of M&N St. Paving - Phase II due to delayed comp. of construction.
NET ADD - AMENDMENT 16					
		New work Festival Space/Ped. Bridge Construction Phase Services	\$690,000		
		Project Credits	\$302,440		
		Total - Amendment 16	\$387,560		

Appendix C
2013 Wage Adjustments

Amendment No. 16

West Haymarket Infrastructure Projects

Hourly Wage Adjustments for 2013 Calendar Year

In accordance Paragraph 3.A. of the Contract for Construction Design Services – Modification No. 1, executed on November 18, 2010, for engineering services to be performed by the Lincoln Haymarket Infrastructure Team (LHIT), a provision exists for hourly wage adjustments. The Engineer has the ability to increase hourly rates based upon annual changes in direct labor costs, up to the all Urban Consumer Price Index (CPI) per calendar year for all work that is completed after December 31, 2011.

For the 2013 calendar year, hourly rates shall be increased by up to 1.8% from the 2012 rates.


U.S. Bureau of Labor Statistics
Economic News Release**Table 4. Consumer Price Index for All Urban Consumers (CPI-U):
Selected areas, all items index****Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items
index, November 2012**

[1982-84=100, unless otherwise noted]

Area	Pricing Schedule ⁽¹⁾	Percent change to Nov. 2012 from:			Percent change to Oct. 2012 from:		
		Nov. 2011	Sep. 2012	Oct. 2012	Oct. 2011	Aug. 2012	Sep. 2012
U.S. city average	M	1.8	-0.5	-0.5	2.2	0.4	0.0
Region and area size⁽²⁾							
Northeast urban	M	1.8	-0.1	-0.2	1.9	0.5	0.1
Size A - More than 1,500,000	M	2.0	0.0	0.0	1.8	0.4	0.0
Size B/C - 50,000 to 1,500,000⁽³⁾	M	1.3	-0.4	-0.7	1.9	0.9	0.2
Midwest urban	M	1.8	-0.7	-0.4	2.2	0.0	-0.3
Size A - More than 1,500,000	M	1.7	-0.7	-0.4	2.1	0.1	-0.3
Size B/C - 50,000 to 1,500,000⁽³⁾	M	2.0	-0.7	-0.3	2.2	-0.3	-0.4
Size D - Nonmetropolitan (less than 50,000)	M	1.6	-0.8	-0.6	2.3	0.1	-0.2
South urban	M	1.6	-0.7	-0.5	2.1	0.3	-0.2
Size A - More than 1,500,000	M	1.6	-0.8	-0.5	2.2	0.2	-0.4
Size B/C - 50,000 to 1,500,000⁽³⁾	M	1.4	-0.6	-0.5	1.9	0.3	-0.1
Size D - Nonmetropolitan (less than 50,000)	M	2.1	-1.1	-0.6	2.7	0.2	-0.5
West urban	M	1.9	-0.4	-0.7	2.5	0.8	0.4
Size A - More than 1,500,000	M	2.1	-0.4	-0.9	2.8	1.0	0.5
Size B/C - 50,000 to 1,500,000⁽³⁾	M	1.4	-0.2	-0.4	1.6	0.6	0.2
Size classes							
A⁽⁴⁾	M	1.9	-0.5	-0.5	2.3	0.4	0.0
B/C⁽³⁾	M	1.5	-0.5	-0.5	1.9	0.4	-0.1
D	M	2.1	-0.8	-0.5	2.7	0.3	-0.3
Selected local areas⁽⁵⁾							
Chicago-Gary-Kenosha, IL-IN-WI	M	1.5	-0.5	-0.4	1.7	0.1	-0.2

RESOLUTION NO. WH- _____

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the attached Portable Basketball Floor Contract between Robbin Sports Surfaces and
4 the West Haymarket Joint Public Agency, for the procurement, delivery and setup of the portable
5 basketball floor and associated accessories for the Pinnacle Bank Arena for the sum of
6 \$107,160.42, is hereby approved and the Chairperson of the West Haymarket Joint Public Agency
7 Board of Representatives is hereby authorized to execute said Contract on behalf of the JPA.

8 The City Clerk is directed to return a fully executed copy of the Contract Agreement to
9 Greg Pierce, Robbin Sports Surfaces, 4777 Eastern Ave., Cincinnati, OH 45226.

10 Adopted this _____ day of January, 2013.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Chris Beutler, Chair

Tim Clare

Eugene Carroll

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)

PORTABLE BASKETBALL FLOOR CONTRACT

THIS JPA PORTABLE BASEKTBALL FLOOR CONTRACT (“Contract”) is made and entered into as of this ____ day of _____, 2013, by and between **ROBBIN SPORTS SURFACES**, hereinafter called “Provider,” and the **WEST HAYMARKET JOINT PUBLIC AGENCY**, hereinafter called “JPA.”

RECITALS

WHEREAS, JPA has caused to be prepared, in accordance with law, Portable Basketball Floor Specifications and other Contract Documents for the procurement, delivery and setup of the portable basketball floor herein described, including the associated storage carts, instruction and training, and has approved and adopted said documents and has caused to be published an Invitation to Bid advertisement for and in connection with the Contract.

WHEREAS, the Provider, in response to such advertisement, has submitted to the JPA, in the manner and in the time specified, a sealed Proposal Bid Form in accordance with the terms of said advertisement and the Portable Basketball Floor Specifications for a 60' x 120' floor.

WHEREAS, JPA, in the manner prescribed by law, has publicly advertised, opened, examined, and canvassed the Proposal Bid Forms submitted in response to such advertisement, and as a result of such canvass has determined and declared the Provider to be the lowest and best bidder for the furnishing of the 60' x 120' portable basketball floor and accessories for the sum of One Hundred Seven Thousand One Hundred Sixty and 52/100ths Dollars (\$107,160.42). Copies of the Bid Opportunity Detail, Invitation to Bid, the Portable Basketball Floor Specifications, Addendums 1 and 2 , Supplier’s letter dated November 16, 2012 as revised by Supplier Response dated December 3, 2012, Supplier’s ALL-STARPLUS® SPECIFICATIONS, and Supplier’s Standard Two Year Warranty (collectively "Bid Documents") are attached hereto as Exhibit A.

WHEREAS, JPA desires to engage Provider for the procurement, delivery and setup of the portable basketball floor on the terms and conditions herein provided.

WHEREAS, Provider hereby represents that Provider is willing and able to furnish the portable basketball floor and to perform the setup, instruction and training services in accordance with this Contract.

NOW, THEREFORE, in consideration of the above Recitals and the below mutual covenants and agreements the Parties hereto, the Provider and JPA do hereby agree as follows:

SCOPE OF SERVICES. The Provider shall procure, deliver and setup the 60' x 120' portable basketball floor as described in the Portable Basketball Floor Specifications prepared by the JPA and shall do everything required by this Contract including, but not limited to, Invitation to Bid Paragraphs E (Shipment), G (Use of Work Area), F (Security), and M (Cooperation, Construction and Interfacing with Other Contractors). Provider shall furnish all labor, materials, equipment, services, shipping, loading, packing and cleanup that is necessary for the Provider's performance of this Contract.

COMPENSATION. JPA agrees to pay to Provider for the procurement, delivery and setup of the portable basketball floor, storage carts, and Installation/Training the Total Pricing Amount of \$107,160.52 set forth in the Supplier Response and Provider agrees to accept said amount as full compensation therefor. Provider represents that the Total Pricing Amount includes Provider's payment for any and all royalties or costs arising from patents, trademarks, copyrights, and other similar intangible rights in any way involved with or related to the portable basketball floor or this Contract. Provider shall defend suits on claims for infringement or any patent, copyright, trademark or other intangible rights in any way related to this Contract.

TIME OF COMPLETION. The furnishing and ordering of the portable basketball floor under this Contract shall be commenced as soon as possible and said portable basketball floor shall be delivered no later than September 1, 2013. Failure to meet the terms of the Contract on or before the Completion Date may result in forfeiture of the performance bonds or deposit of any; shall be deemed a breach of this Contract.

INDEMNIFICATION. Provider agrees to defend, indemnify and hold harmless JPA to the same extent and under the same terms and conditions as required by the Indemnification and Insurance Requirements for All West Haymarket Joint Public Agency Contracts attached hereto as Exhibit B.

INSURANCE. Provider shall at all times during the term of this Contract purchase and maintain in place insurance coverage as required by the Indemnification and Insurance Requirements for All West Haymarket Joint Public Agency Contracts attached hereto as Exhibit B, except that the required commercial general liability coverage shall be reduced to \$1,000,000 per occurrence and \$2,000,000 aggregate. Provider agrees to provide all types of insurance required by the JPA. Provider will furnish coverages against any and all perils required by the JPA.

NON-RAIDING CLAUSE. Provider shall not engage the services of any person or persons presently in the employ of the JPA for work covered by this Contract without the written consent of the JPA.

TERMINATION OF CONTRACT.

A. This Contract may be terminated by the Provider if the JPA fails to adequately perform any material obligation required by this Contract ("Default"). Termination rights under this paragraph may be exercised only if the JPA fails to cure a Default within ten (10) calendar days after receiving written notice from the Provider specifying the nature of the Default.

B. The JPA may terminate this Contract, in whole or part, for any reason for the JPA's own convenience upon at least ten days written notice to the Provider.

If the Contract is terminated by either the JPA or Provider as provided in A or B above, Provider shall be paid for all services performed, and reimbursable expenses incurred, not to exceed the above-mentioned Contract amount, up until the date of termination.

Provider hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of termination.

FAIR EMPLOYMENT. In connection with the performance of work under this Contract, Provider agrees that it shall not discriminate against any employee or applicant for employment with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status in accordance with the requirements of Lincoln Municipal Code Chapter 11.08 and Neb. Rev. Stat. § 48-1122, as amended.

FAIR LABOR STANDARDS. The Provider shall maintain Fair Labor Standards in the performance of this Contract as required by Chapter 73, Nebraska Revised Statutes, as amended.

ASSIGNABILITY. The Provider shall not assign any interest in this Contract, delegate any duties or work required under this Contract, or transfer any interest in the same (whether by assignment or novation), without the prior written consent of the JPA thereto; provided, however, that claims for money due or to become due to the Provider from JPA under this Contract may be assigned without such approval, but notice of any such assignment shall be furnished promptly to the JPA.

INTEREST OF PROVIDER. Provider covenants that Provider presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Provider further covenants that in the performance of this Contract, no person having any such interest shall be employed or retained by Provider under this Contract.

INDEPENDENT CONTRACTOR. The JPA is interested only in the results produced by this Contract. Provider has sole and exclusive charge and control of the manner and means of performance. Provider shall perform as an independent contractor and it is expressly understood and agreed that Provider is not an employee of the JPA and is not entitled to any benefits to which JPA employees are entitled, including, but not limited to, overtime, retirement benefits, workmen's compensation benefits, sick leave and/or injury leave.

NEBRASKA LAW. This Contract shall be construed and interpreted according to the laws of the State of Nebraska.

INTEGRATION. This Contract represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Contract.

AMENDMENT. This Contract may be amended or modified only in writing signed by both the JPA and Provider.

SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

FEDERAL IMMIGRATION VERIFICATION.

A. If the Provider is a business entity or corporation, then in accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, the Provider 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 USC 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 Provider 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 Provider 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.

B. If the Provider is an individual or sole proprietor, the Provider agrees to complete the United States Citizenship Attestation Form as provided by the JPA and attach it to the Contract.

C. Public Benefits Eligibility Status Check. If the Provider is agreeing to determine eligibility for and provide a public benefit as public benefit is defined under Neb. Rev. Stat. §§ 4-108 through 4-114, the Provider agrees to have each applicant for public benefits attest that he or she is a U.S. citizen or qualified alien using the form attached. The Provider agrees to register and use the SAVE Program as required under Neb. Rev. Stat. §§4-108 through 4-114. If the applicant indicates he or she is an alien, the Provider shall verify the applicant's lawful presence in the United States as provided under the SAVE Program and retain all documentation and provide copies of such documentation at the JPA's request. For information on the SAVE program, go to www.uscis.gov/SAVE.

CONTRACT DOCUMENTS. The Contract Documents comprise the Contract and consist of the following, whether or not attached hereto:

1. Bid Documents – Exhibit A.
2. Indemnification and Insurance Requirements for all West Haymarket Joint Public Agency Contracts (approved March 2012) - Exhibit B.
3. Supply Bond – Exhibit C.

4. Other Non-Attached Contract Documents:
 - a. Sales Tax Exempt Forms (to be provided upon award of the Special Purchase).
 - i. Form of Nebraska Resale or Exempt Sales Certificate.
 - ii. Form of Purchasing Agent Appointment.

Note: Any portion of this project used for providing water service, such as pipe for water mains, are not tax exempt and are subject to sales and use tax.

Note: The remainder of this project, including items exclusively used for providing fire protection, such as fire hydrants, is exempt from sales and use tax.
 - b. Any Bid Documents and/or Bid Attachments listed in the Bid Opportunity Detail not attached as part of Exhibit A.

This Contract, together with the other Contract Documents herein above mentioned, form this Contract and they are as fully a part of the Contract as if hereto attached or herein repeated.

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

REPRESENTATIONS. Each party hereby certifies, represents and warrants to the other party that the execution of this Contract is duly authorized and constitutes a legal, valid and binding obligation of said party.

IN WITNESS WHEREOF, Provider and JPA do hereby execute this Contract as of the Execution Date set forth above.

PROVIDER:

ROBBIN SPORTS SURFACES

By: _____
 Title: _____

JPA:

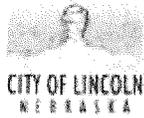
WEST HAYMARKET JOINT PUBLIC AGENCY

By: _____
 _____, Chairperson of the West Haymarket Joint Public Agency Board of Representatives

EXHIBIT A

Bid Documents

Approved by Law
1-3-2013



[Return to Login](#) • [Supplier Registration](#)

Bid Opportunity Detail

Bid Number 12-265 Addendum 2 (Portable Basketball Floor for Pinnacle Bank Arena (JPA))

Close Date & Time 12/3/2012 12:00:00 PM Central

Bid Duration 2 months 2 days

Bid Information

Bid Type Bid
Issue Date & Time 10/1/2012 11:48:21 AM Central
Close Date & Time 12/3/2012 12:00:00 PM Central
Bid Status Unsealed
Bid Notes Attached Addendum No. 2.

Contact Information

Contact Name Vince Mejer Purchasing Agent
Address Purchasing
 440 S. 8th St.
 Lincoln, NE 68516 USA
Department Purchasing
Floor/Room Suite 200
Contact Phone 1 (402) 441-8314
Contact Fax 1 (402) 441-6513
Contact Email vmejer@lincoln.ne.gov

Bid Documents

Document	Format	Description
Invitation Document	Adobe (PDF)	PDF Invitation to Bid
Bid Tabulation by Supplier Spreadsheet	Spreadsheet (XLS)	Bid Tabulation by Supplier Spreadsheet
Bid Tabulation by Line Item Spreadsheet	Spreadsheet (XLS)	Bid Tabulation by Line Item Spreadsheet

Bid Attachments

Location	File Name	Description
Header	12-265adv.pdf (7KB)	Notice to Bidders
Header	12-265.pdf (19KB)	Specifications
Header	Attach E - Schedule.pdf (2.17MB)	Attachment E - Arena Construction Schedule
Header	12-265 cont.pdf (24KB)	Sample contract
Header	12-265ad1.pdf (6KB)	Addendum No. 1
Header	12-265ad2.pdf (7KB)	Addendum No. 2
Header	Court_design.pdf (268KB)	Attachment C (per Addendum No. 2)

**Advertise 1 time
Monday, October 1, 2012**

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

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: **12:00 pm, Thursday, November 1, 2012** for providing the following:

**Portable Basketball Floor
Pinnacle Bank Arena
Joint Public Agency
Bid No. 12-265**

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

Upon e-mail notification of registration approval, you may go to the E-Bid site to respond to this bid. Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8314 or (402) 441-7410 or vmejer@lincoln.ne.gov

**PINNACLE BANK ARENA
LINCOLN, NE**

**PORTABLE BASKETBALL FLOOR
INVITATION FOR BID**

**SPECIFICATIONS
Bid No. 12-265**

1. SCOPE

- 1.1 The furnishing of a completely integrated portable sports floor system, including all locking components, softwood sleepers, subfloor sheeting, tongue and groove connectors, hard maple flooring, sanding, sealers and basic game lines.
- 1.2 The facility personnel responsible for the assembly and disassembly of the portable floor shall be instructed and trained by a quality factory representative.

2. REFERENCES

- 2.1 MFMA - Maple Flooring Manufacturers Association
- 2.2 FIBA - The International Basketball Federation

3. MANUFACTURER

- 3.1 Complete and full construction of the portable sports floor system including attachments of fasteners, subfloor components, flooring, sanding, sealing, game lines and finish shall be completed by floor manufacturer.
- 3.2 Manufacturer of flooring system must be ISO 9001:2000 Certified to assure quality control of materials provided.
- 3.3 Basis of design shall be "QuickLock" portable sports floor system as provided by Connor Sports Flooring Corporation. www.connorfloor.com (800-833-7144).
- 3.4 Materials or brands other than those listed must be submitted and approved by the Owner and University of Nebraska ten (10) days prior to bid due date by written addendum.
- 3.5 Materials from non-approved manufacturers not submitted and approved will not be accepted at bid time.

4. INSTALLATION AND TRAINING

- 4.1 Manufacturer shall provide at no cost to the owner, a qualified representative during the initial floor installation to instruct the owner's personnel on the proper assembly, disassembly, moving and storage of the floor.

5. SUBMITTALS

- 5.1 Specification - Submit manufacturers complete system specification sheets.
- 5.2 Sample for Initial Selection-Manufacturer's color charts showing colors and glosses available for the following:
 - 5.2.1 Floor finishes.
 - 5.2.2 Game-line and marker paint.
 - 5.2.3 Team Logo.
- 5.3 Samples for Verification - Submit type of flooring, game-line and marker paint, finish and accessories required - approximately 12 inches long and of same thickness and material indicated for the work.
- 5.4 Maintenance Literature - Upon completion of floor installation, provide "Assembly and Disassembly - Storage and Care" Guide to the owner or individuals in charge and responsible for the upkeep of the flooring system.
- 5.5 Submittals shall be sent so as to arrive prior to the due date of bid.

6. **WARRANTY**

- 6.1 The manufacturer is to warrant the floor system supplied will be free from manufacturing defects for a period of one (1) year.

7. **FLOORING**

- 7.1 25/32" x 2 1/4" - Second & Better Grade, Northern Hard Maple Flooring, TGEM, MFMA Grade marked and stamped as manufactured by "manufacturers name /city/state".
- 7.1.1 Flooring shall be laid in a straight parallel pattern.
- 7.2 SMARTWOODcm - Hard maple flooring shall be certified as harvested from managed forest.
- 7.3 Floor System Size
- 7.3.1 Floor system shall measure 60' x 120' consisting of 225 full (4' x 8") panels.
- 7.4 Subfloor
- 7.4.1 Subfloor shall be 7/16" oriented strand board.
- 7.5 Sleepers
- 7.5.1 Double layer nominal 1' x 4' Fir, Pine or Spruce softwood.
- 7.6 Resilient Pads
- 7.6.1 Connor (or approved manufacturer) 3/4" x 1 3/4" x 7/16" Rezill R4 SmartPads attached 12" on center with PowerGuard heavy-duty pad "z" encasement
- 7.7 Panel Connectors
- 7.7.1 Panels shall provide continuous 1/4" steel tongues with panel attachment holes provided.
- 7.7.2 Panels shall provide high-density polyethylene tapered grooves to mate with steel tongues of adjacent panels.
- 7.7.3 QuickLock pins shall be included for insertion into panel attachment holes as provided in overlapping tongue locations.
- 7.7.3.1 Inner panel connections shall not be visible after floor system assembly.
- 7.7.3.2 An extra 1,200 spare connector pins are required to be shipped with floor.
- 7.8 Floor Sanding and Finishing
- 7.8.1 Flooring shall be sanded with course, medium and fine paper to a smooth even and uniform surface.
- 7.8.2 Sanding dust shall be removed from floor surface by tack or vacuum.
- 7.8.3 Floor shall be inspected to insure surface is acceptable for finishing, free from sanding dust, perfectly clean.
- 7.8.4 Two coats of MFMA approved heavy-duty gymnasium seal shall be applied.
- 7.8.4.1 Two coats of MFMA approved heavy-duty gymnasium finish shall be applied.
- 7.8.4.2 Floor shall be buffed and cleaned between coats.
- 7.9 Game Lines, Logos and Markings
- 7.9.1 Game lines, logos and markings shall be applied between seal and first coat of finish.
- 7.9.2 All lines, logos and markings shall be provided as specified by Owner and University of Nebraska Lincoln.
- 7.9.3 Color of game lines, logos and markings shall match color reference as provided by Owner and University of Nebraska Lincoln.
- 7.9.4 Artwork layouts will be provided by Owner and University of Nebraska Lincoln.
- 7.9.5 Shop drawings should include artwork details for approval prior to fabrication.
- 7.9.5.1 Floor should be completely "cured" prior to shipping.
- 7.10 Storage Carts
- 7.10.1 Storage carts measure 4' x 7' shall be manufactured of heavy duty steel and include broad-based wheels.
- 7.10.2 One cart shall be provided for each row of panels. (Typically 15 carts for a standard floor size.)

8. COMPANY INFORMATION

- 8.1 Provide company history of Portable Basketball Floor Systems in the Arena industry, including acquisitions and any product changes as a result.
- 8.2 Provide information on five (5) recent projects of similar size or scope that have been completed by your company.
 - 8.2.1 Provide the project name and a client point of contact for each with name, title, address email and phone number.
- 8.3 Describe the firm's ability to support the schedule and delivery requirements.
- 8.4 Describe the firm's customer support program for resolution of warranty items.
- 8.5 This information can be supplied with the submittals.

9. PROJECT DESCRIPTION

- 9.1 Project Description and Construction Team:
 - 9.1.1 Owner: West Haymarket JPA (Joint Public Agency)
 - 9.1.2 Arena Operator: SMG
 - 9.1.3 JPA Program Manager: PC Sports
 - 9.1.4 Project Architect: DLR Group
 - 9.1.5 Contractor: Mortenson Construction
- 9.2 Project location:
 - Pinnacle Bank Arena
 - 600 R Street
 - Lincoln, NE 68508
- 9.3 Type of Construction:
 - 9.3.1 The project consist of a 16,000 seat arena of approximately five levels to include Event Level, Main Concourse, Premium Suite Level, Upper Concourse and the catwalk level.
 - 9.3.2 The attached garage is approximately 280 spaces and is a three-level precast structure.

10. CONTRACT

- 10.1 The Vendor contract will need to be approved by the JPA at a formal board meeting.
 - 10.1.1 A notice to proceed will follow the approval.

11. QUALIFICATIONS

- 11.1 All productions must include a one (1) year warranty free from any and all manufacturing defects
- 11.2 All submitters must state the location that the floor is manufactured, assemble or produced.
- 11.3 The manufacturer must have an established reputation in the line with the floor system proposed.
- 11.4 The manufacturer must list five (5) similar type facilities that have opened in the past three (3) years in which the proposed flooring system is currently in use.

12. SECURITY

- 12.1 Access will be restricted only to those having business on the site.
- 12.2 Further security of this Vendor's material, equipment, and plant must be provided by this Vendor.

13. SAFETY MEASURES

- 13.1 All persons must wear safety helmets, eye wear, appropriate gloves and comply with the arena contractor's safety requirements.
- 13.2 The Vendor is to comply with all applicable sections of governing federal, state and all local city authorities, unless otherwise specified.
- 13.3 In the event of conflict between any of the provisions of municipal by-laws, state acts or federal codes, the most restrictive shall apply.

14. USE OF WORK AREA

- 14.1 Delivery of supplies, equipment and/or materials to the site shall be along routes designated by the Arena Contractor or his representative.
- 14.2 The Vendor must obtain prior approval from the Owner or his representative of areas proposed for temporary storage, stockpiling, equipment, maintenance or operations.
- 14.3 Working areas shall be chosen by the Owner or his representative in cooperation with the Arena Contractor.
- 14.4 The Vendor shall be responsible for repairing, at no cost to the Owner, all damages caused by the work of the Contract.

15. DISCREPANCIES AND OMISSIONS

- 15.1 Vendor finding discrepancies in, or omissions from the specifications or other documents, or having any doubt as to meaning or intent of any part thereof, shall at once notify the JPA's Purchasing Agent in writing, he will send written instructions in the form of an Addendum.
- 15.2 Direct inquiries to:
Vince M. Mejer
440 S. 8th Street, Suite 200
Fax: 402.441.6513
vmejer@lincoln.ne.gov

16. ORAL INSTRUCTIONS

- 16.1 Proposals shall not contain any recapitulation of work to be done.
- 16.2 No oral or telephonic proposals or modifications will be considered.
- 16.3 Neither the Owner nor the JPA Program Manager shall be responsible for oral instructions.

17. ERRORS IN BIDS

- 17.1 Owner will not entertain requests for gratuitous payments arising from errors alleged to have been made in Bid that he has accepted.

18. DIRECTIONS

- 18.1 Completely fill in all blank spaces in Exhibit "B"
- 18.2 State in numbers.
- 18.3 Completed pricing shall be without interlineations, alterations or erasures.

19. ALTERNATIVE, SEPARATE AND ITEMIZED PRICES

- 19.1 Where separate and itemized prices are requested, it is agreed that such prices may be accepted at any time within a period of ninety (90) days after closing date for prices.

20. CO-OPERATION, CONSTRUCTION AND INTERFACING WITH OTHER CONTRACTORS

- 20.1 Insure that all trades co-operate with each other to insure that work will be carried out expeditiously and will be satisfactory in all respects at completion.
- 20.2 Insure that all examine the Plans and Specifications covering the work of all other sections.
- 20.3 This Vendor shall coordinate his work with the work of other Contractors at the site and shall not commit or permit any act which will interfere with the performance of the work of other Contractors.
 - 20.3.1 Where this Vendor's work adjoins that of other Contractors, he shall confer with them as required and so arrange his work that there shall be no discrepancies when the whole work is completed.
 - 20.3.2 If this Vendor fails to cooperate with or coordinate his work with the work of other contractors, he shall not make any claim founded on delays which have resulted from such failure and he shall save the Owner harmless from all claims made by other Contractors which are founded on delays caused by such failure.
- 20.4 If any part of the work depends on its proper execution or results upon the work of other contractors, this Vendor shall report promptly advise the Owner in writing any defects in the work of such other Contractors that interfere with the proper execution of the work.

- 20.5 Should the Vendor fail to inspect and report, he shall have no claim against the Owner by reason of defective or unfinished work of any other Contractor except as to latent defects no reasonably observable at the time of the commencement of the Vendor's work.
- 20.6 The Vendor shall be responsible for any and all damages caused by his or her negligence or failure to coordinate his work with that of other Contractors and any additional expenses arising therefrom.
- 20.7 There may be other Contractors or forces of the Owner working in the same area where work under this Contract will be performed.
 - 20.7.1 The Owner or his designated representative will use his or her best efforts to assist with coordination of work of all Contractors so as to minimize interference with or suspension of work of any other Contractor.
 - 20.7.2 These coordination efforts shall be consistent with orderly and expeditious performance and completion of the project as a whole.
- 20.8 The Vendor must anticipate that this work may be interfered with or suspended from time to time on account of concurrent performance of the work by other contractors.
 - 20.8.1 This Contractor shall, if requested by the Owner or his designated representative, arrange his work under the Contract with the work being performed by other Contractors.
 - 20.8.2 Furthermore, the Owner or his designated representative may direct that certain facilities be used mutually by the Contractor and other persons.
- 20.9 Prior to the commencement of the work, the Vendor accompanied by the Owner or his designated representative, shall inspect all previous works executed by other trades and shall report his approval promptly in writing.
- 20.10 If any part of the work executed is unsatisfactory, this Vendor shall so report in writing to the Owner or his designated representative prior to the commencement of his work.
- 20.11 If the necessity for corrective work is established, the Owner or his designated representative will proceed with these corrections.
- 20.12 Should the Vendor fail so to inspect and report as mentioned above, he will become responsible for all uncorrected works executed by other trades, and he shall have no claim against the Owner by reason of defective or unfinished work of any other Contractor, and he shall correct the work as required at this own expense.
- 20.13 All Scope of Work for this Package will need to be coordinated with the main arena contractor's schedule (Mortenson).
 - 20.13.1 This will be done in more detail once a Vendor is selected and delivery/install timelines are established.
 - 20.13.2 Refer to Attachment "E" for the current Arena Construction Schedule.

21. SUBCONTRACTORS

- 21.1 Bidders shall list the names of any Subcontractor upon whose proposals this bid is based.
- 21.2 We recognize that the list of Subcontractors shall be considered in the selection of the successful bidder.
- 21.3 Bids will not be accepted unless accompanied by a complete list of Subcontractors and that no names either of Subcontractors, Contractor or "Own Forces" may be changed after submission of bid, unless good and sufficient cause is submitted in writing and written approval received from the Owner and Consultant.
- 21.4 The list of Subcontractors shall be attached to the Response Attachments section of the E-bid system.

Addendum #1
Portable Basketball Floor
Pinnacle Bank Arena
Joint Public Agency
Bid No. 12-265

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

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

The closing date of this bid has been extended to Monday, December 3, 2012.

All other terms and conditions shall remain unchanged.

Dated this 2nd day of October, 2012.

Vince M. Mejer
Purchasing Agent

**Addendum #2
Portable Basketball Floor
Pinnacle Bank Arena
Joint Public Agency
Bid No. 12-265**

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

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

Under section 5 Submittals 5.2.3 add /Other Logos

Under section 5 Submittals add the following:

5.2.4 Floor Borders/Graphics Layout see Attachment "C"

Under section 7 Delete item 7.2 in it's entirety.

Delete item 7.3.1 in it's entirety and insert in it's place the following:

7.3.1 The floor system shall measure 60' x 120'.

7.3.1.1 Provide full size and quantity of panels for the floor system.

Add the following: Section 22

22. ADA RAMPS

22.1 Successful contractor shall provide ADA ramps at both ends of the Basketball Floor.

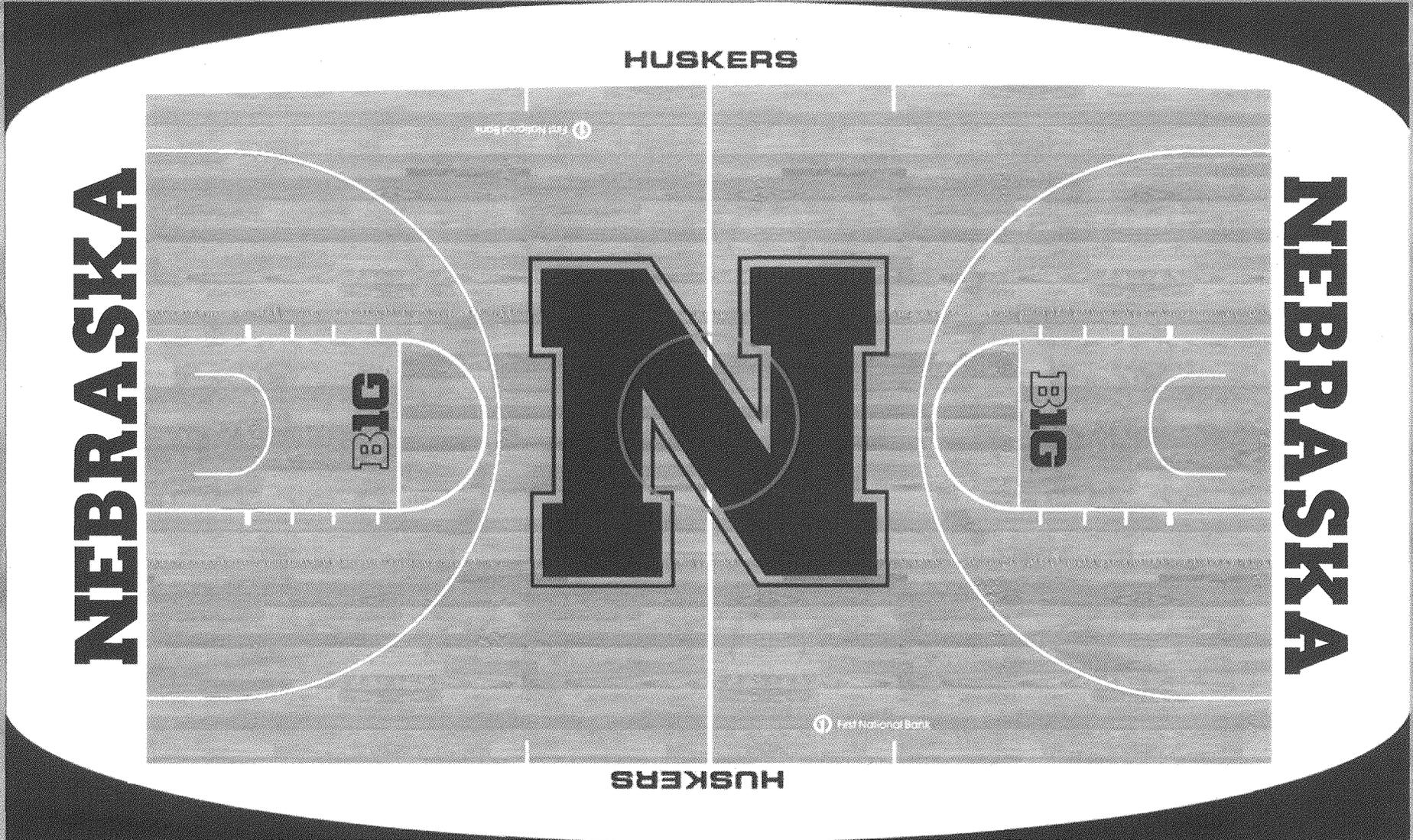
We have added a fourth line item to the proposal page to include a lump sum for the addition of ADA Ramps at each end of floor.

All other terms and conditions shall remain unchanged.

Dated this 25th day of October, 2012.

Vince M. Mejer
Purchasing Agent

PINNACLE BANK ARENA
LINCOLN, NE



PORTABLE BASKETBALL FLOOR
GRAPHIC LAYOUT
ATTACHMENT "C"

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Deb Winkler Systems Administrator	Address	Purchasing 440 S. 8th St. Lincoln, NE 68516	Address
Email	dwinkler@lincoln.ne.gov	Contact	Vince Mejer Purchasing Agent	Contact
Phone	1 (402) 441-7410			
Fax	1 (402) 441-6513			
Bid Number	12-265 Addendum 2	Department	Purchasing	Department
Title	Portable Basketball Floor for Pinnacle Bank Arena (JPA)	Building		Building
Bid Type	Bid		Suite 200	Floor/Room
Issue Date	10/01/2012	Floor/Room		Telephone
Close Date	12/3/2012 12:00:00 PM CST	Telephone	1 (402) 441-8314	Fax
Need by Date		Fax	1 (402) 441-6513	Email
		Email	vmejer@lincoln.ne.gov	

Supplier Information

Company Robbins Sports Surfaces
 Address 4777 Eastern Ave

 Cincinnati, OH 45226
 Contact Greg Pierce
 Department
 Building
 Floor/Room
 Telephone 1 (513) 871-8988
 Fax 1 (513) 871-7998
 Email gpierce@robbinsfloor.com
 Submitted 12/3/2012 10:52:52 AM CST
 Total \$107,160.52

Signature _____

Supplier Notes _____

Bid Notes _____

Attached Addendum No. 2.

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Specifications	I acknowledge reading and understanding the specifications and attachments.	Yes
4	Performance Bonds	I acknowledge that a Performance Bond in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job.	Yes
5	Tax Exempt Certificate Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby Water projects are taxable.)	Yes
6	Subcont.	I have attached my list of Subcontractors as requested in the Specifications.	Yes
7	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
8	Contact	Name of person submitting this bid:	Gregory A. Pierce
9	Electronic Signature	Please check here for your electronic signature.	Yes
10	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: Attached Addendum No. 1 - Extending bid closing date.	Yes
11	Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: Attached Addendum No. 2.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	Portable Sports Floor System	\$97,560.52
Item Notes:				
Supplier Notes: Robbins All-Star Plus is the product being bid. Please see attached specifications.				
2	1	Lump Sum	Storage Carts	\$3,750.00
Item Notes:				
Supplier Notes: 15 carts @ \$250 each				
3	1	Lump Sum	Installation/Training	\$0.00
Item Notes:				
Supplier Notes: A Robbins Rep is included at no charge for owner personnel training during the initial installation				
4	1	Lump Sum	ADA Ramps	\$5,850.00
Item Notes:				
Supplier Notes:				
Response Total:				\$107,160.52

Robbins, Inc.
4777 Eastern Avenue
Cincinnati, OH 45226-2339
Tel: 513-871-8988
Fax: 513-871-7998



Greg Pierce
Portables Sales Manager
gpierce@robbinsfloor.com

Nov 16, 2012

City of Lincoln
Purchasing Division
440 S. 8th Street
Lincoln, NE 68508

Re: Pinnacle Bank Arena Portable Floor Proposal

To whom it concerns,

Robbins is proud to present this proposal.

Robbins "All-Star[®] Plus" Portable Basketball Floor

The All-Star Plus is designed to withstand the rigors of a multi-use facility and provide excellent athletic performance for today's elite athletes. The All-Star Plus will provide many years of service and is the most widely used floor in the NBA. Please feel free to contact our references for information regarding their experience with Robbins Sports Surfaces.

112' x 60' Robbins "All-Star Plus" Basketball Floor including:

- MFMA 25/32" thick x 2 1/4" face width, Second & Better Grade, Northern Hard Maple
- Premium Continuous Strip[®] XL Maple with expansion pressure ridge technology to minimize or eliminate additional expansion rows
- Hidden Drop Pin Lock System
- Robbins premium Bio-Guard and Bio-Cushion pads (no upgrade required)
- Zip Configuration (Start setup with center row of flooring)
- Floor sanded, painted and finished in our climate controlled finishing facility with your custom graphics
- Two (2) 4' x 4' Plywood Ramps for mounting portable backstops
- (Please review specifications)

Basketball Floor Price: \$97,560.52

Tax: (not applicable, see explanation)

Freight (FOB Destination): Included

Total: \$97,560.52

Accessories:

Storage Carts (Optional): \$250 each – Fifteen (15) recommended for this size floor. \$3,750.00

Ramps (Optional): Thirty (30) ramps are need to cover both ends per the bid request. \$5,850.00

Prices are good for an order placed within 30 days.

The bid states the JPA is tax exempt, so tax is not included.

Terms: Net 30 Days

Price Includes:

1. Tool Kit
2. Technical Services: A Robbins representative will be on site for one day of training the owners' personnel for the initial installation of the All-Star Plus portable floor. The facility will be required to provide a crew (minimum of eight (8) people) to be directed in assembly, disassembly and storage of the floor.
3. Two Year Industry Standard Warranty

Delivery and Unloading: The facility will be responsible to provide a forklift and labor to unload the floor from the delivery truck and place floor in the area where it is to be assembled

The 120' x 60' portable being proposed consists of 217 – 4' x 8' sections at an estimated weight of 185 lbs each 16 – 4' x 4' panels at an estimated weight of 92 lbs each.

For any questions regarding this proposal please contact Greg Pierce @ 800/543-1913 x5990 or gpierce@robbinsfloor.com.

Only Robbins can provide the Pinnacle Bank Arena with the professional floor and service it deserves. Purchasing a portable floor and getting it right is a very detailed process. Robbins has the systems in place to ensure a happy and satisfied customer, from our professional staff to paint color matching and final court production...Robbins gets it right!

Thank you for considering Robbins.

Sincerely,

Greg Pierce
Portable Sales Manager
Robbins Sports Surfaces
Ph: 513/619-5990

ROBBINS PORTABLE ALL-STAR ZIP-FLOOR SET UP (60'x120')

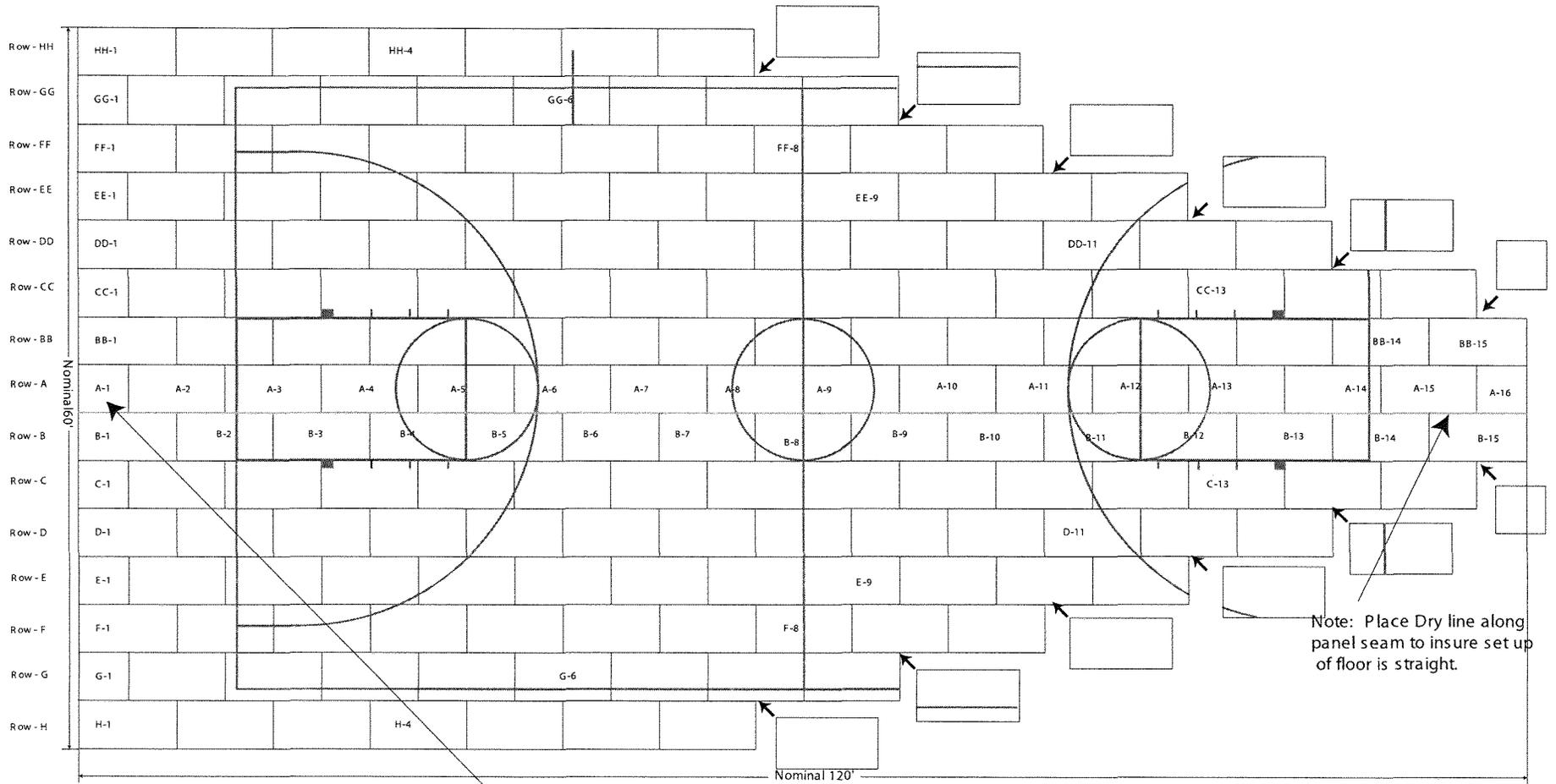


EXHIBIT A TO CONTRACT AGREEMENT



Starting Panel



Rick R. Peo

From: gpierce@robbinsfloor.com
Sent: Wednesday, January 02, 2013 2:26 PM
To: Paula Yancey
Cc: Canda; Rick R. Peo
Subject: Re: Floor Bid

Hi Paula,

That was my mistake, yes the floor bid is 120' x 60'

Thanks!!!

Greg Pierce
Robbins Sports Surfaces
Portables Sales Manager
Ph: 513/619-5990
Cell: 513/509-6543
Fax: 513/619-6090
IAVM Allied Member

From: Paula Yancey <Paula@projectcontrol.com>
To: "gpierce@robbinsfloor.com" <gpierce@robbinsfloor.com>,
Canda <canda@projectcontrol.com>, "Rick Peo (rpeo@lincoln.ne.gov)" <rpeo@lincoln.ne.gov>
Date: 01/02/2013 03:02 PM
Subject: Floor Bid

Greg,

We are trying to finalize your contract for the portable Basketball Floor for Lincoln NE. There is some confusion from a letter response dated 11/16/12 and one dated 12/3/12. One references a 60x112 floor and one references a 60x120 floor. I want to confirm that we are receiving the 60x120 floor for the bid price of \$107,160.52. Can you please confirm?

Thanks,

Paula Yancey

President

PC Sports

311 N. 8th Street, Suite 102

Lincoln, NE 68508

402-477-0487 office

210-601-3053 cell

paula@projectcontrol.com

www.pcsports1.com



4777 Eastern Avenue / Cincinnati, OH 45226 / 513-871-8988 / Fax 513-871-7998

PORTABLE BASKETBALL FLOOR ALL-STARPLUS® SPECIFICATION

1. GENERAL SPECIFICATIONS

- A. Furnish a portable basketball floor of 2nd grade hard maple wood. This portable floor shall be constructed of sectional panels and when assembled shall provide a floor surface of 60' wide x 112' long. Floor can be fabricated in standard straight lay pattern or Boston Square™ pattern.
Option: 120' x 60' (Boston Square™ pattern is at an additional charge)
- B. Each sectional panel shall be constructed of 2 1/4" hard maple interlocking strips on top of OSB subflooring, and a substructure of engineered laminated sleepers with Bio-Guard protective housing and Bio-Cushion pads.
- C. Sectional panels shall be completely portable providing quick and easy assembly and disassembly by two or four person crew.
Optional: "ZIP" Configuration – See Detailed Specifications Page 2
- D. Sectional panels shall interlock to form the complete floor assembly, and interlocking system shall prevent vertical movement of the individual sectional panels.
- E. Interlocking system shall be completely concealed after portable floor is assembled.
- F. All structural members of the portable floor shall be treated to provide moisture, insect and fungus protection.
- G. Cushioning Devices
1. Bio-Guards--Protective housing for the cushioning pad (Bio-Cushion Pads)--a two piece protective housing capsule designed to protect the cushioning devices from damage during movement and transport of the floor while allowing total freedom of movement during use.
 2. Bio-Cushion Pad--3/4" thick conical shaped resilient shock absorbing pads formulated of EPDM rubber.
 3. Attachment Anchor--3/4" screw for securing Bio-Guards to 2"x3" sleepers.
 4. Stop Blocks--3/4" thick stops shall be positioned between sleepers to bear load of panels while in stacked position.
- H. Surface Appearance (OPTION: Available on a regional basis)
- a. Expansion spaces will not exceed 1/64" (0.4mm) at time of installation and will be spread evenly across the floor with each row of flooring.
 - b. Additional expansion spacing may be installed to allow for normal expected increases in Equilibrium Wood Moisture Content (EMC).
- I. All work involving sanding, finishing, striping, color coating and owner's logo/design shall be completed in the manufacturer's plant. (Complete logo specifications, floor layout and colors required from owner.)
- J. Sufficient quantity of storage trucks shall be provided for rapid removal and handling of portable floor to and from the storage area. Fifteen carts are recommended for a 112' x 60' floor. Note: These trucks are optional and at an additional charge.
- K. The services of a competent working superintendent serving as the manufacturer's representative shall be provided during the actual installation and initial setup to instruct all personnel in all aspects of installation, removal, handling, storage and maintenance of the portable basketball floor. Detailed drawings and written installation instructions shall also be furnished by the manufacturer.

- L. The manufacturer shall guarantee all items of this portable basketball floor against defects in materials and workmanship for a period of one (1) year. The manufacturer shall correct any such defects within the guarantee without cost to the owner. Damages caused to said portable basketball floor by the owner during this period, as well as reasonable wear and tear, shall not be covered by this warranty.
- M. Manufacturer shall provide written evidence of installation of this portable basketball floor currently in use by ten (10) NCAA Division 1 men's basketball teams and eight (8) National Basketball Association professional basketball teams. Installation shall have taken place within the immediate past ten (10) years. This information shall be submitted with this bid.
- N. Freight charges shall be prepaid by the supplier and shall be included in this bid. Bid price shall be F.O.B. destination.
- O. Bidder must provide evidence of any deviation from these specifications including detailed drawings and statements itemizing where products deviate from or exceed these specifications. This data shall be provided with bid.
- P. Portable floors are built to exact tolerances and are designed to be installed on a clean, dry and level concrete slab with no more variation than +/- 1/8" in a 10' radius. If the owners' concrete slab has variations beyond what is recommended, the owner will experience difficulties with panel fit and non-uniformity of the playing surface. The manufacturer is not responsible for panel fit and performance problems due to non-level substrate.

2. DETAILED SPECIFICATIONS

- A. Floor Size:
 - The overall size of this portable floor shall be 60' wide by 112' long.
 - Option: 120' x 60'
- B. Fabrication:
 - 1. Fabrication shall consist of the construction of the series of panels described above, each with a 25/32" thick by 2 1/4" wide 2nd grade hard maple kiln dried, tongue and groove, end Matched strip flooring, laid over a substructure composed of nominal 2" x 3", engineered Laminated sleepers, kiln dried, set horizontally 12" on center.
 - (Option: 1st or 3rd grade maple)
 - a) Option: FSC™ certified by Smartwood™, sustainably harvested strip maple flooring with the above dimensions available upon request at an additional charge.
 - 2. On top of the framing members and directly underneath the hardwood playing surface a 16/32" thick Oriented strand Board (OSB) subflooring shall be nailed to each, bearing not over 6" on center. One side and one end of the plywood subflooring shall project 1/2" to form a continuous tongue and groove interlock with adjacent sections.
 - 3. The projecting tongues shall be metal clad to prevent edge damage and to facilitate sliding of the panels into final position. Metal grooves on alternate edges shall also be provided. The panel to panel interlock system is considered to be an integral component in assembling this floor. Metal to metal connectors are required. **Wood to wood connectors are not acceptable.**
 - 4. All panels to be fitted with resiliency package.
 - a. Position and attach Bio-Guards.
 - b. Assemble Bio-Cushion Pad and Bio-Guard capsules.
 - c. Attach stop blocks.
 - 5. The maple flooring shall be laid with the strips running parallel to the length of each panel, and nailed through the plywood subflooring and into each framing member underneath with coated 2", 15 guage staples or equivalent nailing cleats. The individual strips shall be slightly spaced to compensate for future expansion.
 - 6. Prior to shipment all of the panels shall be trued and squared and brought to uniform dimensions.

7. **"ZIP" Configuration:** Floor will be installed starting with the center row of flooring "A" Row and continuing the installation in both directions, i.e. right and left sides.
(See attached drawing)

C. **Concealed Locking System:**

The end and center framing members of each panel shall be fitted with a concealed locking system which interlocks each panel in the floor assembly. This concealed locking system shall consist of interlocking angles and single 3/8" diameter drop pins, except for the starting and closing rows which are laterally bolted with concealed speed bolts.

Each panel shall interlock with the adjacent panel's sides and ends to form the complete assembly and to prevent horizontal movement of the individual sections.

The outer edge of the longitudinal and end sections shall be secured together with 3/8" diameter concealed bolts.

D. **Moisture, Insect, and Fungus Protection:**

All structural members shall be treated for moisture and termite protection.

On completion of shop fabricating and prior to shipment, the underside of the plywood subflooring shall be given a heavy coating of pigmented moisture repellent resin paint with toxic additive to control moisture absorption and prevent attack by termites and fungi.

E. **Sanding and Finishing:**

The sanding, finishing and striping shall be completed in the manufacturer's plant.

The sanding process shall include traversing the surface at 45 degrees in both directions with 36 grit sandpaper, then straightened up with the same grit of sandpaper. This shall be followed by a straight cut with 60 grit sandpaper, and finished off with a final cut using 100 grit sandpaper. After sanding, the floor surface shall be vacuumed and tacked thoroughly clean before finishing and striping is done.

All finishing and striping shall be done with extreme care and all products shall be applied uniformly and without laps.

The sealer coat shall be a polyurethane applied at a coverage of approximately 300 square feet per gallon. After the sealer coat has dried, it shall be buffed down with a 150 grit screen and the floor surface thoroughly cleaned. Then another coat of sealer shall be applied and allowed to dry thoroughly. This coat shall also be screened with a 150 grit screen, vacuumed and tacked clean. Thereafter, the playing lines for one regulation size intercollegiate basketball court shall be striped on the floor surface, using an enamel paint. Additional markings consisting of logos, lettering and color coatings shall be included and specified at time of bid award. Additional NBA gameline markings are optional if specified.

When dry, the succeeding finish coats shall then be applied. The finish coats shall consist of two (2) coats of a polyurethane gym floor finish, applied at a coverage of approximately 500 square feet per gallon.

The use of tape or decals may harm finish.

F. **Installation and Initial Setup:**

Any adjustments which become necessary during the initial setup shall be made by the manufacturer's representative.

G. Storage Trucks:

Each storage truck shall be 48" wide by 96" long in dimension. Each truck shall have two (2) 6" x 2" swivel casters, and two (2) 6" x 2" rigid casters with roller bearings rated for 3,000 pound capacity weight loads, plus safety factor. Each truck shall be a flat bedded truck constructed of the frame, cross supports, and caster bolsters all of 2" x 2" x 3/16" steel angles with flanges turned down.

Portables Department

Robbins, Inc.
4777 Eastern Ave.
Cincinnati, OH 45226-2339
Tel: 513-871-8988
Fax: 513-871-7998

Standard Two Year Warranty

- A. Warranty shall not cover damage caused in whole or in part by casualty, ordinary wear and tear, abuse, use for which it is not designed, faulty construction of the building, settlement of the building walls, failure of the other contractors to adhere to specifications, separation of the concrete slab and excessive dryness or excessive moisture from humidity, spillage, migration through concrete slab or wall, or any other source.
- B. Robbins Inc. hereby warrants the Cincinnati All-Star portable playing floor to be free from manufacturing defects for a period of two (2) years. This warranty is in lieu of all other warranties, expressed or implied, including but not limited to any warranty or merchantability of fitness for a particular purpose, and of any other obligations on the part of Robbins. In the event of breach of any warranty, the liability of Robbins shall be limited to repairing or replacing the All-Star portable playing floor supplied by Robbins and proven to be defective in manufacture, and shall not include any other damages either direct or consequential.
- C. Warranty shall become void if a scrubbing machine or excess water is used to clean the floor surface. Decals may damage floor finish and are not recommended or covered under warranty.
- D. Warranty shall become void if floor is damaged as the result of use on a concrete slab with variations in excess of 1/8" in a 10' radius.

If an on-site warranty inspection is requested by a customer and no manufacturing defect is found during inspection, it shall be the responsibility of the customer to pay the travel expenses of the Robbins technical inspector.

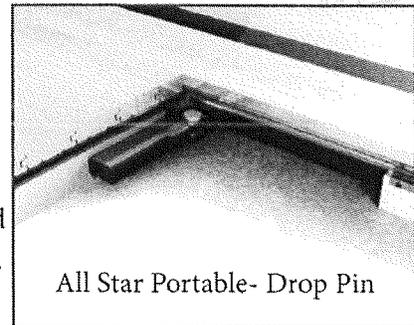
All-Star™ Portable Basketball Floors



WHERE NBA CHAMPIONS ARE MADE

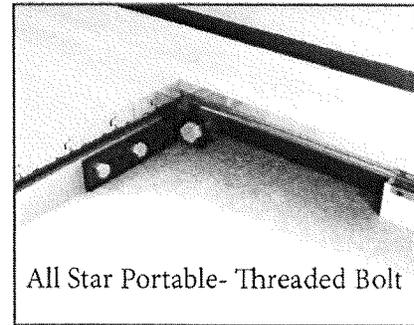
NBA arena operators can choose any floor in the world. They choose Robbins All-Star portable basketball floors more than any other.

Designed to meet the needs of any arena or civic center, the All-Star portable basketball floor will provide years of consistent performance. Robbins All-Star portables can be found in top arenas such as Banker's Life Fieldhouse, Amway Center and the Staples Center. The All-Star portable is designed to withstand the rigors of frequent changeovers that would damage lesser floors. The All-Star is available with many options to meet the needs of the most demanding facility manager. All Robbins portables are available sanded, painted, and finished to our high standards using computer aided graphics and design.

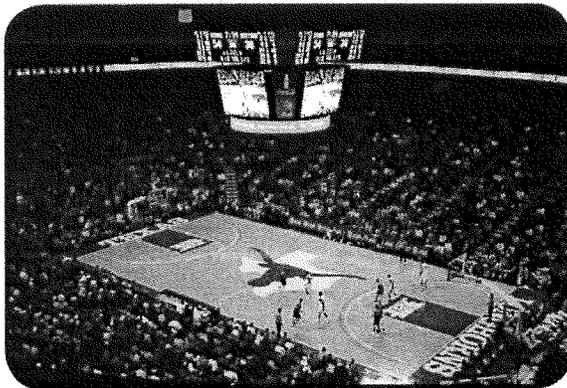


All Star Portable- Drop Pin

Unique optional features of All-Star portables include the Zip option that allows two crews to work simultaneously during set-up or take down. This is a favorite feature in facilities where time is critical during changeovers. Also available is our All-Star Plus option which adds our Bio-Pad and Bio-Guard protective housing to the underside of the panels. The All-Star Plus is the choice of the NBA and top NCAA programs where athlete safety, comfort and performance are top priorities. Contact our portables staff and let us help you design the portable floor to meet the needs of your facility.



All Star Portable- Threaded Bolt



University of Texas at Austin

All-Star Portables are not just for arena use. Contact Robbins and let us develop a custom solution for your private basketball or volleyball facility. Portable floors are also a great solution for leased facilities or multi configuration spaces where permanent floors are not an option.



robbinsfloor.com | 1.800.543.1913

Robbins, Inc. | 4777 Eastern Avenue | Cincinnati, OH 45226

EXHIBIT A TO CONTRACT AGREEMENT

MAPLE FLOORING SYSTEMS

All-Star™ Portable Basketball Floors



Product Specifications

Standard Dimensions:

- 112' X 60' (34.14m X 18.29m)
- 120' X 60' (36.59m X 18.29m)
- 112' X 64' (34.14m X 19.51m) for international competition
- Custom Dimensions Available

Height:

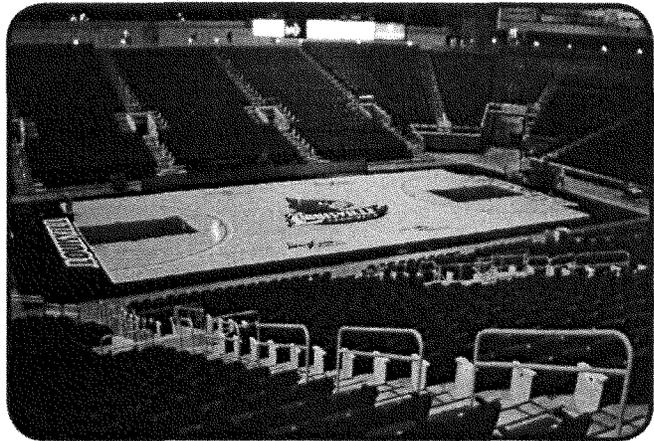
- 2 3/4" (69.9mm) with 25/32" maple
- 3 1/2" (88.9mm) with resilient package and 25/32" maple

Available Options:

- All-Star Plus - resilient package for best athletic performance
- ZIP configuration for faster changeovers
- Boston Square® Pattern
- FSC® Certified Maple



Orlando Magic- Amway Center



Louisville Cardinals- KFC YUM! Center

Accessories:

- Ramps - ADA and non-ADA
- Storage carts
- Spare parts and set-up tools

Other Products and Services:

- Refurbishment Services - update your graphics and repair damaged components
- Used tournament floors and rental floors

Reference Facilities

Charlotte Bobcats

LA Lakers

Orlando Magic

Houston Rockets

University of Kentucky

Texas A&M

Kansas State University

Cleveland Cavaliers

Miami Heat

New York Knicks

New Jersey Nets

University of Southern CA

Florida State University

Indiana State University



robbinsfloor.com | 1.800.543.1913

Robbins, Inc. | 4777 Eastern Avenue | Cincinnati, OH 45226

EXHIBIT A TO CONTRACT AGREEMENT

All Rights Reserved. © 2012 Robbins, Inc. ASP201206

PORTABLE RAMPS

FROM

Robbins
SPORTS SURFACES®



Portable Floor Ramps:

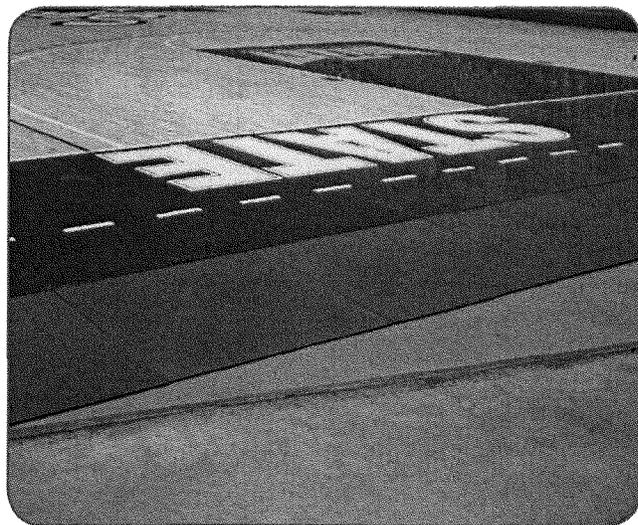
Made from patented process

Don't slide!

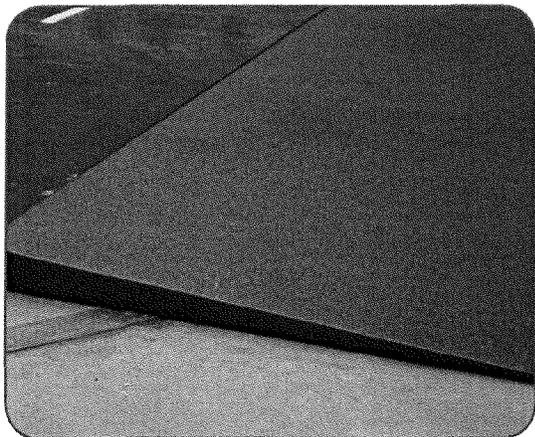
100% Solid construction

Easy to use and easy to store

Lightweight and portable



Ramp in use at Indiana State University (weighs approx 15lbs)



Portable ramps available from Robbins are available for order in a variety of custom dimensions. Portable ramps easily attach to floors using a velcro hook and loop system. Use just a few and move them around, or surround the entire floor perimeter.

Great for both new and existing portable floors!

Contact Robbins today for more information!

Robbins Sports Surfaces

4777 Eastern Avenue

Cincinnati, OH 45226

800.543.1913 | 513.871.8988

info@robbinsfloor.com | www.robbinsfloor.com

Robbins, Inc.
4777 Eastern Ave.
Cincinnati, OH 45226-2339
Tel: 513-871-8988
Fax: 513-871-7998

Portable Floor Contact Names and Phone Numbers

New Orleans Arena **NBA** – Randy Phillipson, Director of Operations
504/587-3865 All-Star Plus

Staples Center **NBA** – David Edford, Operations Manager 213/742-7153 - ASPlus

AT&T Center **NBA** – Ron Snead, Director of Facility Services 210/444-5115 – ASPlus

Verizon Center **NBA** – Bill Harpole, VP Operations – 202/628-3200

Amway Center **NBA** – Marshall Palmer, Operations 407/579-5261
All-Star Plus Boston Square™

American Airlines Arena **NBA** – Jim Spencer – VP Operations 786/777-1115
All-Star Plus

Penn State – Rick James – Operations – 814/863-1225 - All-Star Plus

University of Texas – Jimmy Earl, Associate Director 512/471-4716 – ASPlus

Kansas State University – Charlie Thomas, Director - 785/532-7608 – ASPlus

Bismarck Civic Center – Charlie Jeske, General Manager – 701/355-1372
All-Star Plus

Greensboro Coliseum – Scott Johnson, Deputy Director 336/373-7449 – ASPlus

BOK Center/SMG – Tim Vogt, Operations Director 918/894-4320 – All-Star

Show Me Center – Southeast Missouri State – David Ross, Retired – 573/576-2023
All-Star

Hot Springs Convention Center/Summit Arena – Gordon Mahoney, COO
501/321-2027 – All-Star Plus & All-Star Collegiate

Robbins, Inc.
4777 Eastern Ave.
Cincinnati, OH 45226-2339
Tel: 513-871-8988
Fax: 513-871-7998

September 9, 2002

The History of Sports Flooring by Robbins, Inc. -

The history of Robbins dates back to the early 1920's with the "Yawkey-Bissell" facility in White Lake, Wisconsin. The fine northern Maple (and Oak) timber provided the cornerstone for quality products, then and now. It later led to our becoming the leader in Maple floors for gymnasiums.

The ownership of Robbins, the Stoehr Family, is a 4th generation company, that dates back to 1894 and is now the oldest family-owned sports flooring operation in North America.

The overwhelming sports floor choice -

We originated the concept of a gym floor that works with athletes, not against them. Ultimately, we went far beyond making floors by pioneering total Maple flooring systems for sports facilities of all types. Today, Robbins continues to set the standard for sports surface design. Our commitment to technical innovation and continuing product improvement has been without equal in the industry. Because of it, many of today's commodity systems were actually pioneered by Robbins. Thanks to our continuing emphasis on research and development, Robbins offers the widest and finest range of Maple and synthetic sports surfaces in its history.

Robbins has covered everything from the YMCA to the Olympics to the NBA. Colleges, fitness centers, arenas, schools of all levels, wherever quality flooring and craftsmanship are called for, Robbins floors are there. Tune in a television to watch a college or NBA basketball game, and chances are it's being played on a Robbins floor.

1990's – The Decade of Advanced Opportunities

In 1993 Robbins introduced Pulastic, a unique urethane product that has enhanced our product mix considerable in the sports flooring market. Pulastic, an advanced urethane sports floor, was developed by Descol Kunststof Chemie and launched in 1965. At that time they were the original pioneers of non-wood sports surfaces. All synthetic athletic surfaces that exist today stem from those innovations by Descol. Today, with over 200 million square feet installed and in service worldwide, Descol is the global volume leader of indoor polyurethane surfacing.

Pulastic is not simply a product but a complete product line of advanced polyurethane systems. By virtue of its design, the Pulastic product line provides outstanding shock absorption, friction, and deflective indentation values – keys to providing excellent performance for the athlete. In addition, the Pulastic design provides outstanding value for the owner, because of its durability, long-life, and the simplicity of refurbishing. Unlike sheet flooring products, Pulastic systems are considered permanent assets to the facility, as they are not ultimately removed and replaced – rather, they last the “life of the building”. No seams, great durability, long-life.

Descol is ISO 14001 Certified, an International mandate (environmental care program) that covers manufacturer of a product, installation of a product, use of a product, and disposal of a product – monitoring that adverse effects to the environment are minimized. Pulastic systems are 100% MDI and zero-mercury, so they do not pose a health or disposal hazard. Further, Pulastic utilizes recycled materials (auto tires) in its construction, thereby making a positive contribution to the environment. A 30,000 square foot floor, using a 7mm rubber shock pad, will use the equivalent of 2,000 used automobile tires!

Descol Kunststof Chemie, and its subsidiary company DIAC, is ISO 9001 Certified. ISO 9001 is an International quality control certification, which monitors and mandates that the stated specifications be met.

The Robbins Institute –

Our educational arm, The Robbins Institute, serves as a source for the latest information on sports surface technology, testing standards and performance characteristics. This form of educating prospective buyers began in 1988 when Robbins became the pioneer in learning more about the bio-mechanical aspects of flooring and recruited the Otto-Graf Institute in Stuttgart, Germany to run tests on all maple systems to determine the performance characteristics. The samples used for these tests, large 10 ft. x 10 ft. samples, were then used when clients wanted to learn more about the design and performance of sports floors. Today, sports surface seminars in facilities that have been set up all over the U.S. providing an opportunity for athletic directors, coaches, instructors, administrators and architects to evaluate a representative sampling of the entire sports flooring industry.

Distribution –

Our recreational flooring systems are sold only through Robbins Certified Sports Flooring Specialists. These professional contractors are responsible for the smooth installation and service of Robbins Sports Surfaces in the U.S. and Canada. Products for export are sold through International Representatives as well.

Greg Pierce
Portable Sales Manager

December 20, 2012

Robbins, Inc.
4777 Eastern Ave.
Cincinnati, OH 45226-2339
Tel: 513-871-8988 x5990
Fax: 513-871-7998
gpierce@robbinsfloor.com

Experience and Qualifications

Robbins Portable Team
(Over 150 Years Combined Experience)

John Ficks – Portables General Manager

Greg Pierce- Portable Sales Manager

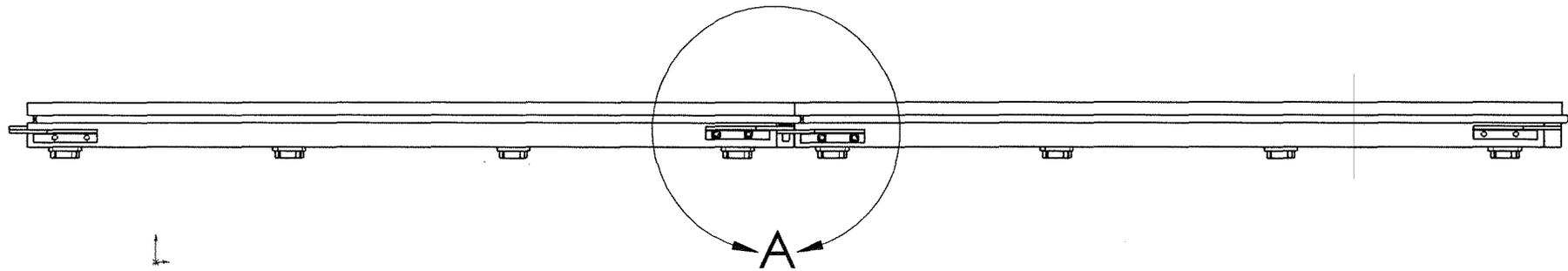
Chris Pepin – Portable Project Manager

Roger Kipling – Plant Manager

Jeff Aho – Portable Production Supervisor

Frank Misale – Portable Finishing Supervisor

Ken Hofstetter – Portable Installation Technician



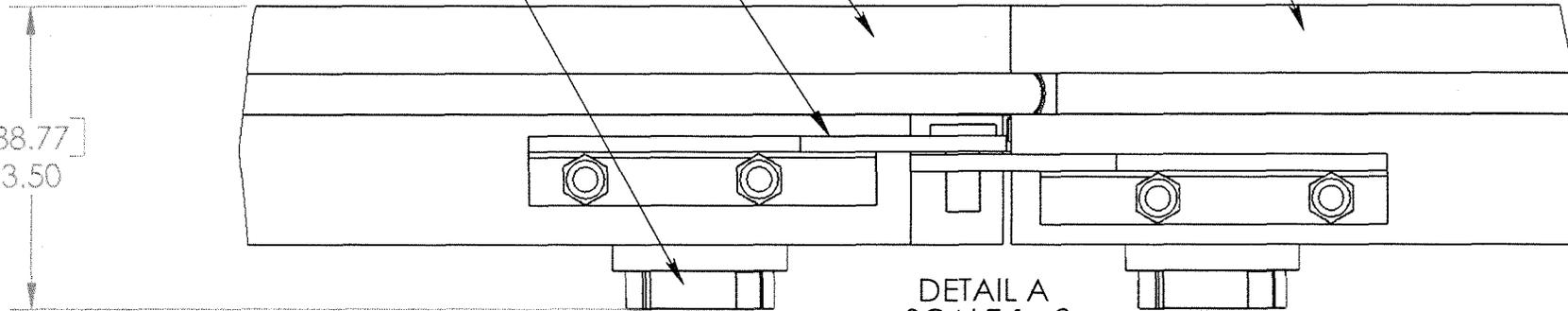
L

All-Star Panel 1

All-Star Panel 2

Drop Pin Locking System

Resilient Package



DETAIL A
SCALE 1 : 2

EXHIBIT A TO CONTRACT AGREEMENT

Robbins  4777 Eastern Ave
Cincinnati, OH 45226
Portable All-Star Plus
System Profile Height

EXHIBIT B

**Indemnification and Insurance Requirements for all West Haymarket
Joint Public Agency Contracts (approved March 2012)**

*Approved by Law
1-3-2013*

**INDEMNIFICATION AND INSURANCE REQUIREMENTS
FOR ALL WEST HAYMARKET JOINT
PUBLIC AGENCY CONTRACTS**

1. INDEMNIFICATION

A. Indemnification of JPA

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS JPA AND JPA'S MEMBERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) (COLLECTIVELY, "LIABILITIES") ARISING OUT OF, RESULTING FROM OR CAUSALLY RELATED TO (IN WHOLE OR IN PART), PERFORMANCE OF THE CONTRACT THAT RESULTS IN BODILY INJURY, SICKNESS, DISEASE, OR DEATH CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE WHETHER OR NOT IT IS CAUSED IN WHOLE OR PART BY A PARTY INDEMNIFIED HEREUNDER.

Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against JPA, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.
- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to JPA and related to the Contract; and
 - (2) Any claims wholly caused by the JPA's sole negligence and excluding claims to the extent such claims are caused by the willful misconduct or gross negligence of the JPA.
- D. In the event of any litigation of any such claims shall be commenced against JPA, Contractor shall defend the same at Contractor's sole expense upon notice thereof from JPA. Contractor shall notify the insuring company that JPA reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of JPA without the express written consent of the JPA.

2. INSURANCE GENERAL PROVISIONS

- A. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to protect Contractor and JPA, its officers, agents, employees, volunteers and consultants from and against all liabilities and hazards as provided in these insurance requirements throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under Section 2. below and such insurance has been approved by the City Attorney for JPA, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- B. **Occurrence Basis Coverage.** All insurance shall be provided on an occurrence basis and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- C. **Authorized and Rated Insurers Required.** 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 by the City Attorney.
- D. **Certificates Showing Coverage.** Prior to commencing the Work, Contractor must furnish to JPA adequate written documentation including certificate(s) of insurance, which have the original signature of the authorized representative, declaration pages or other acceptable policy information evidencing the required coverage, endorsements, and amendments. The policy(ies) must contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify JPA in writing at least 30 days prior to any cancellation, except that only ten (10) days prior notice is required for cancellation due to nonpayment of premium. Upon request from JPA, a certified duplicate original of any required policy must be furnished. Certificate(s) should be sent to the following address:

West Haymarket Joint Public Agency
c/o City Attorney
City of Lincoln, Nebraska
555 South 10th Street
Lincoln, NE 68508

Certificates of insurance may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show JPA as additional insured except for applicable Worker's Compensation coverage, to include all work performed for JPA and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The inclusion of JPA as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for JPA, whether on an excess, contributory or other basis regardless of any other insurance coverage available to JPA, including by specific endorsement where necessary, as indicated in the following requirements.

- E. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

F. **Other Requirements.** Contractor agrees to waive its right of recovery against JPA for all claims and suits against JPA, except for claims and suits arising wholly out of the sole negligence, or to the extent caused by the gross negligence or willful misconduct, of JPA. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against JPA for all claims and suits, except for claims and suits arising wholly out of the sole negligence, or to the extent caused by the gross negligence or willful misconduct, of JPA. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against JPA for loss of its owned or leased property or property under Contractor's care, custody or control, except for the right of recovery or right of subrogation arising wholly out of the sole negligence, or to the extent caused by the gross negligence or willful misconduct, of JPA.

Contractor is not allowed to self-insure without the prior written consent of JPA. If granted by JPA, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by Contractor in lieu of insurance. Any and all JPA liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Upon notification to JPA of cancellation, non-removal, substitution or material alteration of any such policy(ies), JPA shall have the option to (i) if feasible, pay, on behalf of the Contractor, any and all such premiums, penalties, fees for expenses necessary to keep such policy(ies) in full force and effect; or (ii) in the event that such policy(ies) cannot be kept in full force and effect, enter into the open market to procure such policy(ies) of insurance on behalf of Contractor as required by this Agreement at the then current market rate. Upon any of the above occurrences, JPA shall invoice the Contractor for reimbursement of such premiums, penalties, fees, or expenses advanced on the JPA's behalf plus an additional fifteen percent (15%) of such advanced amounts as remuneration for JPA's overhead. Such amounts advanced by JPA shall be paid by the Contractor within thirty (30) days after delivery of a statement for such expense.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement. Allocated Loss Expense must be in addition to all policy limits for coverages referenced above.

If any portion of the operation is to be subcontracted by Contractor, Contractor must require that its subcontractors provide and maintain the insurance coverages set forth herein, naming JPA as an additional insured, and requiring that the subcontractors release, defend and indemnify JPA to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify JPA herein.

Failure to provide evidence as required by Section 2. will entitle, but not require, JPA to immediately suspend work under this Agreement until such evidence is provided. Acceptance of a certificate that does not comply with this section will not operate as a waiver of Contractor's obligations hereunder. The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor will not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by JPA will not be limited by the amount of the required insurance coverage.

3. INSURANCE REQUIREMENTS

A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of the Contract such insurance in the forms and minimum amounts as specified in this Section and as will protect Contractor and JPA from the following claims arising out of or resulting from or in connection with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

B. Worker's Compensation Insurance and Employer's Liability Insurance. The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees. This policy shall contain the following endorsement or language: "Waiver of subrogation in favor of JPA."

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

C. Commercial General Liability Insurance.

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing broad form contractual liability no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below.

Coverage	Min Amt	Notes
General	\$5,000,000/\$10,000,000	Each Occurrence/Aggregate
Products and Completed Operations	\$5,000,000/\$10,000,000	Each Occurrence/Aggregate
Personal and Advertising Injury	\$5,000,000/\$10,000,000	Each Occurrence/Aggregate
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

- (2) The required Commercial General Liability Insurance shall also include coverage for the following:
- Bodily injury and property damage.
 - Fire legal liability
 - Coverage for all premises and operations.
 - Personal and advertising injury.
 - Operations by independent contractors.
 - X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
 - Any fellow employee exclusions shall be deleted.
 - Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
 - Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
 - Liability coverage which shall include contractually assumed defense costs in addition to any policy limits.
 - Contractual liability coverage.
- (3) This policy shall also include the following endorsements which shall be indicated on the Certificate of Insurance.
- The definition of insured contract shall be amended to remove any exclusion or other limitation for work being done within 50 feet of railroad property.
 - Endorsement to provide the general aggregate per project endorsement.
 - Endorsement to provide waiver of subrogation in favor of and acceptable to JPA.
 - Endorsement to provide that the policy shall be primary and non-contributory with respect to any insurance carried by the JPA.
 - Separation of insureds.
 - Additional insured endorsement in favor of and acceptable to the JPA.
- (4) 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, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer). The definition of insured contract shall be amended to remove any exclusion or other limitation for any work done within fifty (50) feet of railroad property.

D. Vehicle liability insurance coverage.

The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to JPA.
- Additional insured endorsement in favor of and acceptable to JPA.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by JPA.
- Endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. Umbrella/Excess Insurance. At the Contractor's option, the Commercial General Liability Insurance coverage limits specified in Section 3.C. above may be satisfied with a combination of primary and Umbrella/Excess Insurance.

F. 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 \$5,000,000 per occurrence, \$10,000,000 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 Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following endorsements:

- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- Endorsed to include the Limited Seepage and Pollution Endorsement.

No other endorsements restricting coverage may be added. The original policy must be provided to Railroad prior to performing any work or services under this C&M Agreement.

In lieu of providing a Railroad Protective Liability Policy, Contractor may participate in ANY RAILROAD'S Blanket Railroad Protective Liability Insurance Policy available to JPA and JPA Contractors.

G. Special Provision. At the JPA's option, the minimum insurance requirements specified above may be increased or decreased by special provision in a JPA contract.

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against JPA.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

- A. The Contractor shall promptly notify JPA in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to JPA shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event JPA receives a claim or otherwise has actual knowledge of any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, JPA shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however JPA shall have no duty to inspect the project to obtain such knowledge, and provided further that JPA's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until JPA completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of JPA, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.
- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for JPA's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by JPA.

EXHIBIT C

Supply Bond

SUPPLY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, **Robbin Sports Surfaces**, as **Principal**, and _____, a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Nebraska, as **Surety**, are held and firmly bound unto the **West Haymarket Joint Public Agency**, as **Obligee**, in the penal sum of One Hundred Seven Thousand One Hundred Sixty and 52/100ths Dollars (\$107,160.52), lawful money of the United States of America and to the faithful payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators (or, assigns), firmly by this presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That:

WHEREAS, Principal has entered into the West Haymarket Joint Public Agency (JPA) Portable Basketball Floor Contract (“Contract”) dated _____, 2013, (an original of which is on file in the Office of the City Clerk of the City of Lincoln, Nebraska) which provided for the procurement, delivery and setup of the portable basketball floor as set forth in the Bid Specifications.

NOW, THEREFORE, if Principal shall timely procure, deliver and set up the portable basketball floor in accordance with the Contract, as require the execution of this Supply Bond, then this obligation shall become void, otherwise to remain in full force and effect. In the event Principal shall be declared by the Obligee to be in default under the above obligation, the Obligee may relet or otherwise complete the purchase, delivery and set up of the portable basketball floor. Surety shall promptly indemnify and save harmless the Obligee to the limit of the penal amount of this bond from any loss, including but not limited to the Obligee’s reasonable cost of such reletting or completion including the increased cost, if any, for the purchase, delivery and setup of the portable basketball floor and delay damages due to the Principal’s failure to timely procure, deliver and set up the portable basketball floor.

Signed and dated this ____ day of _____, 20__.

ROBBIN SPORTS SURFACES, Principal

By: _____
Name: _____
Title: _____

_____, Surety

By: _____
Title: Attorney-in-Fact

(Accompany this Bond with Attorney-in-Fact’s authority from Surety to execute this bond, certified to include the date of the Bond)

RESOLUTION NO. WH- _____

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public

2 Agency:

3 That the attached Portable Basketball Goals Contract between Schelde North America
4 LLC and the West Haymarket Joint Public Agency, for the procurement, delivery and setup of
5 portable basketball goals and associated features and equipment for the Pinnacle Bank Arena for
6 the sum of \$38,676.00, is hereby approved and the Chairperson of the West Haymarket Joint
7 Public Agency Board of Representatives is hereby authorized to execute said Contract on behalf
8 of the JPA.

9 The City Clerk is directed to return a fully executed copy of the Contract Agreement to
10 Schelde North America LLC, _____.

11 Adopted this _____ day of January, 2013.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Chris Beutler, Chair

Tim Clare

Eugene Carroll

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)

PORTABLE BASKETBALL GOALS CONTRACT

(Bid No. 12-288)

THIS JPA PORTABLE BASEKTBALL GOALS CONTRACT (“Contract”) is made and entered into as of this ____ day of _____, 2013 by and between **SCHELDE NORTH AMERICA L.L.C.**, hereinafter called “Provider,” and the **WEST HAYMARKET JOINT PUBLIC AGENCY**, hereinafter called “JPA.”

RECITALS

WHEREAS, JPA has caused to be prepared, in accordance with law, Portable Basketball Goals Specifications and other Contract Documents for the procurement, delivery and setup of the portable basketball goals herein described, including the associated backboards, padding, goal and backboard attachments and other required features, and has approved and adopted said documents and has caused to be published a Notice to Bidders advertisement for and in connection with the Contract.

WHEREAS, the Provider, in response to such advertisement, has submitted to the JPA, in the manner and in the time specified, a sealed Supplier Response in accordance with the terms of said advertisement and the Portable Basketball Goals Specifications.

WHEREAS, JPA, in the manner prescribed by law, has publicly advertised, opened, examined, and canvassed the Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Provider to be the lowest and best bidder for the furnishing, including delivery and setup, of the portable basketball goals, including the associated backboards, padding, goal and backboard attachments and other required features, for the sum of \$38,676.00 named in the Provider’s Supplier Response. Copies of the Bid Opportunity Detail, Notice to Bidders, the Portable Basketball Goals Specifications, and the Supplier Response (collectively "Bid Documents") are attached hereto as Exhibit A.

WHEREAS, JPA desires to engage Provider for the procurement, delivery and setup of the portable basketball goals, including the associated backboards, padding, goal and backboard attachments and other required features, on the terms and conditions herein provided.

WHEREAS, Provider hereby represents that Provider is willing and able to furnish the portable basketball goals, including the associated backboards, padding, goal and backboard attachments and other required features, and to perform the setup in accordance with this Contract.

NOW, THEREFORE, in consideration of the above Recitals and the below mutual covenants and agreements the Parties hereto, the Provider and JPA do hereby agree as follows:

SCOPE OF SERVICES. The Provider shall procure, deliver and setup the portable basketball goals, including the associated backboards, padding, goal and backboard attachments and other required features, as described in the Portable Basketball Goals Specifications prepared by the JPA and shall furnish all labor, materials, equipment, services, shipping, loading, packing and cleanup that is necessary for the Provider's performance of this Contract.

COMPENSATION. JPA agrees to pay to Provider for the procurement, delivery and setup of the portable basketball goals, including the associated backboards, padding, goal and backboard attachments and other required features, the amount of \$38,676.00 set forth in the Provider's Supplier Response and Provider agrees to accept said amount as full compensation therefor. Provider represents that said amount includes Provider's payment for any and all royalties or costs arising from patents, trademarks, copyrights, and other similar intangible rights in any way involved with or related to the portable basketball goals or this Contract. Payment shall be made to the Provider within thirty (30) days following delivery and the JPA's acceptance of the portable basketball goals, including the associated backboards, padding, goal and backboard attachments and other required features. Provider shall defend suits on claims for infringement or any patent, copyright, trademark or other intangible rights in any way related to this Contract.

TIME OF COMPLETION. The furnishing and ordering of the portable basketball goals, including the associated backboards, padding, goal and backboard attachments and other required features, under this Contract shall be commenced as soon as possible and said portable basketball goals shall be delivered no earlier than August 1, 2013 and no later than September 1, 2013 ("Completion Date"). Failure to meet the terms of the Contract by the Completion Date may result in forfeiture of the performance bond or cash deposit, if any, and shall be deemed a breach of this Contract.

INDEMNIFICATION. Provider agrees to defend, indemnify and hold harmless JPA to the same extent and under the same terms and conditions as required by the Indemnification and Insurance Requirements for All West Haymarket Joint Public Agency Contracts attached hereto as Exhibit B.

INSURANCE. Provider shall at all times during the term of this Contract purchase and maintain in place insurance coverage as required by the Indemnification and Insurance Requirements for All West Haymarket Joint Public Agency Contracts attached hereto as Exhibit B, except that the required commercial general liability coverage shall be reduced to \$1,000,000 per occurrence and \$2,000,000 aggregate. Provider agrees to provide all types of insurance required by the JPA. Provider will furnish coverages against any and all perils required by the JPA.

NON-RAIDING CLAUSE. Provider shall not engage the services of any person or persons presently in the employ of the JPA for work covered by this Contract without the written consent of the JPA.

SUPPLY BOND. Provider shall provide a supply bond in the sum of the contract amount in the form attached hereto as Exhibit C.

TERMINATION OF CONTRACT.

A. This Contract may be terminated by the Provider if the JPA fails to adequately perform any material obligation required by this Contract (“Default”). Termination rights under this paragraph may be exercised only if the JPA fails to cure a Default within ten (10) calendar days after receiving written notice from the Provider specifying the nature of the Default.

B. The JPA may terminate this Contract, in whole or part, for any reason for the JPA’s own convenience upon at least ten days written notice to the Provider.

If the Contract is terminated by either the JPA or Provider as provided in A or B above, Provider shall be paid for all services performed, and reimbursable expenses incurred, not to exceed the above-mentioned Contract amount, up until the date of termination.

Provider hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of termination.

FAIR EMPLOYMENT. In connection with the performance of work under this Contract, Provider agrees that it shall not discriminate against any employee or applicant for employment with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person’s race, color, religion, sex, disability, national origin, ancestry, age, or marital status in accordance with the requirements of Lincoln Municipal Code Chapter 11.08 and Neb. Rev. Stat. § 48-1122, as amended.

FAIR LABOR STANDARDS. The Provider shall maintain Fair Labor Standards in the performance of this Contract as required by Chapter 73, Nebraska Revised Statutes, as amended.

ASSIGNABILITY. The Provider shall not assign any interest in this Contract, delegate any duties or work required under this Contract, or transfer any interest in the same (whether by assignment or novation), without the prior written consent of the JPA thereto; provided, however, that claims for money due or to become due to the Provider from JPA under this Contract may be assigned without such approval, but notice of any such assignment shall be furnished promptly to the JPA.

INTEREST OF PROVIDER. Provider covenants that Provider presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Provider further covenants that in the performance of this Contract, no person having any such interest shall be employed or retained by Provider under this Contract.

INDEPENDENT CONTRACTOR. The JPA is interested only in the results produced by this Contract. Provider has sole and exclusive charge and control of the manner and means of performance. Provider shall perform as an independent contractor and it is expressly understood and agreed that Provider is not an employee of the JPA and is not entitled to any benefits to which JPA employees are entitled, including, but not limited to, overtime, retirement benefits, workmen’s compensation benefits, sick leave and/or injury leave.

NEBRASKA LAW. This Contract shall be construed and interpreted according to the laws of the State of Nebraska.

INTEGRATION. This Contract represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Contract.

AMENDMENT. This Contract may be amended or modified only in writing signed by both the JPA and Provider.

SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

FEDERAL IMMIGRATION VERIFICATION.

A. If the Provider is a business entity or corporation, then in accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, the Provider 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 USC 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 Provider 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 Provider 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.

B. If the Provider is an individual or sole proprietor, the Provider agrees to complete the United States Citizenship Attestation Form as provided by the JPA and attach it to the Contract.

C. Public Benefits Eligibility Status Check. If the Provider is agreeing to determine eligibility for and provide a public benefit as public benefit is defined under Neb. Rev. Stat. §§ 4-108 through 4-114, the Provider agrees to have each applicant for public benefits attest that he or she is a U.S. citizen or qualified alien using the form attached. The Provider agrees to register and use the SAVE Program as required under Neb. Rev. Stat. §§4-108 through 4-114. If the applicant indicates he or she is an alien, the Provider shall verify the applicant's lawful presence in the United States as provided under the SAVE Program and retain all documentation and provide copies of such documentation at the JPA's request. For information on the SAVE program, go to www.uscis.gov/SAVE.

CONTRACT DOCUMENTS. The Contract Documents comprise the Contract and consist of the following, whether or not attached hereto:

1. Bid Documents – Exhibit A.
2. Indemnification and Insurance Requirements for all West Haymarket Joint Public Agency Contracts (approved March 2012) - Exhibit B.
3. Supply Bond – Exhibit C.
4. Other Non-Attached Contract Documents:
 - a. Sales Tax Exempt Forms (to be provided upon award of the Special Purchase).
 - i. Form of Nebraska Resale or Exempt Sales Certificate.
 - ii. Form of Purchasing Agent Appointment.

Note: Any portion of this project used for providing water service, such as pipe for water mains, are not tax exempt and are subject to sales and use tax.

Note: The remainder of this project, including items exclusively used for providing fire protection, such as fire hydrants, is exempt from sales and use tax.
 - b. Any Bid Documents and/or Bid Attachments listed in the Bid Opportunity Detail not attached as part of Exhibit A.

This Contract, together with the other Contract Documents herein above mentioned, form this Contract and they are as fully a part of the Contract as if hereto attached or herein repeated.

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

REPRESENTATIONS. Each party hereby certifies, represents and warrants to the other party that the execution of this Contract is duly authorized and constitutes a legal, valid and binding obligation of said party.

IN WITNESS WHEREOF, Provider and JPA do hereby execute this Contract as of the Execution Date set forth above.

PROVIDER:

SCHELDE NORTH AMERICA L.L.C.

By: _____
 Title: _____

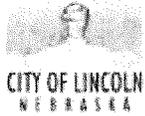
JPA:

**WEST HAYMARKET JOINT PUBLIC
AGENCY**

By: _____
Chris Beutler, Chairperson of the West
Haymarket Joint Public Agency Board of
Representatives

EXHIBIT A

Bid Documents



[Return to Login](#) • [Supplier Registration](#)

Bid Opportunity Detail

Bid Number 12-288 (Portable Basketball Goals for Pinnacle Bank Arena)

Close Date & Time 11/29/2012 12:00:00 PM Central

Bid Duration 23 days 21 hours 57 minutes 15 seconds

Bid Information

Bid Type Bid
Issue Date & Time 11/5/2012 2:02:44 PM Central
Close Date & Time 11/29/2012 12:00:00 PM Central
Bid Status Unsealed
Bid Notes

Contact Information

Contact Name Vince Mejer Purchasing Agent
Address Purchasing
 440 S. 8th St.
 Lincoln, NE 68516 USA
Department Purchasing
Floor/Room Suite 200
Contact Phone 1 (402) 441-8314
Contact Fax 1 (402) 441-6513
Contact Email vmejer@lincoln.ne.gov

Bid Documents

Document	Format	Description
Invitation Document	Adobe (PDF)	PDF Invitation to Bid
Bid Tabulation by Supplier Spreadsheet	Spreadsheet (XLS)	Bid Tabulation by Supplier Spreadsheet
Bid Tabulation by Line Item Spreadsheet	Spreadsheet (XLS)	Bid Tabulation by Line Item Spreadsheet

Bid Attachments

Location	File Name	Description
Header	12-288 adv.pdf (7KB)	Notice to Bidders
Header	12-288.pdf (19KB)	Specifications

**Advertise 1 time
Wednesday, November 7, 2012**

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

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: **12:00 p.m, Thursday, November 29, 2012** for the following project:

**Portable Basketball Goals
for Pinnacle Bank Arena
Bid No. 12-288**

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

Once registered, vendors will receive e-mail bid notification, first acknowledging registration, then approval of registration. Upon e-mail notification of registration approval, you may go to the E-Bid site to respond to this bid. Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8314 or 441-7410 or vmejer@lincoln.ne.gov

**PORTABLE BASKETBALL GOALS
FOR
PINNACLE BANK ARENA**

**SPECIFICATIONS
BID NO. 12-288**

1. PORTABLE BASKETBALL GOALS

- 1.1 The following is the approved basketball goal types.
- 1.2 The manufacturers cited in this specification are used to establish the minimum acceptable standards for these items.
- 1.3 Items of other manufacturers will be considered provided that those products meet the specifications and qualifications of the product specified below.
 - 1.3.1 Specified Type: Schelde SAM 10 Portable Basketball Goal (10' 8" Extension) or equal.
 - 1.3.2 Quantity: Three (3)

2. FRAME

- 2.1 The base of the frames shall consist of structural steel tubing members 5" x 2" x 1/8", welded to form a rectangle.
- 2.2 This base shall support 2 steel yokes.
- 2.3 These yokes shall be constructed of two (2) steel tubes 3" x 4" X 3/16" welded together, then welded to cross members 3" x 3" x 3/16", and shall be reinforced with gusset tubes 3" x 4" x 3/16'.
- 2.4 Yokes shall have hinge fittings to upper and lower frame via 1 ¼" steel pivot pins riding on oil-impregnated bronze bearings.
- 2.5 Main beam shall be 6" x 6" x 3/16" steel reinforced along the top with a tubular steel spine for added stability.
- 2.6 The front of the frame shall be fitted with a positioning pin at both sides, guaranteeing correct positioning of the unit during play.
- 2.7 Welded base shall provide a fully-enclosed ballast compartment that is properly loaded with steel ballast at the factory.
- 2.8 The goals are to have a 10' 8" clearance from the backboard to impact area.

3. SIGHT LINES

- 3.1 To maximize sightlines for spectators, the main vertical frame members, both front and rear, including padding, shall be 11" - 14" wide - depending on pad style selected.
- 3.2 The horizontal frame shall be maximum 36" above floor level.

4. WHEELS

- 4.1 Entire basketball system shall rest on the floor when in the storage position on eight (8), 8" diameter, 2" wide urethane casters - two (2) double-swivel front casters, and two (2) double-rear fixed casters.
- 4.2 Wheels shall have non-marking urethane tread.
- 4.3 Maximum load for each wheel shall be a minimum of 2000 lbs.

5. ANCHORS

- 5.1 Each unit shall come equipped with a floor insert, brass cover plate, and adjustable length chain to anchor the unit per NCAA specifications.
- 5.2 For wood floors, the brass cover plate shall not be connected to the anchor in the concrete, in order to allow movement of the wood floor.

6. FOLDING CYCLE

- 6.1 The unit shall operate on a special spring balance system constructed of 4 3/8" diameter painted steel springs, steel section 13/32".
- 6.2 Tension on these springs shall be adjustable.
- 6.3 A telescopic rod, 2 1/8" outer rod and 1 3/4" inner rod, shall lock the unit into position with a spring-activated positive locking pin at 10".
- 6.4 The unit shall come with a positive lock at the 7', 8', 9' and 10' playing positions and needs to be adjustable to meet several heights in between.
- 6.5 A spring cover shall be included and shall be covered to match the selected padding.

7. DYNAMIC SUBFRAME

- 7.1 The unit shall be lifted off the floor during the last 30 degrees of the upward motion of the two yokes that support the main beam by means of 2 vertical rods connected to a sub-frame inside the main frame.
- 7.2 These vertical rods, mounted in vertical bushings, shall be fitted with a roller bearing which contacts a cam mounted on each of the yokes.
- 7.3 The cam shall have a lobe which pushes the vertical shaft and sub-frame down to lift the unit off the wheels and into game position.
- 7.4 The height shall be easily adjustable by means of a floating adjustable nut at the base of the vertical rod.
- 7.5 Screw down mechanisms shall not be considered equal.

8. PADDING

- 8.1 All front padding shall be a minimum of 2" thick rebounded chipfoam covered with reinforced vinyl.
- 8.2 Front pads shall be a minimum 5" thick in the area where players may collide with the unit.
- 8.3 Side pads shall be a minimum 2" thick.
- 8.4 The main beam, directly behind the backboard, shall be fitted with a pad to protect players' heads.
- 8.5 Padding color shall be a "Scarlett Red" or similar.
- 8.6 A sample submittal is to be provided for approval.

9. GOAL AND BACKBOARD ATTACHMENT

- 9.1 The goals and backboards shall be attached to the unit via a true direct mount system, so as to completely eliminate stress on the glass backboard during play; "true direct mount" means that the rim shall bolt directly to the front metal plate on the backboard, and the back metal plate of the backboard shall bolt directly to the welded plate on the main backboard support beam of the backstop.
- 9.2 There shall be no glass between the front and back steel mounting plates of the backboards; instead the heat tempered glass plate shall have cut-out area around the mounting plates of the backboard, which shall be supported by a tubular steel lower frame and extruded aluminum frame on its full perimeter.

- 9.3 Breakaway rim shall be designed to flex with equal pressure in any direction around the front 180° circumference of the ring, and have tubular net attachment system.
- 9.4 Backboards with glass between the metal mounting plats shall not be considered equal.

10. FINISH

- 10.1 The units shall be powder-coated in white.
- 10.2 All exposed metal surfaces shall be powder coated.

11. SPECIFICS

- 11.1 System weight shall be approximately 3,100 pounds.
- 11.2 The bases shall be approximately 52" wide x 72" long.
- 11.3 The total stored dimension shall be approximately 76" wide x 208" long x 83" high.
- 11.4 Component shall carry the following minimum warranties: Backboard, limited lifetime; Structure, 20-year limited; Backboard Padding, 10-year; Breakaway Goal, 10-year.

12. OTHER REQUIREMENTS

- 12.1 Shot clock holder/bracket for a 32" x 32" x 6" Electronic OES Scoreboard Shot Clock.
- 12.2 A LED light mounts around perimeter of backboard.
- 12.3 Pad and frame colors to be determined by the Owner.

13. COMPANY INFORMATION

- 13.1 Provide company history for portable basketball goals in the Stadium and Arena industry, including years of operation and client/employee growth.
- 13.2 Describe the firm's ability to support the schedule and delivery requirements.
 - 13.2.1 Describe the firm's customer support program for resolution of warranty items.
- 13.3 Provide information on five (5) recent projects of similar facilities that have utilized its equipment begin proposed within the last three (3) years.
- 13.4 The above shall be attached in the Response Attachment Section.

14. PROJECT DESCRIPTION

- 14.1 Project Description and Construction Team:
 - Owner: West Haymarket JPA (Joint Public Agency)
 - JPA Program Manager: PC Sports
 - Arena Operator: SMG Management / SAVOR
 - Project Architect: DLR Group
 - Arena Contractor: Mortenson Construction
- 14.2 Project location:
Pinnacle Bank Arena
600 R Street
Lincoln, NE 68508
- 14.3 Type of Construction:
 - 14.3.1 The project consist of a 16,000 seat arena of approximately five levels to include Event Level, Main Concourse, Premium Suite Level, Upper Concourse and the catwalk level.
 - 14.3.2 The attached garage is approximately 280 spaces and is a three-level precast structure.

15. QUALIFICATIONS

- 15.1 All proposers must state the location that the proposed products are manufactured, assembled or produced.
- 15.2 The manufacturer must have an established reputation in the line with the equipment proposed.
- 15.3 The manufacturer must list five (5) similar type facilities that have opened in the past three (3) years in which the proposed product is currently in use.
- 15.4 All Vendors submitting bids must comply with the attached insurance requirements.
- 15.5 All attachments to any items shall be attached to the Response Attachments Section of the E-bid.

16. SHIPMENT OF PRODUCT

- 16.1 Shipment of product is to be coordinated with the Arena Operator, PC Sports and Mortenson Construction.
- 16.2 Product must be delivered no sooner than August 1, 2013 but no later than September 1, 2013.
- 16.3 Pinnacle Bank Arena 600 R Street, Lincoln, NE 68508

17. SECURITY

- 17.1 Access will be restricted only to those having business on the site.

18. USE OF WORK AREA

- 18.1 Delivery of supplies, equipment and/or materials to the site shall be along routes designated by the Arena Contractor or Arena Operator.
- 18.2 The Vendor must obtain prior approval from the Owner or his representative of areas proposed for temporary storage, stockpiling, equipment, maintenance or operations.
- 18.3 Working areas shall be chosen by the Owner or his representative in cooperation with the Arena Contractor.
- 18.4 The Vendor shall be responsible for repairing, at no cost to the Owner, all damages caused by the work of the Contract.

19. DISCREPANCIES AND OMISSIONS

- 19.1 The Vendor finding discrepancies in, or omissions from the drawings, specifications or other documents, or having any doubt as to meaning or intent of any part thereof, shall at once notify the JPA's Purchasing Agent in writing, he will send written instructions in the form of an Addendum.
- 19.2 Direct inquiries to:
 - Vince M. Mejer
 - 440 S. 8th Street, Suite 200
 - Fax: 402.441.6513
 - vmejer@lincoln.ne.gov

20. ERRORS IN BIDS

- 20.1 Owner will not entertain requests for gratuitous payments arising from errors alleged to have been made in Bid that he has accepted.

21. BID SUBMITTAL

- 21.1 Contractor shall submit bid documents and all supporting material via e-bid.
- 21.2 All inquiries regarding the Portable Basketball Goals Specifications shall be directed via e-mail or faxed request to Vince M. Mejer, Purchasing Agent (vmejer@lincoln.ne.gov) or Fax: (402) 441-6513.
 - 21.2.1 These inquiries and/or responses shall be distributed to prospective Vendor electronically as addenda.
 - 21.2.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
- 21.3 No direct contact is allowed between Vendor and other City or JPA Staff through the bid process.
 - 14.3.1 Failure to comply with this directive may result in the Vendor bid being rejected.

22. VENDORS

- 22.1 Bidders shall list the names of any Sub-vendors upon whose proposals this bid is based.
- 22.2 We recognize that the list of Sub-vendors shall be considered in the selection of the successful bidder.
- 22.3 Bids will not be accepted unless accompanied by a complete list of Sub-Vendors and that no names either of Sub-vendors, Contractor or "Own Forces" may be changed after submission of bid, unless good and sufficient cause is submitted in writing and written approval received from the Owner.
- 22.4 The list of Sub-vendors shall be attached to the Response Attachments section of the E-bid system.

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Vince Mejer Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68516	Address
Email	vmejer@lincoln.ne.gov	Contact	Vince Mejer Purchasing Agent	Contact
Phone	1 (402) 441-8314			
Fax	1 (402) 441-6513			
Bid Number	12-288	Department		Department
Title	Portable Basketball Goals for Pinnacle Bank Arena	Building	Suite 200	Building
Bid Type	Bid	Floor/Room		Floor/Room
Issue Date	11/05/2012	Telephone	1 (402) 441-8314	Telephone
Close Date	11/29/2012 12:00:00 PM CST	Fax	1 (402) 441-6513	Fax
Need by Date		Email	vmejer@lincoln.ne.gov	Email

Supplier Information

Company Schelde North America
 Address 4180 44th St SE Suite C
 Grand Rapids, MI 49512
 Contact Jim Peterson
 Department
 Building
 Floor/Room
 Telephone 1 (616) 554-4945
 Fax 1 (616) 554-1623
 Email jpeterson@scheldesports.com
 Submitted 11/29/2012 9:00:11 AM CST
 Total \$38,676.00

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

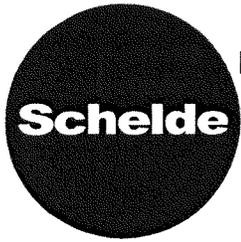
Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Specifications	I acknowledge reading and understanding the specifications and attachments.	Yes
4	Tax Exempt Certificate Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby Water projects are taxable.)	Yes
5	Contact	Name of person submitting this bid:	Jim Peterson
6	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	3	Each	Portable Basketball Goals	\$11,897.00
Item Notes:				
Supplier Notes: SNABBSM10US Complete SAM 10 Basketball Unit with Patented Dynamic SubFrame, Schelde Patented Dunkproof Backboard, Schelde Pro Action 180 Rim, Scarlet Unit Padding and Anchor Kit with Brass Cover Plate. BA42LEDSNA LED Backboard Alert System included.				
2	3	each	Shot Clock Holder/Brackets	\$495.00
Item Notes:				
Supplier Notes: SNABBSCBKT2 Standard Shot Clock Bracket with Internal Wiring.				
3	1	Lump Sum	Freight/Delivery/Setup	\$1,500.00
Item Notes:				
Supplier Notes: Freight / Delivery / Setup and Training.				
Response Total:				\$38,676.00



Better Equipment for a Better Game™

4180 44th Street SE Suite C Grand Rapids, MI 49512 • Ph: (616)554-4945 Toll Free: (800)823-0182 • Fax: (616)554-1623
E-mail: info@scheldesports.com • Website: www.scheldesports.com

NORTH AMERICA

BASKETBALL WARRANTY

Schelde North America, L.L.C. warrants Schelde Basketball Units to be free of all manufacturing defects as follows:

Glass Backboard (Schelde Model ONLY)	LIFETIME
Pivot Bearings	LIFETIME
Steel Frame : SAM & Clubmaster Models	20 years
Steel Frame: Sportmaster Models	10 years
Springs	10 years
Pro Action 180-Degree Rim	4 years
Board Padding	10 years
Elite Competition Rim	5 years
Wheels/Casters	5 years
Floor Fixing	5 years
Positioning Pins	5 years
Telescopic Rod	5 years
Re-Action Breakaway Rim	4 years
Pro-Tech Breakaway Rim	3 years
Rubber Feet (if any)	3 years
Unit Padding	1 year

Excluded from any guarantee are defects caused by vandalism, misuse, abuse, or lack of appropriate maintenance.

Schelde North America, L.L.C. reserves the right to repair or replace, at its sole discretion, any defective item within the appropriate warranty period, which begins on the date of shipment from our warehouse.

Warranty claims should be made by telephoning or writing to Schelde North America at the below address and phone numbers. Instructions will be provided by Schelde North America once the nature of the defect is determined.

All shipping charges are the responsibility of the customer.

THIS WARRANTY DOES NOT COVER, AND IS INTENDED TO EXCLUDE, ANY LIABILITY ON THE PART OF SCHELDE NORTH AMERICA, L.L.C., WHETHER UNDER THIS WARRANTY OR UNDER ANY WARRANTY IMPLIED BY LAW, FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGE FOR BREACH HEREOF OR THEREOF.

Note: Some states do not allow limitations on how long an implied warranty lasts or on the exclusion of indirect or consequential damages, so the above limitation on duration of implied warranties and the above exclusions of incidental and consequential damages may not apply to you.

****Installation of Portable Basketball Goals is not covered by Schelde North America, L.L.C. Contact your installer for their warranty coverage.**



Better Equipment for a Better GameTM

4180 44th Street SE Suite C Grand Rapids, MI 49512 • Ph: (616)554-4945 Toll Free: (800)823-0182 • Fax: (616)554-1623
E-mail: info@scheldesports.com • Website: www.scheldesports.com

NORTH AMERICA

COMPANY INFORMATION

Schelde North America has been in operation since 1996. Please see the separate attachment “Schelde BB Reference List 11.29.12” for a complete list of stadiums and arenas that have purchased Schelde portables.

Our standard time frame for delivery is four weeks. The time frame for this project is more than ample. Our goals are manufactured in Lincoln, Nebraska. Any warranty or non-warranty issues will be handled by local personnel immediately.

Following are five recent projects with contact information:

University of Nebraska’s Practice Facility in Lincoln
Randy Gobel: 402-450-6274

University of Nebraska in Omaha
Ethan Anderson: 402-960-2481

Oregon State University
John Cheney: 541-737-3577

University of Texas in Arlington
Patrick Grant: 210-326-5743

The U.S. Naval Academy in Maryland
Bill Givens: 410-293-8722

Sub-Vendors: None



Better Equipment for a Better Game™

4180 44th Street SE Suite C Grand Rapids, MI 49512 • Ph: (616)554-4945 Toll Free: (800)823-0182 • Fax: (616)554-1623
E-mail: info@scheldesports.com • Website: www.scheldesports.com

NORTH AMERICA

Portable Basketball Goals – Reference List

Cleveland Cavaliers of the NBA – Quicken Loans Arena
New York Knicks of the NBA – Madison Square Garden
Miami Heat of the NBA – American Airlines Arena
Minnesota Timberwolves of the NBA – The Target Center
Toronto Raptors of the NBA – Air Canada Center
Houston Rockets of the NBA – Toyota Center
Charlotte Bobcats of the NBA – Charlotte, NC
Detroit Pistons of the NBA – Detroit, MI
The 2000 Olympic Games – Sydney, Australia
1998 World Championships For Men – Greece
1998 World Championships for Women – Germany
1998 World Youth Games – Moscow, Russia
2005 NBA All-Star Jam Session- Denver, CO
Austin Toros – Austin, TX
Doctors Hospital Health System – Nassau, Bahamas
City of Valley – Valley, AL
Christ Church United Methodist – Birmingham, AL
Northview High School – Dothan, AL
Faulkner University – Montgomery, AL
Ino Baptist Church – Kinston, AL
First United Methodist Church – Florence, AL
Eufaula Parks & Recreation – Eufaula, AL
Von Braun Center – Huntsville, AL
Metropolitan Church of God – Birmingham, AL
Montevallo College – Montevallo, AL
Maxwell AFB – Montgomery, AL
Huntingdon College – Montgomery, AL
Snead State Community College – Boaz, AL
Winfield City Schools – Winfield, AL
Buck Taylor Manufacturers Sales – Mobile, AL
Troy Sportsplex – Troy, AL
Daphne United Methodist Church – Daphne, AL
Maxwell Air Force Base – Montgomery, AL

St. Paul's Church - Spanish Fork, AL
University of South Alabama – Mobile, AL
West Side Public Schools: - Greers Ferry, AR
Conway High School – Conway AR
University of Ozarks – Clarksville, AR
Arkansas Tech University – Russellville, AR
Pulaski Academy – Little Rock, AR
University of Arkansas – Fort Smith, AR
University of Arkansas – Little Rock, AR
Dumas High School – Dumas, AR
Little Rock AFB – Little Rock, AR
Parker Ranch – Fort Smith AR
Hendrix College – Conway AR
West Memphis- West Memphis High School, AR
Alma High School – Alma, AR
University of Central Arkansas – Conway, AR
Parkers Chapel High School – El Dorado, AR
Siloam Springs High School – Siloam Springs, AR
University of Arizona – Tucson, AZ
Window Rock Sport Center – Window Rock, AZ
Desert Christian School – Tuscan, AZ
Ganado Sports Pavilion – Ganado, AZ
Dream Courts – Hayward, CA
ESPN Sports Science – Burbank, CA
Point Loma Nazarene University – San Diego, CA
St Mary's College—Moraga, CA
American Sports Center – Anaheim, CA
Canyon Hills Assembly of God – Bakersfield, CA
Ridgeview High School – Bakersfield, CA
Fresno State University – Fresno, CA
Barrio Action Youth Center – Los Angeles, CA
Harvard – Westlake School – Los Angeles, CA
California State University – Sacramento, CA

The University of San Diego – San Diego, CA
St. Mary's College – Moraga, CA
Calvary Temple – Modesto, CA
Porterville College – Porterville, CA
UCLA – Los Angeles, CA
The University of California – Santa Barbara, CA
Evolution Fitness – Murrieta, CA
The Sports Center @ USIU – San Diego, CA
Cathedral High School – San Diego, CA
Lancaster First Assembly God – Lancaster, CA
Mount Herman Conference Center – Mount Herman, CA
First Baptist Church – Hanford, CA
USC/The Galen Arena – Los Angeles, CA
Saddleback Christian Schools – San Juan Capistrano, CA
City of Woodland Comm & Sr. Center – Woodland, CA
Bakersfield College – Bakersfield, CA
Hangar Sports Center: Hawthorne, CA
City College SF- San Francisco, CA
Eielson Air Force Base: Tracy CA
Harvest Christian Fellowship – Riverside, CA
University of San Francisco – San Francisco, CA
City of Santa Maria – Santa Maria, CA
Beal Air Force Base – Beal AFB, CA
University of California Santa Barbara – Santa Barbara, CA
Cal Poly – Pomona, CA
Cal State University Dominguez Hills – Carson, CA
U.S. Olympic Training Center – Colorado Springs, CO
Mesa State College – Grand Junction, CO
University of Denver – Denver, CO
Gym of the Rockies – Fort Collins, CO
University of Northern Colorado – Greeley, CO
Hartford Civic Center – Hartford, CT
University of Connecticut (UConn) – Storrs, CT
Fairfield University – Fairfield, CT
Connecticut Sports Center – Woodbridge, CT
Yale University – New Haven, CT
Quinnipiac University – Hamden, CT
Newtown Youth Academy - Newtown, CT
University of Connecticut – Storrs, CT
American University – Washington, D.C.

Trinity College – Washington, D.C.
George Washington University – Washington, DC
Tallahassee Community College – Tallahassee, FL
St. Thomas University – Miami Gardens, FL
Trinity Evangelical Free Church – Eustis, FL
St. John's River Community College – Palatka, FL
DeLand High School – DeLand, FL
Chipola Jr. College – Marianna, FL
Florida Baptist Theological College – Graceville, FL
Metro Life Church – Orlando, FL
Florida International University – Miami, FL
Dunedin Community Center – Dunedin, FL
Pro Performance Sports Acad. – Jacksonville, FL
Abundant Grace Community Church – Gainesville, FL
Montverde Academy – Montverde, FL
Lumpkin County High School – Dahlonega, GA
Bayside Covenant Church – Granite Bay, GA
Shallowford Presbyterian Church – Atlanta, GA
Rossville Middle School – Rossville, GA
Effingham County Middle School. – Springfield, GA
Coal Mountain Baptist Church – Cumming, GA
Cartersville Church of God – Cartersville, GA
Georgia Tech University – Atlanta, GA
Gwinnett Civic & Cultural Center – Duluth, GA
Fort Benning – Fort Benning, GA
Trinity Presbyterian Church – Atlanta, GA
Columbus State University – Columbus, GA
Kennesaw State University – Kennesaw, GA
Valdosta State University – Valdosta, GA
Highland High School – Highland, IA
Graceland University – Lamoni, IA
Mid-America Center – Council Bluffs, IA
Pleasant Dale Park Dist – Willow Springs, IL
Benedictine University – Lisle, IL
Illinois Military Academy – Springfield, IL
U of Illinois – Champaign, IL
US Cellular Coliseum – Bloomington, IL
Rock Valley College – Rockford, IL
Bradfordton Athletic Center – Springfield, IL
Northern Illinois University – DeKalb, IL
Club Fusion – Crystal Lake, IL

USA Sports Center – Springfield, IL
Ultimate Sports Academy – Romeoville, IL
Southern Illinois University – Edwardsville, IL
Rush-Copley Healthplex – Chicago, IL
St. Ignatius College Prep – Chicago, IL
Peoria Civic Center – Peoria, IL
Lakeside Christian Church – Springfield, IL
Chicago Bulls Basketball School – Lisle, IL
Belleville Family Sportsplex – Belleville, IL
Sears Centre – Hoffman Estates, IL
Lewis University – Romeoville, IL
Eastern Illinois Univ. Lantz Arena – Charleston, IL
Trinity Christian College – Palos Heights, IL
Calumet College – Whiting, IN
Avon High School – Avon, IN
Camp Atterbury JMTC – Edinburgh, IN
Munster High School – Munster, IN
Indy Sportsplex – Whitestown, IN
The Sports Zone – Indianapolis, IN
University of Southern Indiana – Evansville, IN
Prarie Land Partners – McPherson, KS
Jewish Community Center – Overland Park, KS
Bishop Seaburg Academy – Lawrence, KS
First United Methodist Church – Lawrence, KS
Intrust Bank Arena – Wichita, KS
United Wireless Arena – Dodge City, KS
First Baptist Church – Benton, KY
Kentucky Basketball Academy – Lexington, KY
Eastern Kentucky University – Richmond, KY
Southeastern Kentucky Expo Ctr – Corbin, KY
USBA Properties – Louisville, KY
City of New Orleans – New Orleans, LA
Century Tel Center – Bossier City, LA
Grambling State University – Grambling, LA
Pelican Park – Mandeville, LA
Tulane University – New Orleans, LA
Bossier City Arena – Bossier City, LA
Bossier Parish Comm. College – Bossier City, LA
Louisiana State University – Baton Rouge, LA
Louisiana State University – Eunice, LA
Haughton High School – Haughton, LA

St. John Berchmans Cathedral School – Shreveport, LA
Bellaire Baptist Church – Bossier City, LA
Parkway High School – Bossier, LA
Northwestern State University – Natchitoches,,LA
Centenary College – Shreveport, LA
University of Massachusetts: Amherst, MA
Boston College – Chestnut Hill, MA
Merrimack College – North Andover, MA
MIT – Cambridge, MA
Northeastern University – Boston, MA
Towson University – Baltimore, MD
St. Mary’s Catholic Church – Rockville, MD
U of Maryland Eastern Shore – Princess Anne, MD
Naval Support Facilities – Thurmont, MD
Georgetown Prep – Rockville, MD
McDaniel College – Westminster, MD
Morgan State University – Baltimore, MD
US Naval Academy – Annapolis, MD
Kalamazoo College - Kalamazoo, MI
Finlandia University – Hancock, MI
Calvin College – Grand Rapids, MI
Cage Sports – Swartz Creek, MI
Michigan State University – Lansing, MI
Calvin Christian Reformed Church – Grand Rapids, MI
Endeavor Charter Academy: Battle Creek, MI
St. Francis High School – Traverse City, MI
The Edge Training Club – Grand Rapids, MI
Noble Middle School – Detroit, MI
Westend Christian Ref. Church – Grand Rapids, MI
Thunder Bay Athletic Club – Alpena, MI
Saline High School – Saline, MI
Portage Northern High School – Portage, MI
City of Livonia Parks & Rec. – Livonia, MI
Stevenson High School – Livonia, MI
Franklin High School – Livonia, MI
Churchill High School – Livonia, MI
Lansing Eastern High School – Lansing, MI
Lake Superior State University – Sault St. Marie, MI
Fellowship Reformed Church – Muskegon, MI
East Hills Athletic Club – Grand Rapids, MI
Davenport University - Caledonia, MI

Cornerstone University – Grand Rapids, MI
Eastern Michigan University – Ypsilanti, MI
Cerveny Middle School – Detroit, MI
Bloomington Public Schools – Bloomington, MI
Battle Creek Central High School – Battle Creek, MI
Huron High School – Ann Arbor, MI
Detroit Light Guard Armory – Detroit, MI
Aim High Basketball Academy – Lansing, MI
Delta Plex Arena – Walker, MI
Southeast YMCA – Grand Rapids, MI
USA Arena – Chesterfield Township, MI
The University of Detroit Mercy – Detroit, MI
Andrews University – Berrien Springs, MI
Hope College – Holland MI
East Jackson High School – Jackson, MI
Baxter Community Center – Grand Rapids, MI
Saginaw Valley State University – University Center, MI
Mio Body Shop: Mio, MI
Renaissance High School: Detroit MI
Grand Valley State University - Allendale, MI
University of Detroit Mercy - Detroit, MI
Gull Lake Ministries – Hickory Corners, MI
Valley View Elementary – Battle Creek, MI
Alma College – Alma, MI
Novi High School – Novi, MI
Central Michigan University – Mt Pleasant, MI
Holland High School – Holland, MI
Niekerk Christian Reformed Church – Holland, MI
Ann Arbor Huron High School – Ann Arbor, MI
Western Michigan University – Kalamazoo, MI
The University of Minnesota – Minneapolis, MN
River Center – St. Paul, MN
Mounds Park Academy – St. Paul, MN
East Sedalia Baptist Church: Sedalia, MO
Savvis Center – St. Louis, MO
Belmont High School – Belmont, MS
Smithville Community of Christ – Smithville, MO
Kemper County School District – DeKalb, MS
Booneville High School – Booneville, MS
Delta State University – Cleveland, MS
Thrasher High School – Booneville, MS

New Site High School – Booneville, MS
Desoto Civic Center – Southaven, MS
Kossuth High School – Kossuth, MS
Jackson State University – Jackson, MS
Mississippi Basketball & Athletics – Jackson, MS
Mississippi Coast Coliseum – Biloxi, MS
Bass Memorial Academy – Lumberton MS
University of Mississippi – Oxford, MS
Leflore County Civic Center – Greenwood MS
University of Southern Mississippi – Hattiesburg, MS
Northwest Mississippi Comm College – Senatobia, MS
The University of Montana – Missoula, MT
Montana State University – Bozeman, MT
Montana State University – Billings, MT
Butte Civic Center – Butte, MT
Southeast Free Will Baptist College – Wendell, NC
Winston–Salem State University – Winston-Salem, NC
Elizabeth City State University – Elizabeth City, NC
First Free Will Baptist Church – Gastonia, NC
University of North Carolina – Wilmington, NC
Fargodome – Fargo, ND
Minot Auditorium – Minot, ND
Ralph Englestad Arena – Grand Forks, ND
North Dakota State Univ.-Bison Sports Arena, Fargo ND
The University of Nebraska – Lincoln, NE
The University of Nebraska – Omaha, NE
Creighton University (The Qwest Center) – Omaha, NE
Manchester Civic Center – Manchester, NH
St. Paul’s School – Concord, NH
Granville Charter School – Trenton, NJ
Historic Atlantic City Convention Center AtlanticCity,NJ
Rutgers University – Piscataway, NJ
Rutgers State University – New Brunswick, NJ
Naval Air Engineering Station – Lakehurst, NJ
Fairton Christian Center & Academy – Fairton, NJ
Brookdale Community College – Lincroft NJ
Drew University Simon Forum – Madison ,NJ
Rider University - : Lawrenceville, NJ
Monmouth University – West Long Branch, NJ
American Embassy- Kabul – Linden, NJ
Pojoaque Valley School Dist – Santa Fe, NM

New Mexico State University Pan America Center – Las Cruces NM
University of New Mexico – Albuquerque, NM
Long Island University – Brooklyn, NY
Monroe College – New Rochelle, NY
City of Utica – Utica, NY
Owego Free Academy – Owego, NY
Community Sports Complex – Oswego, NY
SUNY – Brockport – Brockport, NY
SUNY – Buffalo – Buffalo, NY
SUNY – Plattsburgh – Plattsburgh, NY
SUNY – Oneonta – Oneonta, NY
SUNY - Binghamton – Binghamton, NY
SUNY – Cobleskill – Cobleskill, NY
SUNY – Geneseo – Geneseo, NY
Seward High School – Manhattan, NY
South Hampton Youth Services – South Hampton, NY
United States Military Academy – Rome, NY
The Ross School – E. Hampton, NY
Union College – Schenectady, NY
Our Lady of the Hamptons – Southampton, NY
Chaminade High School AAC Facility – Mineola, NY
Cayuga Community College – Auburn, NY
Cathedral High School – New York, NY
City of Henderson – Henderson, NV
Winnemucca Convention Center – Winnemucca, NV
UNLV – Las Vegas, NV
University of Nevada – Reno, NV
GarEAT Sporting Complex – Geneva, OH
Lucas County Multi-Purpose Arena – Toledo, OH
Groveport Community School – Groveport, OH
Liberty Baptist Church – Mansfield, OH
Riverside High School – Painesville, OH
Ginghamsburg Church – Tipp City, OH
The Hoop – Columbus, OH
Freedom Road Ministries – Springfield, OH
University of Cincinnati – Cincinnati, OH
Kent State University – Kent, OH
Franklin Elementary – Ashland, OH
Barberton High School – Barberton, OH
Valley View Community Church – Sugar Creek, OH

Maverick Sports Center – Parma OH
Liberty Baptist Church – Mansfield, OH
Riverside High School – Painesville, OH
Ginghamsburg Church – Tipp City, OH
The Hoop – Columbus, OH
Freedom Road Ministries – Springfield, OH
University of Cincinnati – Cincinnati, OH
Kent State University – Kent, OH
Franklin Elementary – Ashland, OH
Barberton High School – Barberton, OH
Valley View Community Church – Sugar Creek, OH
Maverick Sports Center – Parma OH
University of Toledo – Toledo OH
University of Central Oklahoma – Edmond, OK
Southeastern Oklahoma State University – Durant, OK
Tulsa Convention Center: Tulsa, OK
Tulsa City: Tulsa, OK
Ada High School – Ada, OK
East Central University – Ada, OK
University of Oklahoma – Norman, OK
University of Central Oklahoma – Edmond, OK
Catoosa High School – Catoosa, OK
Tulsa Union High School – Tulsa, OK
High Hopes Youth/Family Services – Tulsa, OK
The University of Tulsa – Tulsa, OK
Southeastern Oklahoma State University – Durant, OK
Tulsa Convention Center: Tulsa, OK
Oklahoma State University – Stillwater, OK
Bartlesville High School – Bartlesville, OK
Cleveland Public Schools – Cleveland, OK
Bixby First United Methodist Church – Bixby, OK
Sequoyah High School – Tahlequah, OK
Tahlequah High School – Tahlequah, OK
Shawnee High School – Shawnee, OK
Sand Springs: Case Community Sand Springs, OK
Cleveland Public Schools – Cleveland, OK
Kingston Public Schools – Kingston, OK
Bixby First United Methodist Church – Bixby, OK
Northeastern State University – Tahlequah, OK
University of Oregon – Eugene, OR
University of Portland – Portland, OR

Scio Middle School – Scio, OR
Lewis & Clark College – Portland, OR
Oregon State University – Corvallis, OR
Hawthorn Farm Athletic Club – Hillsboro, OR
The Hoop – Beaverton, OR
Hines Middle School – Hines, OR
Laurel Mountain Christian Camp – Rector, PA
St. Vincent College – Latrobe, PA
Consol Energy Center – Pittsburgh, PA
Bryn Mawr College – Bryn Mawr, PA
University of Pennsylvania – Philadelphia, PA
The Liacouras Center – Philadelphia, PA
Northeast PA Civic Arena – Wilkes Barre, PA
First Union Arena at Casey Plaza – Wilkes Barre, PA
Lehigh University – Bethlehem, PA
St. Nicholas Greek Orthodox Cathedral – Pittsburgh PA
Charter Oak United Methodist Church – Greensburg, PA
University of Pittsburgh – Pittsburgh, PA
Shippensburg University – Shippensburg, PA
The Citadel – Charleston, SC
College of Charleston – Charleston, SC
St. Johns Lutheran Church – Spartanburg, SC
New Lady Island Elementary – Beaufort, SC
Sumter County Exhibition Ctr – Sumter, SC
Pleasant Grove Missionary Baptist Church – Marion, SC
Freedom Florence Rec. Complex – Florence, SC
Rushmore Plaza Civic Center – Rapid City, SD
Northern State University – Aberdeen, SD
Temple of Deliverance: Memphis, TN
David Lipscomb University – Nashville, TN
The University of Tennessee – Knoxville, TN
East Tennessee State University – Johnson City, TN
Wilderness at the Smokies – Sevierville, TN
All Saints Episcopal School – Morristown, TN
King College – Bristol, TN
University of Memphis – Memphis, TN
West Park Baptist Church – Knoxville, TN
Franklin Special School District – Franklin, TN
St. Francis of Assisi Church – Cordova, TN
Dobyns-Bennett High School – Kingsport TN
Laredo Energy Arena – Laredo, TX

University United Methodist Church – San Antonio TX
Howard Payne University – Brownwood, TX
Mt. Pleasant ISD – Mt. Pleasant, TX
Post ISD – Post, TX
University of St. Thomas – Houston, TX
Sul Ross State University – Alpine, TX
Italy High School – Italy, TX
Oak Hills Church of Christ – San Antonio, TX
King of Glory – Dallas, TX
Itasca ISD – Itasca, TX
Angelo State University – San Angelo, TX
Amarillo Civic Center – Amarillo, TX
Abilene Christian University – San Antonio, TX
University of Texas/San Antonio – San Antonio, TX
Angelina College – Lufkin, TX
Houston Rockets Arena (Toyota Center) – Houston, TX
Lee College – Baytown, TX
West Houston Indoor Soccer – Houston, TX
American Heritage Academy – Dallas, TX
Weslaco High School – Weslaco, TX
Tarleton State – Stephenville, TX
Texas Christian University – Fort Worth, TX
Texas Tech University – Lubbock, TX
University of Houston – Houston, TX
South Padre Island Convention Center – South Padre Island, TX
Crossroads Church – Longview, TX
Garland Ind School Dist – Special Events Center – Garland, TX
Randolph Air Force Base – Randolph AFB, TX
Living Way Christian Church – Brownsville, TX
America's High School – El Paso, TX
City of McAllen – McAllen, TX
Houston Stallions – Houston, TX
Frenship High School – Wolforth, TX
Multicanchas
Town of South Padre – South Padre, TX
Midwestern State University – Wichita Falls, TX
Anna High School – Anna, TX
Lamesa Ind School District – Lamesa, TX
Roiz Athletic – Hidalgo, TX

Texas Southern University – Houston, TX
Westminster College – Salt Lake City, UT
Emery Athletics Facility – Carls Dale, UT
Dixie High School – St. George, UT
Notre Dame Academy – Middleburg, VA
Sports Booth LLC – Fredericksburg VA
Virginia Military Institute - Lexington, VA
Redeemer Lutheran Church – McLean, VA
Fort Belvoir – Fort. Belvoir, VA
James River Leasing Corporation – Manakin-Sabot, VA
The Lexington Group, LLC – Clifton, VA
Cairo American College – Springfield, VA
Hoop Magic – Chantilly VA
Salem Civic Center – Salem, VA
The Hoop – Vancouver, WA
Kent Events Center – Kent, WA
Calvary Christian Center – Pullman, WA
Sound Mind and Body Gym – Seattle, WA
Alaska Marine Lines – Seattle, WA
Horicon High School – Horicon, WI
University of Wisconsin- Green Bay - .Green Bay WI
Four Lakes Athletic Club – Elkhorn, WI
Marquette University – Milwaukee, WI
Chula Vista Resort – Wisconsin Dells, WI
Marshall University – Huntington, WV

West Liberty State College – West Liberty, WV
Fairmont State College – Fairmont, WV
Davis and Elkins College – Elkin, WV

CANADA

John Labatt Center – London, ON, CANADA
Oakville Basketball Club – Oakville, ON, Canada
Canada Games 2009 – Prince Edward Island - ON
University of Western Ontario – Woodbridge, ON
Brad Windt Sports Complex – Burnaby, BC CANADA
Red Deer Leisure Center – Red Deer, AB – CANADA
Collicutt Center – Red Deer, AB – CANADA
University of Southern Ontario – London, ON
Scotiabank Place – Ottawa, ON – CANADA
Ridley College Field House – St. Catherines, ON
The Abilities Centre – Whitby, ON - CANADA
Springvale Baptist Church – Stouffville, ON - CANADA
City of Moncton – Moncton, NB CANADA
Ryerson University – Toronto, ON - CANADA

International
HF Sport – Aruba Deutch Island
Atlantis Paradise Island - Bahamas

EXHIBIT B

**Indemnification and Insurance Requirements for all West Haymarket
Joint Public Agency Contracts (approved March 2012)**

*Approved by Law
01-03-2013*

**INDEMNIFICATION AND INSURANCE REQUIREMENTS
FOR ALL WEST HAYMARKET JOINT
PUBLIC AGENCY CONTRACTS**

1. INDEMNIFICATION

A. Indemnification of JPA

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS JPA AND JPA'S MEMBERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) (COLLECTIVELY, "LIABILITIES") ARISING OUT OF, RESULTING FROM OR CAUSALLY RELATED TO (IN WHOLE OR IN PART), PERFORMANCE OF THE CONTRACT THAT RESULTS IN BODILY INJURY, SICKNESS, DISEASE, OR DEATH CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE WHETHER OR NOT IT IS CAUSED IN WHOLE OR PART BY A PARTY INDEMNIFIED HEREUNDER.

Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against JPA, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.
- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to JPA and related to the Contract; and
 - (2) Any claims wholly caused by the JPA's sole negligence and excluding claims to the extent such claims are caused by the willful misconduct or gross negligence of the JPA.
- D. In the event of any litigation of any such claims shall be commenced against JPA, Contractor shall defend the same at Contractor's sole expense upon notice thereof from JPA. Contractor shall notify the insuring company that JPA reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of JPA without the express written consent of the JPA.

2. INSURANCE GENERAL PROVISIONS

- A. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to protect Contractor and JPA, its officers, agents, employees, volunteers and consultants from and against all liabilities and hazards as provided in these insurance requirements throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under Section 2. below and such insurance has been approved by the City Attorney for JPA, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- B. **Occurrence Basis Coverage.** All insurance shall be provided on an occurrence basis and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- C. **Authorized and Rated Insurers Required.** 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 by the City Attorney.
- D. **Certificates Showing Coverage.** Prior to commencing the Work, Contractor must furnish to JPA adequate written documentation including certificate(s) of insurance, which have the original signature of the authorized representative, declaration pages or other acceptable policy information evidencing the required coverage, endorsements, and amendments. The policy(ies) must contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify JPA in writing at least 30 days prior to any cancellation, except that only ten (10) days prior notice is required for cancellation due to nonpayment of premium. Upon request from JPA, a certified duplicate original of any required policy must be furnished. Certificate(s) should be sent to the following address:

West Haymarket Joint Public Agency
c/o City Attorney
City of Lincoln, Nebraska
555 South 10th Street
Lincoln, NE 68508

Certificates of insurance may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show JPA as additional insured except for applicable Worker's Compensation coverage, to include all work performed for JPA and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The inclusion of JPA as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for JPA, whether on an excess, contributory or other basis regardless of any other insurance coverage available to JPA, including by specific endorsement where necessary, as indicated in the following requirements.

- E. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

F. **Other Requirements.** Contractor agrees to waive its right of recovery against JPA for all claims and suits against JPA, except for claims and suits arising wholly out of the sole negligence, or to the extent caused by the gross negligence or willful misconduct, of JPA. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against JPA for all claims and suits, except for claims and suits arising wholly out of the sole negligence, or to the extent caused by the gross negligence or willful misconduct, of JPA. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against JPA for loss of its owned or leased property or property under Contractor's care, custody or control, except for the right of recovery or right of subrogation arising wholly out of the sole negligence, or to the extent caused by the gross negligence or willful misconduct, of JPA.

Contractor is not allowed to self-insure without the prior written consent of JPA. If granted by JPA, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by Contractor in lieu of insurance. Any and all JPA liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Upon notification to JPA of cancellation, non-removal, substitution or material alteration of any such policy(ies), JPA shall have the option to (i) if feasible, pay, on behalf of the Contractor, any and all such premiums, penalties, fees for expenses necessary to keep such policy(ies) in full force and effect; or (ii) in the event that such policy(ies) cannot be kept in full force and effect, enter into the open market to procure such policy(ies) of insurance on behalf of Contractor as required by this Agreement at the then current market rate. Upon any of the above occurrences, JPA shall invoice the Contractor for reimbursement of such premiums, penalties, fees, or expenses advanced on the JPA's behalf plus an additional fifteen percent (15%) of such advanced amounts as remuneration for JPA's overhead. Such amounts advanced by JPA shall be paid by the Contractor within thirty (30) days after delivery of a statement for such expense.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement. Allocated Loss Expense must be in addition to all policy limits for coverages referenced above.

If any portion of the operation is to be subcontracted by Contractor, Contractor must require that its subcontractors provide and maintain the insurance coverages set forth herein, naming JPA as an additional insured, and requiring that the subcontractors release, defend and indemnify JPA to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify JPA herein.

Failure to provide evidence as required by Section 2. will entitle, but not require, JPA to immediately suspend work under this Agreement until such evidence is provided. Acceptance of a certificate that does not comply with this section will not operate as a waiver of Contractor's obligations hereunder. The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor will not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by JPA will not be limited by the amount of the required insurance coverage.

3. INSURANCE REQUIREMENTS

A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of the Contract such insurance in the forms and minimum amounts as specified in this Section and as will protect Contractor and JPA from the following claims arising out of or resulting from or in connection with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

B. Worker's Compensation Insurance and Employer's Liability Insurance. The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees. This policy shall contain the following endorsement or language: "Waiver of subrogation in favor of JPA."

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

C. Commercial General Liability Insurance.

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing broad form contractual liability no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below.

Coverage	Min Amt	Notes
General	\$5,000,000/\$10,000,000	Each Occurrence/Aggregate
Products and Completed Operations	\$5,000,000/\$10,000,000	Each Occurrence/Aggregate
Personal and Advertising Injury	\$5,000,000/\$10,000,000	Each Occurrence/Aggregate
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

- (2) The required Commercial General Liability Insurance shall also include coverage for the following:
- Bodily injury and property damage.
 - Fire legal liability
 - Coverage for all premises and operations.
 - Personal and advertising injury.
 - Operations by independent contractors.
 - X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
 - Any fellow employee exclusions shall be deleted.
 - Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
 - Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
 - Liability coverage which shall include contractually assumed defense costs in addition to any policy limits.
 - Contractual liability coverage.
- (3) This policy shall also include the following endorsements which shall be indicated on the Certificate of Insurance.
- The definition of insured contract shall be amended to remove any exclusion or other limitation for work being done within 50 feet of railroad property.
 - Endorsement to provide the general aggregate per project endorsement.
 - Endorsement to provide waiver of subrogation in favor of and acceptable to JPA.
 - Endorsement to provide that the policy shall be primary and non-contributory with respect to any insurance carried by the JPA.
 - Separation of insureds.
 - Additional insured endorsement in favor of and acceptable to the JPA.
- (4) 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, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer). The definition of insured contract shall be amended to remove any exclusion or other limitation for any work done within fifty (50) feet of railroad property.

D. Vehicle liability insurance coverage.

The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to JPA.
- Additional insured endorsement in favor of and acceptable to JPA.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by JPA.
- Endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. Umbrella/Excess Insurance. At the Contractor's option, the Commercial General Liability Insurance coverage limits specified in Section 3.C. above may be satisfied with a combination of primary and Umbrella/Excess Insurance.

F. 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 \$5,000,000 per occurrence, \$10,000,000 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 Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following endorsements:

- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- Endorsed to include the Limited Seepage and Pollution Endorsement.

No other endorsements restricting coverage may be added. The original policy must be provided to Railroad prior to performing any work or services under this C&M Agreement.

In lieu of providing a Railroad Protective Liability Policy, Contractor may participate in ANY RAILROAD'S Blanket Railroad Protective Liability Insurance Policy available to JPA and JPA Contractors.

G. Special Provision. At the JPA's option, the minimum insurance requirements specified above may be increased or decreased by special provision in a JPA contract.

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against JPA.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

- A. The Contractor shall promptly notify JPA in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to JPA shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event JPA receives a claim or otherwise has actual knowledge of any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, JPA shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however JPA shall have no duty to inspect the project to obtain such knowledge, and provided further that JPA's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until JPA completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of JPA, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.
- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for JPA's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by JPA.

EXHIBIT C

Supply Bond

SUPPLY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, **Schelde North America, L.L.C.**, as **Principal**, and _____, a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Nebraska, as **Surety**, are held and firmly bound unto the **West Haymarket Joint Public Agency**, as **Obligee**, in the penal sum of **Thirty-Eight Thousand Six Hundred Seventy-Six and 00/100ths Dollars (\$38,676.00)**, lawful money of the United States of America and to the faithful payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators (or, assigns), firmly by this presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That:

WHEREAS, Principal has entered into the West Haymarket Joint Public Agency (JPA) Portable Basketball Goals Contract, Bid No. 12-288 ("Contract") dated _____, 2013, (an original of which is on file in the Office of the City Clerk of the City of Lincoln, Nebraska) which provided for the procurement, delivery and setup of the portable basketball goals, including the associated backboards, padding, goal and backboard attachments and other required features, as set forth in the Bid Specifications.

NOW, THEREFORE, if Principal shall timely procure, deliver and set up the portable basketball goals, including the associated backboards, padding, goal and backboard attachments and other required features, in accordance with the Contract, as require the execution of this Supply Bond, then this obligation shall become void, otherwise to remain in full force and effect. In the event Principal shall be declared by the Obligee to be in default under the above obligation, the Obligee may relet or otherwise complete the purchase, delivery and set up of the portable basketball goals, including the associated backboards, padding, goal and backboard attachments and other required features. Surety shall promptly indemnify and save harmless the Obligee to the limit of the penal amount of this bond from any loss, including but not limited to the Obligee's reasonable cost of such reletting or completion including the increased cost, if any, for the purchase, delivery and setup of the portable basketball goals, including the associated backboards, padding, goal and backboard attachments and other required features, and delay damages due to the Principal's failure to timely procure, deliver and set up the portable basketball goals.

Signed and dated this ____ day of _____, 2013.

SCHELDE NORTH AMERICA L.L.C.,
Principal

By: _____
Name: _____
Title: _____

_____, Surety

By: _____
Title: Attorney-in-Fact

(Accompany this Bond with Attorney-in-Fact's authority from Surety to execute this bond, certified to include the date of the Bond)

RESOLUTION NO. WH- _____

1 BE IT RESOLVED by the Board of Representatives of the West Haymarket Joint Public
2 Agency:

3 That the attached Contract for Professional Services between NCR Corporation and the
4 West Haymarket Joint Public Agency, to furnish and install “Point of Service Software and
5 Hardware” at the Pinnacle Bank Arena for the sum of \$300,536.82, is hereby approved and the
6 Chairperson of the West Haymarket Joint Public Agency Board of Representatives is hereby
7 authorized to execute said Contract on behalf of the JPA.

8 The City Clerk is directed to return a fully executed original of the Contract Agreement to
9 NCR Corporation, 3925 Brookside Parkway, Alpharetta, GA 30022.

10 Adopted this _____ day of January, 2013.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Chris Beutler, Chair

Tim Clare

Eugene Carroll

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
REQUEST FOR PROPOSAL BID NO. 12-257
CONTRACT FOR PROFESSIONAL SERVICES

THIS JPA CONTRACT FOR PROFESSIONAL SERVICES (“Contract”) is made and entered into as of this ____ day of January, 2013, by and between **NCR CORPORATION**, hereinafter called “Provider,” and the **WEST HAYMARKET JOINT PUBLIC AGENCY**, hereinafter called “JPA.”

RECITALS

WHEREAS, JPA has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Professional Services herein described, and has approved and adopted said documents and has caused to be published a Request for Proposals advertisement for and in connection with said Professional Services, to wit:

Point of Service Software and Hardware for the
West Haymarket JPA Pinnacle Bank Arena
Request for Proposal RFP No. 12-257

WHEREAS, the Provider, in response to such advertisement, has submitted to the JPA, in the manner and in the time specified, a sealed Proposal in accordance with the terms of said advertisement and the Point of Sale (POS), Retail and Back Office Specifications RFP 12-257.

WHEREAS, JPA, in the manner prescribed by law, has publicly advertised, opened, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Provider to be the lowest and best responder for the Professional Services for the sum or sums named in the Provider’s Proposal. Copies of the Bid Opportunity Detail, Notice to Proposers, the Instructions to Bidders, Addendums Nos. 1–3, and the Provider’s Proposal (collectively "Bid Documents") are attached hereto as Exhibit A.

WHEREAS, Provider possesses certain skills, experience, education, and competency to perform the Professional Services on behalf of the JPA and JPA desires to engage Provider for such services on the terms and conditions herein provided.

WHEREAS, Provider hereby represents that Provider is willing and able to perform the Professional Services in accordance with this Contract.

NOW, THEREFORE, in consideration of the above Recitals and the below mutual covenants and Contracts of the Parties hereto, the Provider and JPA do hereby agree as follows:

PERFORMANCE OF THE SERVICES. The Provider agrees to (a) timely and professionally complete the Professional Services related to the purchase and installation of hardware and software for the Arena as set forth in the Provider's Proposal and in accordance with this Contract, and to furnish all labor and materials and to pay all costs including taxes to complete the Professional Services; (b) apply for and obtain all necessary permits, certifications, licenses, variances, certifications, and approvals required by any applicable law or regulation that relate to the Provider's performance of the Professional Services.

COMPENSATION. JPA agrees to pay to Provider for the Professional Services set forth in the Provider's Proposal and Provider agrees to accept as full compensation therefor a sum not to exceed Three Hundred Thousand Five Hundred Thirty-Six and 82/100ths Dollars (\$300,536.82).

TERM. The term of this Contract shall commence upon execution of this Contract by both parties and shall continue until completion of all obligations of this Contract, unless earlier terminated in accordance with this Agreement.

INDEMNIFICATION. Provider agrees to defend, indemnify and hold harmless JPA to the same extent and under the same terms and conditions as required by the Indemnification and Insurance Requirements for All West Haymarket Joint Public Agency Contracts attached hereto as Exhibit B.

INSURANCE. Provider shall at all times during the term of this Contract purchase and maintain in place insurance coverage as required by the Indemnification and Insurance Requirements for All West Haymarket Joint Public Agency Contracts attached hereto as Exhibit B. Provider agrees to provide all types of insurance required by the JPA. Provider will furnish coverages against any and all perils required by the JPA.

NON-RAIDING CLAUSE. Provider shall not engage the services of any person or persons presently in the employ of the JPA for work covered by this Contract without the written consent of the JPA.

TERMINATION OF CONTRACT.

A. This Contract may be terminated by the Provider if the JPA fails to adequately perform any material obligation required by this Contract ("Default"). Termination rights under this paragraph may be exercised only if the JPA fails to cure a Default within ten (10) calendar days after receiving written notice from the Provider specifying the nature of the Default.

B. The JPA may terminate this Contract, in whole or part, for any reason for the JPA's own convenience upon at least ten days written notice to the Provider.

If the Contract is terminated by either the JPA or Provider as provided in A or B above, Provider shall be paid for all services performed, and reimbursable expenses incurred, not to exceed the above-mentioned Contract amount, up until the date of termination.

Provider hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of termination.

FAIR EMPLOYMENT. In connection with the performance of work under this Contract, Provider agrees that it shall not discriminate against any employee or applicant for employment with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status in accordance with the requirements of Lincoln Municipal Code Chapter 11.08 and Neb. Rev. Stat. § 48-1122, as amended.

FAIR LABOR STANDARDS. The Provider shall maintain Fair Labor Standards in the performance of this Contract as required by Chapter 73, Nebraska Revised Statutes, as amended.

ASSIGNABILITY. The Provider shall not assign any interest in this Contract, delegate any duties or work required under this Contract, or transfer any interest in the same (whether by assignment or novation), without the prior written consent of the JPA thereto; provided, however, that claims for money due or to become due to the Provider from JPA under this Contract may be assigned without such approval, but notice of any such assignment shall be furnished promptly to the JPA.

INTEREST OF PROVIDER. Provider covenants that Provider presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Provider further covenants that in the performance of this Contract, no person having any such interest shall be employed or retained by Provider under this Contract.

OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL.

Provider agrees to and hereby transfers all rights, including those of a property or copyright nature, in any reports, studies, information, data, digital files, imagery, metadata, maps, statistics, forms and any other works or materials produced under the terms of this Contract. No such work or materials produced, in whole or in part, under this Contract, shall be subject to private use or copyright by Provider without the express written consent of JPA.

JPA shall have the unrestricted rights of ownership of such works or materials and may freely copy, reproduce, broadcast, or otherwise utilize such works or materials as the JPA deems appropriate. The JPA shall also retain all such rights for any derivative works based on such works or materials.

COPYRIGHTS, ROYALTIES & PATENTS. Without exception, Provider represents the consideration for this Contract includes Provider's payment for any and all royalties or costs arising from patents, trademarks, copyrights, and other similar intangible rights in any way involved with or related to this Contract. Further, Provider shall pay all related royalties, license fees, or other similar fees for any such intangible rights. Provider shall defend suits or claims for infringement of any patent, copyright, trademark, or other intangible rights that Provider has used in the course of performing this Contract.

COPYRIGHT; PROVIDER'S WARRANTY.

A. Provider represents that all materials, processes, or other protected rights to be used in the Professional Services have been duly licensed or authorized by the appropriate parties for such use.

B. Provider agrees to furnish the JPA upon demand written documentation of such license or authorization. If unable to do so, Provider agrees that the JPA may withhold a reasonable amount from Provider's compensation herein to defray any associated costs to secure such license or authorization or defend any infringement claim.

INDEPENDENT CONTRACTOR. The JPA is interested only in the results produced by this Contract. Provider has sole and exclusive charge and control of the manner and means of performance. Provider shall perform as an independent contractor and it is expressly understood and agreed that Provider is not an employee of the JPA and is not entitled to any benefits to which JPA employees are entitled, including, but not limited to, overtime, retirement benefits, workmen's compensation benefits, sick leave and/or injury leave.

NEBRASKA LAW. This Contract shall be construed and interpreted according to the laws of the State of Nebraska.

INTEGRATION. This Contract represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Contract.

AMENDMENT. This Contract may be amended or modified only in writing signed by both the JPA and Provider.

SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

FEDERAL IMMIGRATION VERIFICATION.

A. If the Provider is a business entity or corporation, then in accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, the Provider 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 USC 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 Provider 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 Provider 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.

B. If the Provider is an individual or sole proprietor, the Provider agrees to complete the United States Citizenship Attestation Form as provided by the JPA and attach it to the Contract.

C. Public Benefits Eligibility Status Check. If the Provider is agreeing to determine eligibility for and provide a public benefit as public benefit is defined under Neb. Rev. Stat. §§ 4-108 through 4-114, the Provider agrees to have each applicant for public benefits attest that he or she is a U.S. citizen or qualified alien using the form attached. The Provider agrees to register and use the SAVE Program as required under Neb. Rev. Stat. §§4-108 through 4-114. If the applicant indicates he or she is an alien, the Provider shall verify the applicant's lawful presence in the United States as provided under the SAVE Program and retain all documentation and provide copies of such documentation at the JPA's request. For information on the SAVE program, go to www.uscis.gov/SAVE.

CONTRACT DOCUMENTS. The Contract Documents comprise the Contract and consist of the following, whether or not attached hereto:

1. Bid Documents – Exhibit A.
2. Indemnification and Insurance Requirements for all West Haymarket Joint Public Agency Contracts (approved March 2012) - Exhibit B.
3. Point of Sale (POS), Retail & Back Office Specifications RFP 12-257 – Exhibit C.
4. Other Non-Attached Contract Documents:
 - a. Sales Tax Exempt Forms (to be provided upon award of the Special Purchase).
 - i. Form of Nebraska Resale or Exempt Sales Certificate.
 - ii. Form of Purchasing Agent Appointment.

Note: Any portion of this project used for providing water service, such as pipe for water mains, are not tax exempt and are subject to sales and use tax.

Note: The remainder of this project, including items exclusively used for providing fire protection, such as fire hydrants, is exempt from sales and use tax.
 - b. Mortenson Construction-Pinnacle Bank Arena – Lincoln NE June Schedule Update.
 - c. Food Service Plans.
 - d. Any Bid Documents and/or Bid Attachments listed in the Bid Opportunity Detail not attached as part of Exhibit A.

This Contract, together with the other Contract Documents herein above mentioned, form this Contract and they are as fully a part of the Contract as if hereto attached or herein repeated.

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

REPRESENTATIONS. Each party hereby certifies, represents and warrants to the other party that the execution of this Contract is duly authorized and constitutes a legal, valid and binding obligation of said party.

IN WITNESS WHEREOF, Provider and JPA do hereby execute this Contract as of the Execution Date set forth above.

PROVIDER:

NCR CORPORATION

By: _____
Title: _____

JPA:

WEST HAYMARKET JOINT PUBLIC AGENCY

By: _____
_____, Chairperson of the West Haymarket Joint Public Agency Board of Representatives

EXHIBIT A

Bid Documents

Approved by Law
12-20-2012



[Return to Login](#) • [Supplier Registration](#)

Bid Opportunity Detail

Bid Number 12-257 Addendum 3 (RFP Point of Service Software and Hardware for the West Haymarket JPA Pinnacle Bank Arena)

Close Date & Time 10/24/2012 12:00:00 PM Central

Bid Duration 1 month 5 days

Bid Information

Bid Type RFP
Issue Date & Time 9/19/2012 3:00:46 PM Central
Close Date & Time 10/24/2012 12:00:00 PM Central
Bid Status Unsealed
Bid Notes

Contact Information

Contact Name Vince Mejer Purchasing Agent
Address Purchasing
 440 S. 8th St.
 Lincoln, NE 68516 USA
Department Purchasing
Floor/Room Suite 200
Contact Phone 1 (402) 441-8314
Contact Fax 1 (402) 441-6513
Contact Email vmejer@lincoln.ne.gov

Bid Documents

Document	Format	Description
Invitation Document	Adobe (PDF)	PDF Invitation to Bid
Bid Tabulation by Supplier Spreadsheet	Spreadsheet (XLS)	Bid Tabulation by Supplier Spreadsheet
Bid Tabulation by Line Item Spreadsheet	Spreadsheet (XLS)	Bid Tabulation by Line Item Spreadsheet

Bid Attachments

Location	File Name	Description
Header	12-257 adv.pdf (7KB)	Notice to proposers
Header	12-257 Insurance - March.pdf (234KB)	Insurance
Header	12-257 Specifications.pdf (24KB)	Specifications
Header	Unit Pricing.pdf (1.07MB)	Unit Pricing
Header	12-257 ftp.pdf (126KB)	Exhibits E and F
Header	12-257ad1.pdf (6KB)	Addendum No. 1
Header	12-257 con.pdf (40KB)	Sample Contract (per Addendum No. 1)
Header	12-257ad2.pdf (7KB)	Addendum No. 2
Header	12-257ad3.pdf (8KB)	Addendum No. 3

**Advertise 1 time
Wednesday, August 19, 2012**

**West Haymarket JPA
Purchasing Division
Notice To Proposers**

Sealed proposals will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: **12:00 pm, Wednesday, October 24, 2012** for providing the following:

**Point of Service Software and Hardware for the
West Haymarket JPA Pinnacle Bank Area
Request for Proposal Bid No. 12-257**

Submitters must be registered on the City/County's E-Bid site in order to respond to the above Bid. To Register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration"). Upon e-mail notification of registration approval, you may go to the E-Bid site to respond to this bid. Questions concerning this submittal process may be directed to City/County Purchasing at (402) 441-8314 or (402) 441-7410 or vmejer@lincoln.ne.gov

Addendum #1
RFP - Point of Service Software and Hardware for the
West Haymarket JPA Pinnacle Bank Arena
Bid No. 12-257

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

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

A sample contract has been attached to this proposal.

All other terms and conditions shall remain unchanged.

Dated this 11th day of October, 2012

Vince M. Mejer
Purchasing Agent

VMM:dw

Addendum #2
RFP - Point of Service Software and Hardware for the
West Haymarket JPA Pinnacle Bank Arena
Bid No. 12-257

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

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

Question #1 The RFP states that 7 copies of the proposal must be received on or before the proposal due date, but I don't see anywhere in the RFP where it discusses what should be submitted. Are we to include a response to each of the items that are listed starting on the page labeled Point of Sale (POS) Retail & Back Office Specifications? Some of these items are phrased as questions and/or are requesting a response, however others appear to be statements indicating desired/required functionality.

A. We outlined generally what we want or need, it is each submitters responsibility to submit proposals addressing everything in the specifications and to tell us why we should select your firm.

Question #2 Is there a desired format for the written response? I don't see that indicated in the RFP.

A. In addition to submitting the proposal page, there is no suggested format. Each firm must sell themselves.

Question #3 I see that there will be 2 bonds required for this project (Payment and Performance). Do we need to submit anything in our RFP response acknowledging this or by submitting, we agree to furnish the bonds required?

A. In the bid attribute section you need to check the bonding requirements, stating that you read and understand the requirement.

Question #4 Section 1.2 specifies a terminal with a membrane keypad with a 7" color touch screen user display for Concessions. Are we allowed to submit an alternate that meets all of the other requirements/specifications but doesn't use a membrane keypad?

A. Tell us how your system meets or exceeds these requirement.

All other terms and conditions shall remain unchanged.

Dated this 16th day of October, 2012

Vince M. Mejer
Purchasing Agent

Addendum #3
RFP - Point of Service Software and Hardware for the
West Haymarket JPA Pinnacle Bank Arena
Bid No. 12-257

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

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

- Question #1** **How many suites will the new arena have?**
A There are 36 Suites.
- Question #2** **I don't see any remote order printers on the required specification. Will there be any required for the project?**
A At the moment there are no requirements for the remote order printers.
- Question #3** **For Attachment "B" – our line item pricing doesn't fit within the layout of the attachment provided. There's also no where in the attachment to indicate any discounts being offered. Do we have to use the Attachment "B" provided in the RFP or can we use our own line item pricing format and just label it Attachment "B"?**
A Attachment B is to be used. Discounts and other line item pricing may be attached to the "Unit Pricing" form.
- Question #4** **If we have to use the Attachment "B" provided in the RFP, can you send over an Excel or Word copy? I don't have any way of electronically entering in our part numbers and pricing on the attachment provided as it's in PDF format. (if we can provide our own format, please disregard this question).**
A The part numbers and pricing can be hand written or typed if the pdf is inaccessible. An excel copy will not be provided.
- Question #5** **For the Labor piece, we bill for travel days. As there's no line item for this provided in Attachment "B", where can we include this? (if we can provide our own format, please disregard this question).**
A For travel expenses, see Unit Pricing Attachment B "Estimated Travel Expenses".
- Question #6** **Will there be a TCP/IP network connection for each network device (POS workstations and any remote order printers – if applicable)?**
A No there is network connectivity in all of the areas where workstations will be needed. The vendor will be responsible for distribution of the network signal inside of concession stands and additional areas where there are POS stations.
- Question #7** **What are the twenty 8-port Network Hubs being used for?**
A Please see previous answer
- Question #8** **What will be the IPTV interface be used for? What's the intended/desired functionality?**
A Possible interface with the menu boards and inventory control.
- Question #9** **For item 8.3, will you be providing your own online ordering customer facing website? If not, who's responsible for creating and maintaining the website?**
A Owner/Operator will be providing the website and also maintaining the website. Vendor will be responsible for the integration.

All other terms and conditions shall remain unchanged.

Dated this 18th day of October, 2012

Vince M. Mejer
Purchasing Agent



Leading the way in the new world of converged retail interactions



Pinnacle Bank Arena
West Haymarket JPA
Request for Proposal 12-257
Point of Sale
October 11, 2012
© NCR Corporation



Please Note

The recommendations for equipment, programs, products and services contained in this proposal are estimates based on the data you have furnished us and on our observations. While we believe our estimates to be sound, the degree of success with which such equipment, programs, products and services can be applied to data processing is dependent on numerous factors, many of which are not under NCR's control. Therefore, our estimates as to the results to be obtained must not be regarded as express or implied warranties.

All orders are subject to the terms of the Master Solutions Agreement (or other universal or master agreement) in effect between NCR the West Haymarket JPA at the time of such order. This proposal is made based upon the terms of NCR's standard Master Solutions Agreement, including but not limited to standard payment terms, liability limitations and exclusions, intellectual property ownership, dispute resolution, warranties, leasing requirements, and confidentiality. The estimated prices contained in this proposal were calculated based in part upon our assumptions including but not limited to the use of NCR's standard terms and conditions, the total amount of equipment, programs, products and services recommended in this proposal, as well as the data you furnished to us. Any changes to these assumptions may result in NCR re-pricing this proposal.

Unless otherwise expressly stated herein, prices quoted in this proposal shall be effective for a period of ninety (90) days from the date of this proposal.

Domestic US Statement

Base freight pricing quoted by NCR will be guaranteed for deliveries in 2012. However, for years 2013 through the end of the contract period, freight rates for deliveries will need to be revised according to "industry standard" rate changes in direct proportion to their impact on U.S. transport carriers. This review will occur annually during the anniversary month of proposal award date. In addition to this freight rate offering, NCR reserves the right, throughout the term of this offering, to adjust quoted prices due to the impact associated with industry fuel surcharges. NCR will review the rate structure when industry diesel fuel surcharges exceed a base charge of 110% of the U.S. National Average Diesel Fuel Index's published price per gallon at the time of this contract/proposal. From this review, NCR will determine if an increase in rate structure will be necessary.

International Statement

Base freight pricing quoted by NCR will be guaranteed for deliveries in 2012. However, for years 2013 through the end of the contract period, freight rates for deliveries will need to be revised according to "industry standard" rate changes in direct proportion to their impact on international transport carriers. In addition to this freight rate offering, NCR reserves the right, throughout the term of this offering, to adjust quoted prices due to the impact associated with air industry fuel surcharges. NCR will review the rate structure when international air industry fuel surcharges exceed a base charge of 110% of The British Airways World Cargo Fuel Index's (the leading air industry fuel index) published US dollar per kilo rate at the time of this contract/proposal. From this review, NCR will determine if an increase in rate structure will be necessary.

For new customers, NCR will invoice upon shipment. NCR will not hold assets for a customer after title has passed. NCR will not provide credit guarantees or other off-balance-sheet liabilities. Unless specifically set forth in this proposal, NCR does not make performance guarantees beyond warranties provided in our standard terms.

This proposal includes data that shall not be disclosed outside West Haymarket JPA and shall not be duplicated, used, or disclosed in whole, or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to NCR as a result of, or in connection with, the submission of this data, West Haymarket JPA shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit West Haymarket JPA right to use information contained in this data if it is obtained from another source without restriction.

The material in this proposal relating to NCR equipment, programs, products and services is to be treated as confidential and a trade secret of NCR and is not to be used or disclosed except to West Haymarket JPA employees on a need to know basis for the purpose of evaluating this proposal and who are subject to appropriate written undertakings consistent with these confidentiality and use restrictions.

Every effort has been made to identify trademark information in the accompanying text. However, this information may unintentionally have been omitted in referencing particular products. Product names that are not noted may also be registered trademarks or trademarks of their respective holders.

Copyright © 2012 by NCR. All Rights Reserved. Confidential, Unpublished Property of NCR.



NCR Corporation
3925 Brookside Parkway
Alpharetta, GA 3002

October 11, 2012

Vince Mejer
Purchasing Agent
City of Lincoln
440 South 8th Street, Suite 200
Lincoln, NE 68508

Vince,

Thank you in advance for the opportunity to respond to West Haymarket Joint Public Agency's point of sale request for proposal. NCR has read and fully understands the proposal.

After reading information outlined by West Haymarket JPA, we feel extremely confident that NCR's Venue Management solution combined with our deployment capabilities will far exceed your desired expectations and those of West Haymarket JPA. NCR has more than 128 years of experience delivering solutions to the Retail and Hospitality industry, and currently has an install base of over 240 venues, including the world's premier and most highly attended.

Our strong commitment to client satisfaction and delivering measurable results to our business partners contribute greatly to our success. Based on the combination of our innovative Venue Management solution and our deep industry expertise, we believe we are uniquely positioned to successfully deliver on your requirements with minimum risk and maximum return on investment.

Once again, thank you for the opportunity to participate in your selection process and please do not hesitate to contact me with questions.

Warmest regards,

Nyree Allen
Senior Account Manager
NCR Corporation
Hospitality Division
770-576-7195

Contents

Company Background.....	5
Event Based Venue Experience.....	6
Main NCR Venue Management Features & Benefits	7
Hardware Requirements.....	9
Terminal Physical Characteristics.....	9
Terminal Hardware Features	12
Back Office Hardware	16
Software Requirements.....	17
Hardware Maintenance and Annual Support	20
Installation and Training	23
System Functionality.....	25
Suite Catering	26
Company Information.....	27
Attachment B – Unit Pricing.....	29
Attachment C – Cabling Guide.....	31
Attachment D - Insurance Requirements.....	39
Attachment E - Corporate Signature and Authorization	40
Addendum #1	41

Company Background

NCR acquired Radiant Systems, Inc. in August 2011, positioning the company as the leader in hospitality and specialty retail with more than 100,000 installations worldwide. In addition to Radiant's strong foundation in point-of-sale technologies, we are now able to leverage over 128 years of retail innovation and experience as a part of NCR Corporation.

As the world's largest provider of self-service and full-service solutions, NCR is shaping the total point-of-service consumer experience across multiple industries in over 100 countries with POS software, self-checkout, kiosks, ATMs, and retail hardware maintenance and support. This makes NCR an ideal partner for your business transformation.

NCR's solutions maximize operational efficiencies, enhance the consumer experience and drive brand loyalty. The acquisition of Radiant Systems has allowed NCR to now provide a full suite of capabilities – from customer-facing to back-of-house - to enhance the consumer's overall experience.

With 206 offices worldwide and reach into more than 190 countries, 300 million transactions are enabled by NCR each day.

Following the recent acquisition, Radiant's solutions and services now encompass NCR's Hospitality and Specialty Retail (HSR) Division. The acquisition complemented NCR's suite of self-service solutions by adding Radiant's comprehensive portfolio of managed-service solutions. This also extended NCR's position in the retail and hospitality industries as the global leader in multi-channel self-service and consumer experience innovations.

Through our combined knowledge of changing consumer needs and the rapid acceleration of technology, NCR is able to provide its customers with the next generation of productivity gains and innovations in customer experience.

The Hospitality and Specialty Retail Division (HSR) has provided innovative solutions to leading restaurants, specialty retailers, convenience stores and sports/entertainment venues for over 25 years.

Event Based Venue Experience

The NCR Venue Manager solution (NCR VM) has a solid installation base of over 240 event driven venues across North America, Australia, Mexico and the UK.

This includes over 45 Multi Purpose Arenas including;

- Bell Center
- Rushmore Plaza Civic Center
- Agganis Arena
- American Bank Center
- Rupp Arena
- Bradley Center
- Spokane Arena
- MTS Center
- Staples Center
- HP Pavillion
- Resch Center
- Tallahassee Leon County Civic Center
- Boston College
- Enmax Center
- PNC Arena
- Gwinnett Arena
- Peoria Civic Center

Stadium, Arena, and Events-Based Venue Experience

NCR's Stadiums & Arenas solutions are installed in more NCAA/Major /Minor League sites than any other competitors' products:

- 10 major NCAA venues, all 5 BCS Championship stadiums,
- 21 NHL/NBA venues
- 17 MLB, 30 Minor League Baseball stadiums
- 18 NFL stadiums

The NCR VM solution is installed in the venues that have hosted the last 6 Super Bowls, the next Super Bowl, all 4 BCS Bowl games and the last 5 World Series.

Main NCR Venue Management Features & Benefits

The NCR VM solution is a “fit-for-purpose” Stadium, Arena and Venue Point-of-Sale (POS) and Management system comprised of the widest available mix of integrated fit-for-purpose technologies for the Stadium, Arena and Event-Based Venue markets including: Concession POS (fixed & portable), Restaurant/Bar POS, Suite Catering, In-seat service, Vending, Digital Menu Boards, Loyalty, Loaded Tickets and Gift Cards all integrated into one central BackOffice application. The NCR VM solution is built from the ground up to address Pinnacle Bank Arenas most pressing needs including:

- high up-time function
- real time reporting
- speedy transactions resulting in reduced guest wait times
- robust, easy to use hardware
- reliability resulting in improved customer service and lower ongoing total cost of ownership
- adaptable software that will continue to grow as your ideas do

NCR Venue Manager highlights include:

- Designed specifically for the Stadium and Arena marketplace.
- Automatic version control of modules to all workstations / users
- Over 300 real time event or date driven reports available by location, terminal, cash sales, terminal sales, inventory, event, event type, date range, stock family etc with automatic pre-configured emailing of reports
- Exporting of Information via EXCEL, HTML, PDF, XML
- Full stock control including vendor purchase orders, deliveries, transfers and stock takes
- Full integration of Concession, Suite Catering, Fine Dining, Vending, In-seat service with multiple warehouses
- Stock requests from POS terminals automatic to pre-defined warehouse
- Cash Room module to control venue cash management by location or terminal
- Manual or fully automated pre-event transfers to locations by event type or to PAR levels
- Complete real-time event stock monitoring and sales reporting, processes between 30 - 50 sales per second
- Incorporates industry standard technologies including SQL Server 2008 & TCP/IP
- Multiple events can be open simultaneously, by location
- Allows real time (during events) reconfiguration of POS data
- Multiple levels of user access, by department or module, full or read only
- Full Credit Card facilities at every POS terminal
- Completely scalable, with no practical limitation on number of POS Terminals, transactions or users
- Faster transactions result in higher throughput, reduced wait times and happier customers!

NCR POS Terminals, the coalface of the NCR VM solution, highlights includes:

- Approximate 3% failure rate for spill-proof NCR POS terminals as compared to 15-20% failure rate for PC-Based hardware terminals
- Fully portable (Diversus Air) units provide a POS terminal with built in receipt printer, scanner, 10 hour battery, wireless connectivity and a carry handle for easy re-location – perfect for coffee carts, ice-cream/confectionery carts and beer carts
- NCR POS terminals are highly redundant with internal batteries available on every terminal and a design that allows for a complete electronic journal even if the entire network is down
- Easy to use and easy to manage POS terminals results in optimal customer/cashier experience and lower support costs
- Fit for purpose POS form factor and optional barcode scanner provides the cashier and customer with the optimal ergonomic experience
- NCR terminals are ROM-based thus eliminating the need for virus protection while providing significant advantages over commercial operating systems that need to be managed and updated on a regular basis

Hardware Requirements

Terminal Physical Characteristics

1.1 The terminals should be reliable, with annual return rates over five (5) years of five percent (5%) or less.

- NCR terminals are ROM based with no fans and no moving parts. This results in a much lower return rate than competitive products. The terminals are spill proof and built for the stadium and arena environment.

1.2 A range of terminals should be available allowing a membrane keypad with seven (7") color touch screen user display for Concessions and a fifteen (15") color LCD touch screen for Restaurants and Bars.

- The Diversus Terminal is a hybrid membrane/touch screen terminal with a 7" color display, in-built mag stripe reader, 2 serial ports and usb ports and a powered cash drawer port.



- The Diversus Air terminal is a similar form factor to the Diversus, but comes with in-built printer, 802.11 a/b/g/n wireless access point, 10 hour battery and handle for easy relocation.



- The Q1515 terminal is a 15" color touch screen with 12 pages of category keys, powered serial ports, powered cash drawer port and is dual drawer enabled.



1.3 The terminals shall be splash proof, with a totally enclosed top surface, enabling the unit to withstand an accidental spillage of a full glass of liquid without interruption of operation.

→ Yes – Diversus terminals are tested to withstand a 5 gallon bucket of water

1.4 The terminals shall be able to withstand regularly cleaning with industrial strength cleaning agents.

→ Yes

1.5 The terminals shall be portable and easily re-located to different areas in order to satisfy the varying demand of different events/functions/promotions etc.

→ Yes – the terminals are light weight and can be easily relocated physically, with a terminal swap wizard function within the software to capture the changes.

1.6 The terminals shall have two (2) serial and two (2) USB ports as well as a dedicated cash drawer port.

→ Yes

1.7 A range of terminals should be available and have a minimum of two (2) levels of seventy (70) re-legible keys for Concessions and a minimum of 100 for Restaurants and Bars.

→ Diversus Terminals have two levels of 76 keys. Touch Screen terminals have 12 menu pages of 6 x 6 keys, with up to 480 user defined single, dual vertical, dual horizontal or quad keys, color and image support.

1.7.1 Key templates must be able to be reproduced easily and quickly on standard computer equipment.

→ Keypads are printed in either word or excel on regular letter sized paper.

1.8 Terminals should be rugged membrane or touch screen.

→ Yes – both models are available

1.9 The individual keys shall be no smaller than 20 x 15 mm to allow easy operation and readable legends.

→ Yes

1.10 Terminals must be capable of displaying a continuous subtotal on both the user and customer display and displays shall be backlit.

→ Yes

1.11 The terminals must have a small footprint and be of low profile and shall allow cash drawers to be mounted either on top or beneath the counter.

→ Yes – terminals can be mounted on 8” pedestals, with cash drawers mounted beneath the counter, or cash drawers and terminals can sit atop the counter.

Terminal Hardware Features

2.1 Shall have a low power-consumption, energy saving design with no fans or moving parts.

→ Yes – NCR POS terminals use decidedly less power than PC based terminals.

2.2 POS terminals shall have no dependence on Windows or SQL client access licenses.

→ Yes. The only SQL and Windows licenses that are required are on the back office server and workstation PC's.

2.3 All technologies required within a venue shall be capable of being integrated in the same system and share printers, e.g. Concession Terminals, Bar Terminals, Portable Terminals, Touch Screen Terminals and Hand Held units.

→ Yes. All terminals and software within the NCR Venue Management solution is integrated within the same system. All inventory is decremented real time, reporting can be consolidated and printers can be shared.

2.4 Each terminal shall be capable of supporting the following optional peripheral devices:

2.4.1 Data input devices such as, Magnetic Stripe Reader, Proximity Readers, etc.

2.4.2 Bar Code Scanner

2.4.3 Receipt and journal Printer

2.4.4 Customer display

2.4.5 RF Cashier or Loyalty Reader

2.4.6 Multiple Cash Drawers

→ Yes. All terminals proposed are capable of supporting all the described peripheral devices

2.5 The POS solution shall provide flexibility in networking options. Describe the options available with your solution.

→ The NCR VM POS Hardware is a proprietary ROM design which supports both TCP/IP connectivity and a lower cost, proprietary network solution known as QuestNet. See Attachment C for Cabling Guide.

2.6 Each terminal shall be capable of full operation without loss of data, in the event of back office computer or network failure.

→ In the event of a loss of network, all transactions will be stored at the terminal for immediate automated processing once the connectivity is regained. Credit cards can also continue to be accepted in “store and forward mode”. This means that the card is swiped and appears to authorize as normal, however the actual authorization won't occur until the transactions are downloaded and pushed through for authorization at the processor. A per transaction and per terminal limit may be set for this mode to limit risk of lost revenue.

2.6.1 Terminal shall be able to operate in offline mode for at least two (2) consecutive events before being reconnected.

→ The memory in the terminals is capable of storing transactions for at least 2 events. Additional memory can be added to the terminals to increase this functionality.

2.6.2 Once service has returned, data shall be downloaded to the server automatically without loss of definition.

→ Yes. Sales will download as normal.

2.7 Each terminal shall be capable of full operation without loss of data in the event of power failure.

→ Yes. Terminals will continue to operate in the event of power failure.

2.7.1 Concession terminals shall be able to operate for at least 30 minutes without power.

→ Concession terminals have a built in battery backup of up to 2 hours.

2.7.2 Restaurant and Bar terminals shall be able to operate for at least 15 minutes without power.

→ Touch screen terminals can operate for up to 20 minutes without power.

2.8 Each terminal shall be easy and quick to replace with only minor tweaks to back-office configuration.

→ Terminal swap wizard allows for speedy terminal changes to take place.

2.9 Each terminal shall have a unique device ID to identify it to the back office computer.

→ The terminals are identified by a serial number which becomes the identifier for both back office software and credit card processing.

2.10 Must have a terminal option that is capable of paging back through at least the 100 previous sales in the event of a query on a sale.

→ Yes – each terminal has the ability to scroll through closed sales that were processed in the current open event.

2.10.1 This procedure must be maintained even after the sale may have been transmitted to the back office.

→ Yes - Sales can be restored to the terminal (with appropriate security access) for modifications to the sale or tip where necessary.

2.11 Must have a terminal option that is capable of holding and retrieving multiple sales, so that a sale can be put on hold and another customer served in the event of a wait for a product or while a query on a sale is resolved.

→ Yes – with the appropriate clerk mode setting.

2.12 Must have a terminal option able to support stored table or tab charges, accessible from any terminal in the same location.

→ Yes

2.13 Terminals must be able to share any printer in the same location and printers must be able to be quickly re-assigned from the back office in the event of a printer failure.

→ Yes

2.14 Terminals must support multiple remote printing of selectable PLU's such as in Kitchen Printing.

→ Yes

2.15 All keys should be capable of being protected by selective access by job role (Manager, Supervisor, Cashier, etc.) or password controlled.

→ Yes – both options are available.

2.16 Terminals should support sales to specified Customer Accounts such as Owners or VIP accounts by way of magnetic swipe or optional RF card reader.

→ Yes

2.16.1 It should also have the capability to make payments to those Accounts and check balances.

→ Yes

2.17 Terminals must have the ability to change prices in the event of a magnetic swipe or optional reader for RF card presentation, based on the type of card swiped, e.g. PayPass, VIP, Member or Employee Meals.

→ Yes – multiple rules can be set for discounts, price level changes and points accrual.

2.18 If a fixed price award is made for Employee Meals, certain products must be automatically disabled when the card is swiped to avoid expenditure on such items as alcohol.

→ Yes

2.19 The following "cash register" key functions are the minimum requirement:

2.19.1 Fast PLU keys and PLU entry key.

→ Yes

2.19.2 Fast cash keys, with assigned tendered amount e.g. \$5, \$10, \$20, \$50 & \$100, Next Dollar, Exact Dollar.

→ Yes

2.19.3 Miscellaneous keys, e.g. Subtotal, Clear, Hold/Recall sale.

→ Yes

2.19.4 Each key or keypad must be capable of being configured for the full range of key options, remotely via the back office computer.

→ Yes

2.19.5 The system shall provide a full electronic journal for each transaction, with optional data appended for time, date, terminal number, Cashier I.D., and membership number.

→ Yes

2.19.6 Each PLU shall have the ability to have at least four (4) price levels associated with it, and the price level shall be capable of being changed from the back office computer at user defined times.

→ Yes

2.19.7 Price levels and individual price changes shall be capable of changing automatically during an event.

→ Yes

2.19.8 Price levels shall be selectable by a pre-determined schedule during an event.

→ Yes

2.19.9 Where one of the available price levels is a member's price; for example, this price level should automatically be selected if a membership card is presented.

→ Yes

Back Office Hardware

3.1 Should include the following servers:

3.1.1 One Database Server - (Rack mount, Dual Quad-Core Xeon E5520, 8 GB RAM, Microsoft Server 2008 Standard, 4 x 500 GB 2.5 in SATA drives, DVD, 2 NICs, 750 W power supply)

3.1.2 One COMMS Server - (Rack Mount, Quad-Core Xeon E5506, 4 GB RAM, Microsoft 2008 Server Standard, 2 x 250 GB SATA drives, DVD, Embedded NIC, 400 W power supply)

3.1.3 One POS Server - (Rack Mount, Quad-Core Xeon E5506, 4 GB RAM, Microsoft 2008 Server Standard, 2 x 250 GB SATA drives, DVD, Embedded NIC, 400 W power supply)

3.1.4 Microsoft Server 2008 Standard - must be bought with Open License and Software Assurance.

3.2 The servers will be located on the Event Level Room TR B115.

3.3 The racks will be provided by others.

→ Yes. See unit pricing.

Software Requirements

4.1 POS and Back Office software must provide a fully integrated solution, with no dependency on 3rd party solutions, including Loaded Tickets and Gift Cards.

→ Yes – NCR Venue Manager is a purpose built, fully integrated solution. No dependency is required to accept loaded tickets or to run a gift card or loyalty program. These programs can also be combined with 3rd party solutions if and where requested.

4.2 Provide credit card authorization times, from swipe to receipt print, for a POS in a live environment during the peak transaction time of an event.

→ The terminals are designed specifically for the industry hence all functionality is developed to aid speed of service. External processing times such as credit cards are subject to external factors but based on our extensive install base, average well below 2 seconds.

4.3 Complete POS system and back office shall be PA-DSS compliant, which meets PCI requirements for payment applications.

4.3.1 Please provide the version of PA-DSS your proposed system is certified against.

→ PA-DSS Version 2.0

4.3.2 Please provide any details of your history with PA-DSS compliance, were upgrades of hardware and / or software required?

→ Our software has remained PCI compliant and is frequently re-certified as regulations and software versions change.

4.4 POS and Back Office software must also allow for easy integration with 3rd party solutions, including Loaded Tickets, Gift Cards, Digital Menu Boards, and ipTV.

→ Yes – we provide a software development kit to prospective third party integrators to integrate to our solution. NCR also has a digital menu board solution, Texas Digital that is fully integrated to the NCR Venue Management solution.

4.5 The back office software shall be fully integrated so that sales and inventory data from Concessions, Retail, Suite Catering, Restaurants, Bars, Merchandising and In Seat Service can be contained in a single report.

→ Yes – sales from all areas of the venue are consolidated into one database and can be reported on in a single report.

4.6 Back office software shall include a full-featured, integrated reporting engine, with common reports on sales, inventory, stock, clerks, etc.

→ NCR VM contains over 300 configurable reports, with the ability to store a users most common/favourite reports in a profile for ease of use.

4.7 Event or day driven, with ability to have multiple event opens concurrently.

→ Yes – multiple events can be opened concurrently assuming no single location is in more than one event.

4.8 Each sales transaction shall be assigned a unique transaction number to assist in audit trail.

→ Yes. Transactions can also be located using media type, dollar value, location, terminal and clerk.

4.9 Back Office software shall support multiple security access levels based on user profiles.

→ Yes. Both simple and complex passwords are required depending on the area of software that is being accessed.

4.9.1 Security shall be structured to allow access to only certain parts of the system, but shall also be able to restrict those parts to full access or read only.

→ Yes

4.10 Credit Card software shall fully integrate with all Points of Sale.

→ Yes

4.11 Ability to have variable stocking, transfer & selling units with additional purchasing unit definable by supplier.

→ Yes. This can all be user defined.

4.12 Purchasing component should have a direct link to Sysco for on-line ordering.

→ Yes. This functionality requires a license.

4.13 Ability to update the back office software or the software operating in the terminals from one central point, and in real-time.

→ Yes. Terminals can be updated from any workstation with the appropriate access rights. Back office software is typically upgraded by NCR, but ability can be given to the client with the correct expertise.

4.14 Ability to assign multiple warehouses per location.

→ Yes

4.15 Ability to enter Stock at the POS terminal so that it appears directly in the stand worksheet (including Ending Counts, Employee Meals, and Spoilage).

→ Yes. This functionality can be password protected or controlled by access levels.

4.16 Full reporting package including comprehensive physical, terminal and cash sales reporting by event type, event, and date range.

→ Yes. All reports can be run by event, event type, date range, year over year and more.

Hardware Maintenance and Annual Support

5.1 Describe your hardware maintenance options and support services.

5.1.1 Describe what services are included in your annual fee and what services are additional costs.

→ Below is a description of our support and maintenance services. All helpdesk and support services, including 24/7/365 helpdesk support, remote dial in assistance, version upgrades and bug fixes are included in the annual payment.

Support and Help Desk Services

NCR offers a world class customer support center with trained technicians available to diagnose and resolve both operational and technical issues.

We offer 24x7x365 Comprehensive Support Services which allows for Client locations to contact our help desk directly with any question or issues related to the proposed solution. NCR provides site level and administrator level support services. Site level supports the operation or site directly, usually working with the unit manager or general manager, leveraging remote access tools specific to our solution. Unit and general managers would have a basic knowledge of the systems routine operations.

Administrator support would be with a campus expert who had technical knowledge of the site network infrastructure, advance windows experience and detailed functional knowledge of the NCR System.

Equipment Maintenance

To ensure that the appropriate hardware support and maintenance solution exists over the life of our solution, NCR offers Standard Equipment Maintenance Packages and Add-On Services. These offerings enable our clients to realize a greater return on their technology investment (ROI) over the life of the solution. These services include Standard Equipment Maintenance Packages, Premium Add-On services, and Warranty options.

NCR Standard Equipment Maintenance Offering

Below is an overview of NCR's Standard Equipment Maintenance Offering as well as the additional offerings that can be extended to clients for an additional annual charge. In all cases, the problem is diagnosed by NCR or a Certified Client Help Desk. A part is sent to the client upon diagnosis of issue. Unless otherwise noted, the client is responsible for installing the part at the site and shipping the defective part to NCR.

Standard Repair and Return Service

Under this plan, the Customer will be required to receive authorization either using eSupport or following the RMA form process. The Customer will be responsible for shipping the failed or malfunctioning item of Equipment to NCR. NCR will perform a complete repair and refurbishment of the unit within 10 business days of receipt. If external vendor repair is required, the ten (10) Business Day repair window will be extended as necessary. NCR will then ship the part back to the customer using a Ground delivery service. The above described service is referred to as the Repair and Return flat rate plan. NCR also offers a Repair and Return time and materials plan which reflects more of a pay as you go solution, but with longer unit turnaround times.

Premium Equipment Maintenance Offering

5 x 9 NBD Delivery - Advanced Exchange – Parts Only

- Requests are processed by 3:00pm local time. Requests received after
- 3:00pm local time will be processed the next business day and scheduled for delivery the following business day.
- Parts are available for delivery to any location within the continental
- United States on the next business day (NBD).
- Parts are delivered 5 days a week (Monday - Friday), 9 hours a day (8:00am – 5:00pm local time).
- VS and VX terminals are only available for repair and return service.

Hardware Support and Maintenance

NCR's Hardware Support model was designed to ensure that the appropriate support offering exists over the life of the hardware solution and that each customer can implement a program to match their own unique needs. These offerings enable customers to realize a greater return on investment by customizing a service program based on budget and specific business requirements.

This document serves as an overview of the Field Services base programs along with extended and complementing services. It also includes applicable policies and procedures to utilize the various programs.

Standard First Year Warranty

NCR's standard first year warranty is provided at no additional cost. It includes a 12 month warranty using our repair and return service offering. Any first year warranty can be upgraded to include a higher level of service such as Next Business Day service, except for VS and VX terminals. VS and VX terminals are only available for repair and return service.

New 60-Day Warranty

All NCR serialized parts come with a "New for New" replacement period as part of the standard first year warranty. This warranty will replace parts within 60 days from the ship date with a new part using NCR's Next Business Day service.

To fulfill this warranty, the standard replacement process is followed by logging a hardware replacement request. The hardware replacement case must be logged by 6pm Eastern Standard Time in order to ship the same day. When placing the request, the system will automatically determine if the serial number and part combination shipped to the customer in the past 60 days.

IMPORTANT NOTE

IF THE EQUIPMENT IS STILL WITHIN THE NEW FOR NEW WARRANTY PERIOD AND THE INCORRECT SERIAL NUMBER IS PROVIDED, THE SYSTEM WILL NOT MATCH THE PART TO THE ENTITLEMENT DATABASE AND THE CUSTOMER WILL RECEIVE A REFURBISHED UNIT INSTEAD OF A NEW PART. THE CUSTOMER IS RESPONSIBLE FOR PROVIDING THE CORRECT SERIAL NUMBER AND PART NUMBER COMBINATION.

Hardware Maintenance Methodology

NCR's hardware maintenance service follows a whole unit replacement methodology.

Each replacement unit undergoes rigorous inspection and testing processes to ensure that the hardware is in excellent condition. During this inspection the hardware is updated with the latest engineering changes to make certain that every component is up to our current standards for NCR's newly manufactured equipment. In other words, the entire unit is analyzed and repaired over and above the reported issue. This guarantees a lower overall return rate with less impact on the site's operation. This methodology is used in each service offering.

In addition, NCR's standard service offering is designed to protect from costly unbudgeted repairs and to extend the useful life of the equipment. This is accomplished by completely refurbishing the unit and addressing the three most common return scenarios:

Functional Failure

This includes loose components, port and board failures, processor failures, power supply failure, etc. Functional failures are associated with failures that should not occur during the useful life of the terminal.

Normal Wear

This includes normal wear on all parts, including worn touch glass, touch failures, display failures associated with the back-light of the LCD panel, MSR failures, etc. Wear related failures are associated with components that can wear out prior to the end of useful life of the product.

Process Breakdowns

This includes any breakdowns in the service process by NCR or the customer, including no fault found, software or operating system errors, calibration problems, configuration errors, etc. These instances should be resolved by the customer without a replacement, but periodic occurrences are covered.

Service Offerings

Next Business Day Advance Exchange Depot 5x9 Part Only:

Requests received by 6 pm Eastern Standard Time are processed that day; requests received after 6 pm Eastern Standard Time, will be processed the next business day and scheduled for delivery the following business day.

Part may be shipped to the customer site (typically) or to the channel partner office based on what is selected at the time the case is logged. The customer site personnel or channel partner may install the replacement part and return the failed part to NCR. NCR pays for shipping to the site and channel partner pays for shipping back to NCR. The failed part must be returned to NCR within 30 days.

Repair and Return Service:

Under this plan, the Customer will be required to receive authorization either using eSupport or following the RMA form process. The Customer will be responsible for shipping the failed or malfunctioning item of Equipment to NCR. NCR will perform a complete repair and refurbishment of the unit within 10 business days of receipt. If external vendor repair is required, the ten (10) Business Day repair window will be extended as necessary. NCR will then ship the part back to the customer using a Ground delivery service. The above described service is referred to as the Repair and Return flat rate plan. NCR also offers a Repair and Return time and materials plan which reflects more of a pay as you go solution, but with longer unit turnaround times.

5.2 Show a five (5) year total cost of ownership.

Year	Cost Analysis	Total
Year 1	Initial Purchase + Expenses + Support	\$292,920.62
Year 2	Support + Anticipated POS Repairs*	\$17,773.72
Year 3	Support + Anticipated POS Repairs*	\$17,773.72
Year 4	Server Replacement + Support + Anticipated POS Repairs*	\$30,496.00
Year 5	Support + Anticipated POS Repairs*	\$17,773.72
Total		\$376,737.78

*Assumes repair and return, not advanced exchange

Installation and Training

6.1 Please include an installation plan and timeline along with initial training schedule. Include event monitoring for three (3) events, to be at the request of the client.

Sample Installation Plan

Tasks and Deliverables	Due date	Owner
Statement of Work to client for review	Approx 8 weeks Before Go-Live	NCR
Site Survey	Approx 8 weeks Before Go-Live	NCR
Credit Card Merchant Information Configuration Document Provided to Client	At least 6 weeks Before Go-Live	NCR
Purchase of POS server hardware (Signature on Radiant Purchase Order)	At least 6 weeks Before Go-Live	Venue
Statement of Work signed and returned to Radiant	5 Weeks Before Go-Live	Venue
Pre-Installation Packet Sent to Client	4+ Weeks Before Go-Live	NCR
Training Schedule and Packet Provided to Client	4+ Weeks Before Go-Live	NCR
Credit Card Merchant Information Configuration Document completion	4+ Weeks Before Go-Live	Venue
Network installation	4+ Weeks Before Go-Live	Venue
Wireless Network Installation (Portables)	4+ Weeks Before Go-Live	Venue
Delivery of all goods (hardware)	4 Weeks Before Go-Live	NCR
Confirmation of delivery of hardware	4 Weeks Before Go-Live	Venue
Setup and configuration of Venue Management Application	3-4 Weeks Before Go-Live	NCR
Credit and Debit card setup and testing	3-4 Weeks Before Go-Live	NCR
QVM System Overview and Database Training	3-4 Weeks Before Go-Live	NCR
POS System installation of terminals and all peripherals	2-3 Weeks Before Go-Live	NCR
POS System Training (Cashier, Bartenders, F&B Supervisors)	Week of Go-Live	NCR
Resources on site for Event Monitoring and "Go Live" support for first event	Go-Live Date	NCR
Resources on site for Event Monitoring and "Go Live" support for second event	TBD	NCR
Resources on site for Event Monitoring and "Go Live" support for third event	TBD	NCR

Initial Training Plan

The personnel responsible for the following areas will be required at the nominated training sessions:

Site Management (SM)	Cash Room (CR)
Quest Point of Sale Management (QM)	Suite Catering (SU)
IT Systems (IT)	Vending (V)
Concessions (CO)	In Seat (IS)
Warehouse (W)	Restaurant (R)

Day 1		
Lesson	Timing	Staff Required
Introduction	9:00 am	All
QVM System Overview	9:15 am	All
Organization and Departments	10:00 am	All
Tax Levels, GL Codes, Suppliers	11:00 am	All
Lunch	12:00 pm	
Groups and Categories	1:00 pm	All
Stock (Supplied Item and Recipe Setup)	2:00 pm	All
Break	3:00 pm	
Stock (Supplied Item and Recipe Setup)continued	3:15 pm	All
Introduction to Reports	4:00 pm	All
Data Entry Workshops (continued)	4:30 pm	All
Close	5:30pm	
Day 2		
Lesson	Timing	Staff Required
Review Stock Setup & Data Entry	9:00 am	All
Stock Families and Locations	9:30 am	All
Clerks and Access Levels	11:30 am	GM, SC, IT
Lunch	12:00 pm	
Clerk Types and Clerk Security	1:00 pm	All
Keypads	1:30 pm	CO, SU, V, IS, R
Events and Event Types	2:30 pm	All
Data Entry Work Shops(continued)	3:00pm	All
Close	5:00pm	
Day 3		
Review Stock Setup & Data Entry	9:00 am	All
Suite Catering	10:00 am	SU
Lunch	12:00 pm	
Suite Catering	1:00 pm	SU
Data Entry Work Shops (continued)	3:00 pm	All
Close	5:00 pm	

Include resources to revisit the venue, six (6) months after opening for re training. (Included in Unit Pricing)

System Functionality

7.1 Full cash room facilities with entry at concession or terminal level and break down by cashier.

- Yes. Cash room also operates independently to the rest of the system, meaning the event can be closed prior to the cash room completing their entries. This functionality allows operational users of the system to get home faster.

7.2 Full reporting capability with Physical, Terminal and Cash sale variations, with the ability to drill down to full cashier audit.

- Yes. The NCR VM software is uniquely designed to compare physical sales, to cash sales, to terminal sales. This triangle approach allows for the greatest inventory and cash control.

7.3 Search for individual transactions by terminal, sale ID, credit card, quantity or price.

- Yes. Using Sales Browser, you can search for individual transactions by the above and more.

7.4 Ability to perform pre-event and event day stock transfers.

- Yes. Inventory levels will be updated real time.

7.5 Employee meals should be tracked by individual employee; by day, month, year (amount spent, product purchased) with optional use of employee swipe card.

- Yes - with the ability to automatically recharge the card for each event.

7.6 Sales and stock should be able to be monitored by real time from any manager workstation.

- Yes.

7.6.1 It is preferable that monitors can be defined with user alerts when crucial stock lines fall below minimum levels.

- Yes.

Suite Catering

8.1 Should support multiple customers per suite.

→ Yes – multiple customers per suite and multiple suites per customer.

8.2 Multiple service levels definable by order type and customer.

→ Yes – service charge is configurable based on the customer or order type.

8.3 Should provide advance day ordering, advanced day web ordering, and event day ordering with full customer summary and optional payment methods.

→ Yes – advanced day web ordering is currently handled via integration with a third party web developer, but will be an in-house offering in a future version.

8.4 The ability to individually assign special items (such as cutlery, special side orders) to products.

→ Yes

8.5 Configurable product entry for special requirements that do not exist in the system.

→ Yes - special instructions can be sent to the kitchen and listed on kitchen production reports and captains notes.

8.6 PAR level definition by Suite.

→ Yes - PAR levels can be set up by customer assigned to the suite.

8.7 Full aged accounts.

→ Yes

8.8 Ability to generate kitchen production schedule.

→ Yes

8.9 Ability to produce kitchen labels.

→ Yes. NCR also has “Sticky Media” which is receipt on label for more accurate labelling on suite orders.

Company Information

9.1 Provide company history for POS Systems in the Stadium and Arena industry, including acquisitions and any product changes as a result.

- From humble beginnings in Adelaide, Australia – the Quest Point of Sale Solution (now known as NCR Venue Management) was first installed at INVESCO Field in Colorado in 2001. Between 2001 and 2007, the installation base grew so rapidly that the Quest Point of Sale solution was installed in more stadiums and arenas in North America than any other event based product. In January of 2008, Quest was acquired by Radiant Systems and moved its corporate headquarters to Atlanta, GA. The product and solution remained untouched, with all existing engineers, product development and implementation staff continuing as Radiant employees. In July of 2011, Radiant Systems was acquired by the largest Point of Sale Hardware and Software provider in the world, NCR Corporation. What was formally the Quest solution continues today as NCR Venue Management located in Atlanta, GA. With an installation base of more than 240 event based venues in North America, it continues to be the only solution built from the ground up for event based POS management.

9.2 Provide information on five (5) recent projects of similar size or scope that have been completed by your company.

9.2.1 Provide the project name and a client point of contact for each with name, title, address and phone number.

- Oklahoma City Redhawks - Seating 13,000 fans, Chickasaw Bricktown Ballpark has an installation base of fixed and portable concession terminals, bars and restaurants and in-seat service.

Travis Johnson – General Manager
o: 405-218-1000 x239
tjohnson@prosports catering.com

- Dayton Dragons - Seating 8,200, Fifth Third Field utilizes fixed and portable concession terminals along with Suite Catering.

Austin Sagolla – Director of Food and Beverage
o: 937-610-3192
asagolla@prosports catering.com

- The Iowa Events Center consists of the existing Veterans Memorial Auditorium, the existing Polk County Convention Complex, the new Hy-Vee Hall, and the new Wells Fargo Arena. Recently implemented, the point of sale install covers concessions (fixed and portable), bars and suite catering.

Dawn Lloyd - Concession Manager
o: 515-564-8026
dlloyd@iowaeventscenter.com

- Tallahassee Leon County Civic Center seats 13,000 and is host to concerts, family shows, sporting events and tradeshow. The Civic Center utilizes fixed and portable concession terminals, bars and suite catering point of sale.

Kurt Heinlen - Director of Food and Beverage Operations
o: 850-487-1691 x 268
kheinlen@tlccc.org

- John Labatt Centre is a sports and entertainment facility in Ontario, CA. Seating up to 10,000 people, the arena utilizes concessions and bar point of sale.

Linda Recke
Regional Manager
o: 609-656-3248
lrecke@phildelphiaunion.com

9.3 Describe the installation base of your current software and hardware solution.

- The NCR Venue Management solution is installed in 240 event based venues in North America, including 20 NFL Venues, 18 MLB venues and 20 NBA/NHL arenas. Our solution has been used to operate the last 5 MLB World Series and the last 6 Super Bowls. The largest implementation is at Sun Life Stadium in Miami where more than 1000 points of sale are installed.

9.4 When and where was your oldest install of current hardware and software?

9.4.1 How much of the original installed hardware has been replaced?

- Our original installation at INVESCO Field is 11 years old and still utilizes 80% of the original hardware, whilst operating on the latest version of back office software.

9.5 Describe the POS provider's company involvement in green, environment-friendly practices.

- The NCR Venue Management terminals are ROM based, meaning they have no fans and no moving parts – this results in much less energy consumption than competitive products. Additionally, NCR participates in recycling programs in all offices, offers disposable cups for visitors only and has a green council who are always looking for ways to reduce our impact on the environment.

Attachment B – Unit Pricing

Line No.	Section Headers	Description	Qty	Unit	Part #	Unit Price	Line Total
01	Point of Sale Hardware	Membrane Keypad & Touchscreen Cashier Display POS Terminal with integrated Mag Stripe Reader, Customer Display, and Battery	93	EA	QS710-0001K	\$885.00	\$82,305.00
02	Point of Sale Hardware	15" Touch Screen POS Terminal with integrated Mag Stripe Reader, Battery and Customer Display	11	EA	Q1515-0001-BBK	\$2,360.00	\$25,960.00
03	Point of Sale Hardware	Cash Drawer	101	EA	CD10176	\$175.00	\$17,675.00
04	Point of Sale Hardware	Cash Drawer Brackets	77	EA	CD00141	\$30.00	\$2,310.00
05	Point of Sale Hardware	Thermal Receipt Printer	87	EA	P206F001	\$374.00	\$32,538.00
06	Server Hardware	Server Rack with Keyboard and Monitor Switch	1	EA	PROVIDED BY OTHERS	\$ -	\$ -
07	Server Hardware	Database Server (Rack mount, Dual Quad-Core Xeon E5520, 8 GB RAM, Microsoft Server 2008 Standard, 4 x 500 GB 2.5 in SATA drives, DVD, 2 NICs, 750 W power supply)	1	EA	OA10755	\$6,445.00	\$6,445.00
08	Server Hardware	Comms Server (Rack Mount, Quad-Core Xeon E5506, 4 GB RAM, Microsoft 2008 Server Standard, 2 x 250 GB SATA drives, DVD, Embedded NIC, 400 W power supply)	1	EA	OA10753	\$3,139.00	\$3,139.00
09	Server Hardware	POS Server (Rack Mount, Quad-Core Xeon E5506, 4 GB RAM, Microsoft 2008 Server Standard, 2 x 250 GB SATA drives, DVD, Embedded NIC, 400 W power supply)	1	EA	OA10753	\$3,139.00	\$3,139.00

		supply)					
10	Software Licensing	Venue License	1	EA	SQ00013	\$10,000.00	\$10,000.00
11	Software Licensing	Credit Card Software License	1	EA	SF00175	\$10,000.00	\$10,000.00
12	Software Licensing	Suite Catering License	1	EA	SQ00018	\$5,000.00	\$5,000.00
13	Software Licensing	Workstation License	6	EA	SQ00006	\$1,000.00	\$6,000.00
14	Software Licensing	SQL Server 2008 Open License	1	EA	P999F047K	\$2,090.00	\$2,090.00
15	Networking Equipment	15" CAT 6 Cable	104	EA	CB10537	\$12.00	\$936.00
16	Networking Equipment	Printer Control Module	6	EA	QQ00006	\$225.00	\$1,350.00
17	Networking Equipment	8 Port Network Hubs	20	EA	QQ00008	\$45.00	\$900.00
18	Networking Equipment	Ethernet Control Modules	8	EA	QQ00003	\$395.00	\$3,160.00
19	Interfaces	Menu Boards	1	EA		\$5,000.00	\$5,000.00
20	Interfaces	On Line Suite Catering	1	EA		\$5,000.00	\$5,000.00
21	Interfaces	Sysco On Line Ordering	1	EA		\$5,000.00	\$5,000.00
22	Interfaces	ipTV	1	EA		\$5,000.00	\$5,000.00
23	Labor	Project Management (days)	6	DAYS		\$1,000.00	\$6,000.00
24	Labor	Installation and Testing (days)	15	DAYS		\$1,000.00	\$15,000.00
25	Labor	Training (days)	14	DAYS		\$1,000.00	\$14,000.00
26	Labor	Event Monitoring (days)	21	DAYS		\$1,000.00	\$21,000.00
27	Estimated Travel Expenses*	Flight costs (Monthly)	18	MOS		\$650.00	\$11,700.00
28	Estimated Travel Expenses*	Daily expenses inc accommodation	57	DAY		\$250.00	\$14,250.00
29	Estimated Shipping Charges*	Shipping Charges	1	EA		\$9,000.00	\$9,000.00
*These items will be billed at actual expenses, but not to exceed the amounts listed unless approved in writing by PC Sports.							
Total Bid							\$323,897.00
							\$(40,592.58)
							\$283,304.42
30	Annual Support & Maint.	Annual Support and Maintenance	2	YR		\$8,616.20	\$17,232.40
		TOTAL BID WITH 2 YEAR SUPPORT & MAINTENANCE					\$300,536.82
A01	Alternates	Alternate 1 - Wed Based Software System	1	EA			No Bid

Attachment C – Cabling Guide



NCR Cabling Guide for Venues
2012

Introduction

The following guide is designed to provide for the successful installation of a Quest Point-Of-Sale solution in a typical Attraction, Stadium or Arena (Venue).

The Quest POS system provides a best of technology approach using high-speed, high bandwidth, high security networks for back office and venue backbone areas and lower cost, reliable and flexible options where it is needed.

Importantly there are many ways that a venue can be cabled, some are better than others. These guidelines are made after many successful installations around the world.

It is highly recommended that only competent / experienced network contractors are used for large installations ensuring that the contractor has relevant experience and qualified references. This document should be made available to the venue cabling contractors (and any sub-contractors).

Following the recommendations outlined will give you many years of reliable POS network operation. Not only is network redundancy built-in, the system is extremely flexible and provision is included for future expansion.

Venue POS Network Architecture

Virtually all new venues follow similar structures, i.e. a **Server Room / Control Room / MDF** going out to 4 to 8 vertical risers with **Communication Rooms / Comms Closets / IDF** at each riser and on each level (for example a 4 Level Venue with 4 Risers, will contain up to 16 Comms Closets) and from there, to each Concession / Bar / Restaurant.

Modern facilities will generally have fiber optic cable (occasionally category 5 copper cabling) from the Server Room to the Comms Closet and 1 or 2 copper category 5 cables from the Comms Closet to each stand. It should be noted that the layout described in figure 1 provides the most flexible, low-cost, secure solution for most venues.

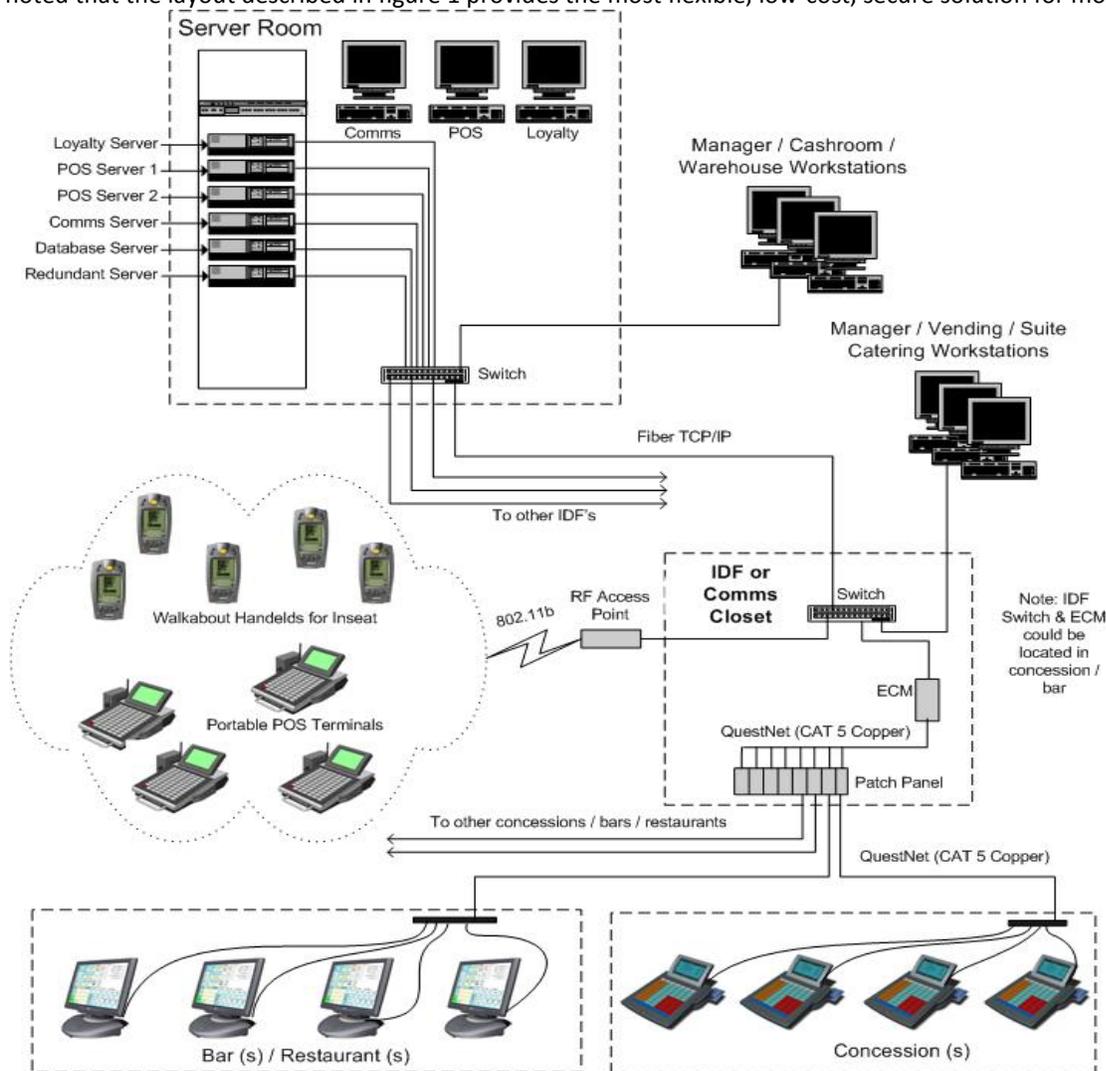


Figure 1 - Venue with a fiber / copper backbone and switch in the Comms Closets

Typical Layout for Complete TCP/IP Solution

Although the partial QuestNet solution (shown in Figure 1) is the most popular for a modern venue some operators prefer to have full TCP/IP to every POS terminal.

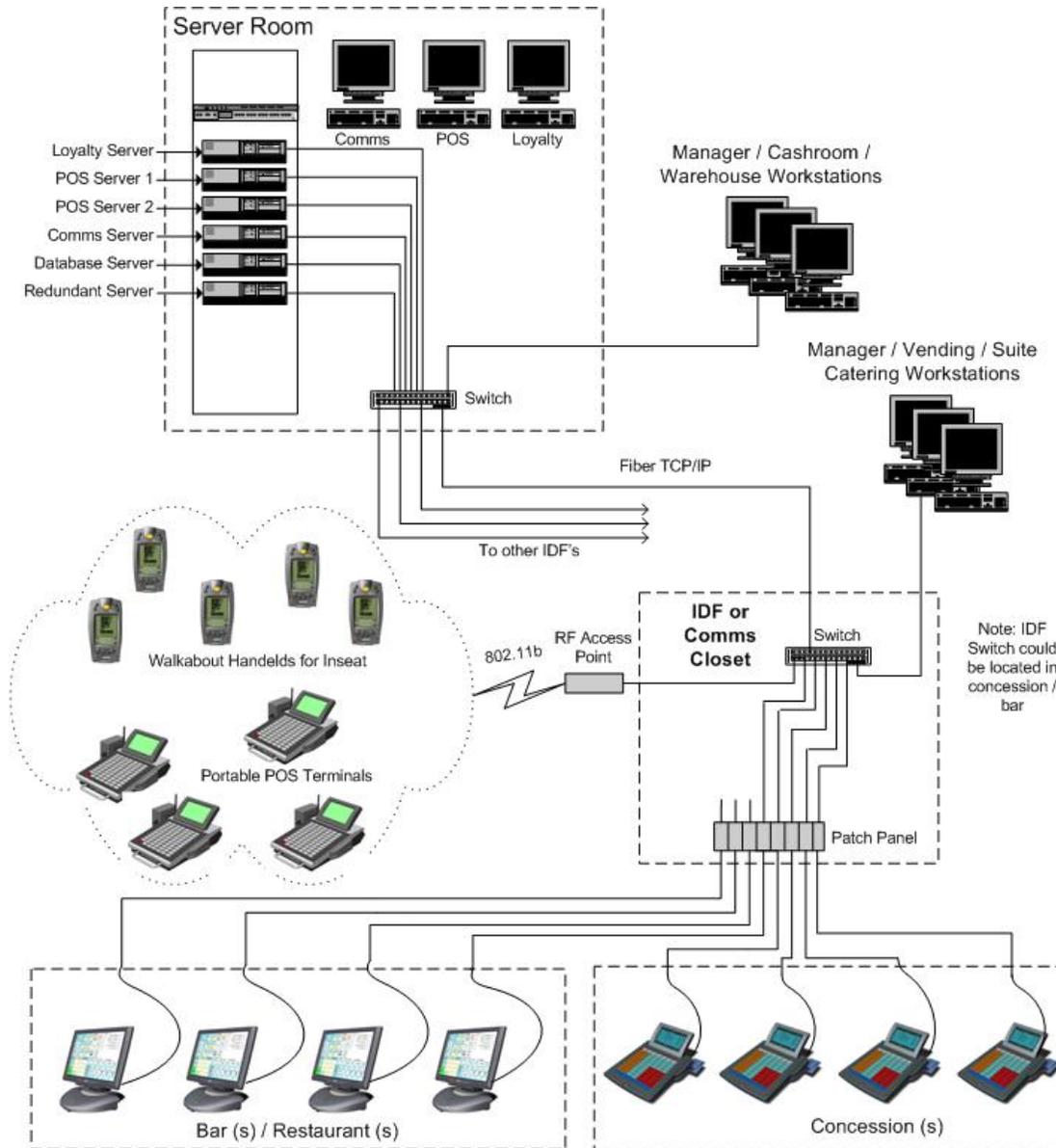


Figure 2 – Full TCP/IP Cabling to every POS terminal

The Server Room (typical requirements)

- ◆ Power and racks for servers, computers and switching equipment should be available
- ◆ The Ethernet switches used should be high quality and support VLAN's (allows secure segregation of separate network services)
- ◆ For redundancy and testing, two separate links (fiber or copper) should exist between the Server Room and each individual Comms Closets
- ◆ DSL should be available for high speed credit card processing
- ◆ Two phone lines should be available in the Server Room (1 for voice and 1 for remote authorized support)
- ◆ For extra protection in the event of a power failure, consider installing a suitable capacity UPS (least 2000 VA). This will keep servers operating during a temporary power outage and remove the necessity to reboot. Additionally this will allow your server to shut down gracefully in the event of a more serious power issue
- ◆ The server room should be accessible by authorized personnel during the event

The Comms Closet (typical requirements)

- ◆ Power and racks should be available for ECMs and Switches
- ◆ The Ethernet switches used should be high quality and support VLAN's (allows secure segregation of specific network services)
- ◆ Category 5 circuits from the stands (concessions, bars, restaurants) should be terminated in a RJ45 connector within a rack mounted patch panel
- ◆ For redundancy and testing, at least two separate category 5 circuits (A & B circuits) should exist between the Comms Closet and each stand. Alternatively a separate category 5 circuit from the Comms Closet to each POS terminal can be used, however this is more expensive, is not flexible and does not provide any redundancy (for a Quest POS system this level of cabling is not required).
- ◆ Typically, multiple stands would be patch together with short patch cables into 1 ECM (up to 30 POS terminals can be connected to each ECM)
- ◆ To optimize network traffic all the POS terminals and kitchen printers in a restaurant should be cabled to the same Comms Closet
- ◆ If using RF Access Points for portable terminal or RF handhelds for in-seat service use a qualified network contractor to configure your security settings and ensure ample time is allowed for extensive testing (Quest can advise or be involved in network configuration)
- ◆ The Comms Closets should be accessible by authorized personnel

Concessions, Bars and Restaurants

- ◆ Each stand or sales outlet should be cabled to the nearest Comms Closet. However, it is most cost effective to have as near to 30 POS terminals as possible connected to an individual Comms Closet. So network design should optimize POS terminals connected to each closet used.
- ◆ Option 1: The two category 5 circuits (A&B) can be terminated into one “Double” RJ45 wall socket at a convenient location in the stand. Mindful of the fact that a patch cable from the wall socket to each POS terminal will be required (preferred and flexible for adding / moving POS terminals, but long patch cables may be required)
- ◆ Option 2: The two category 5 circuits (A&B) can be daisy chained to a “Double” RJ45 wall socket for each POS terminal (preferred but not as flexible if POS terminals are added or moved)
- ◆ Option 3: A separate category 5 circuit for each POS terminal (more expensive, no redundancy, inflexible and not required for Quest)
- ◆ Each POS terminal and each printer will require a power socket
- ◆ Each kitchen / bar printer not associated with a POS Terminal will require a category 5 network point and power socket
- ◆ A separate category 5 circuit from the Comms Closet will be required for each PC Workstation (including Suite Catering or Vending station) or RF Access point. These devices will used TCP/IP networking

QuestNet™ and ECMs

QuestNet™ is a low-cost, reliable and flexible means of connecting a number of Quest POS terminals (typically up to 30) together on one Category 5 twisted pair network up to 4500ft (1500 metres) in length. QuestNet operates at 115kB which is more than satisfactory to support 30 POS terminals with fast updates, sub-2 second credit cards and real-time sales download.

QuestNet™ is driven from an ECM that communicates from an Ethernet LAN to the QuestNet Network. The ECM Ethernet port is 10MHz and uses TCP/IP protocol. The ECM can easily be configured to communicate over a VLAN to the Server Room, which is ideal when sharing the venue backbone with other data / voice services like phones, security, television, ticketing or press.

For those technically minded the ECM supports DHCP, fixed IP and other networking standards such as Telnet™ sessions and SNMP servers.

Important factors for QuestNet™ installation are:

- a) All cable should be Category 5 twisted pair, including any jumper cables used (this is very important)
- b) As for any cabling Category 5 cabling should not be:
 - o Draped across fluorescent lamps
 - o Placed near compressors or other high current machines
 - o Run for long distances in parallel with high current or noisy cables
- c) Always use quality sockets and cables. It makes very little difference to the total installed cost of the POS system, but will make a big difference to the reliability of the network
- d) Allow a redundant link between each stand and the Comms Closet and between each Comms Closet and the Server Room (this makes network testing straight forward and provides a reliable back-up and flexible expansion options)
- e) The total length of QuestNet category 5 cable connected to 1 ECM should not exceed 4500ft (all cable runs on a single ECM are added to obtain the total length) and the total number of POS terminals should not exceed 30
- f) QuestNet utilizes Pins 4 & 5 of the RJ45 connector (and the category 5 cable), ensure that the conductors used are a twisted pair for the complete network and do not get reversed anywhere on the network
- g) Strip cables in accordance with the EIA specification and ensure that pairs remain twisted to the point of termination. This ensures maximum “Common Mode Rejection” and minimum electromagnetic interference

Attachment D - Insurance Requirements

Attachment E - Corporate Signature and Authorization

Doug Owens
Divisional CFO

HSR CONTRACTS CHART OF AUTHORITY - updated October 21, 2011

CONTRACT APPROVAL REQUIREMENTS: Approval to sign contracts only exists upon completion of the contract review process and receipt of notification from the Contracts Administrator. The contract review process should be initiated by email to the Contracts' address in Outlook (contracts@radiansystems.com). These requirements apply to all types of contracts (customer agreements, vendor agreements, and statements of work for new and existing customers). These requirements also apply to all locations throughout North America and International. Individuals identified on this document are able to delegate their contract-signing authority on a case-by-case basis by sending an email to the Contracts' address referenced above. Any such delegation must occur prior to the contract being signed.

INTERNATIONAL CONTRACTS: They may only be signed by the authorized person who is employed by and resides within the country of the legal entity signing the agreement. Authority to sign contracts may be delegated as appropriate when the authorized person is unavailable; however these instances should be limited to rare occasions and should only occur when absolutely necessary. Anyone signing a contract must be fluent in the language of the agreement or must obtain a legal translation before signing the agreement.

NON-DISCLOSURE AGREEMENTS: Additionally, non-disclosure agreements may be signed by any member of the Leadership Team.

NEGOTIATING AND SIGNING AUTHORITY: No employees at any level of signing authority is authorized to sign an agreement for which he or she had direct involvement in its negotiation.

ADDING INDIVIDUAL SIGNING AUTHORITY: Additions to the individuals named in this document as having contract signing authority must be approved by both the Business Unit (BU) President and the HSR Divisional CFO. Forward approved requests for additions to the Contracts' email address referenced above.

EXCEPTIONS: There are a limited number of exceptions, as noted below and in the Exceptions to Contract Approval Process' document posted on SharePoint.

Authorized Contract Signer	Customer & Reseller Contracts	Vendor Contracts	Statement of Works, Evaluations, Other	Remarks/Delegation/Constraints
HSR - NORTH AMERICA BUSINESS UNITS				
Corporate Services				
Doug Owens (7789) - VP - Finance	X	X	X	No delegation for HSR Corporate Services
Hospitality, Americas				
Paul Langenehain (7466) - President - Hospitality Americas	X	X	X	
Jimmy Fontana (7419) - VP - Product Development	X		X	
Sue DeSant (7729) - Director - Product Development			see remarks	Authorized to sign Menu/Int SOW's up to \$10,000.
Troy Williams (7665) - VP - Direct Clients	X		X	
Tad Priepa (7566) - VP - Direct Sales	X		X	
John Kok (7763) - VP - Channel Sales	X		X	
Brian Bowerford (7946) - VP - Direct Clients	X		X	
Chuck Dunn (7836) - VP - Client Mgmt	X		X	
Billy Murphy (7627) - Director - Creating			X	
Vijay Nambiar (7606) - Director - Consulting			X	
Dee Maulder (7433) - Senior Manager - Tradeshow		X		Tradeshows and events, all industries, domestic & international. Any Director in the Hospitality team also has authority to sign evaluation agreements.
Hospitality Directors				
Retail, Sports & Entertainment, Americas				
Jimmy Franks (7469) - VP - Direct Sales	X	X	X	Authorized to sign for PCR and Retail, delegated Professional Services SOW's to Eric Stecker
Christian Nilas (7447) - VP - Channel Sales		see remarks	X	Authorized to sign Standard Reseller Agreements only
Eric Stecker (7273) - VP - Operations			X	
Martin Dabbel (7433) - VP - Operations Entertainment	X		X	Authorized to sign customer agreements for Entertainment
John Brasch (7729) - Director - Guest	X		X	Authorized to sign customer agreements for Guest
Danny Brown (7751) - Director - Account Mgmt			X	Authorized to sign professional services SOW's for Sports & Entertainment.
Hosted Solutions				
Jeff Higgins (7746) - VP - Hosted Solutions	X		X	
Charles Sullivan (7768) - Director - eServices	X		X	
Hardware				
Carlye Taylor (7447) - President - Hardware	X	X	X	
Brian Earls (7434) - VP - Materials Mgmt			X	
Human Resources				
Keith Hicks (7526) - VP - Human Resources		X		No delegation

Addendum #1

NCR's solution and the pricing proposed in response to West Haymarket JPA's Request for Point of Sale Proposal ("RFP") is based upon NCR's Standard Terms and Conditions of Trade, a copy of which is provided below in response to the RFP. NCR is willing to negotiate these Standard Terms and Conditions of Trade with West Haymarket JPA to reach mutually acceptable compromises and to add mutually agreeable language as needed upon contract award.

STANDARD TERMS AND CONDITIONS OF TRADE FOR NCR VENUES MANAGEMENT SOLUTIONS

These terms and conditions apply to the supply of any goods, software or services related to the NCR Venues Management solution ("Terms and Conditions") offered by NCR Corporation or any of its affiliates including without limitation Radiant Systems, Inc. or Quest Retail Technology Pty. Ltd. (each and collectively referred herein as "NCR"). The acceptance of any Quotation constitutes an unqualified acceptance by the Customer of these Terms and Conditions. If there is any inconsistency between these Terms and Conditions and any other document issued by the Customer (when accepting a Quotation or in connection with any future dealings) these Terms and Conditions shall prevail in their entirety. No employee, agent or contractor of NCR may vary or add to these Terms and Conditions without the prior written authority of a director or senior executive of NCR.

OPERATIVE PROVISIONS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Terms and Conditions, the following words shall have the following meanings:

- a) **"Annual Support and Maintenance"** means the initial twenty four ~~twelve~~ (24~~12~~) months period following installation of the Goods and Equipment in the Arena beginning immediately following the date of acceptance of the Equipment and Goods after testing by the JPA's Arena Operator during which time NCR beginning sixty (60) days following the date of shipment during which time NCR provides support and maintenance services with respect to the Goods supplied providing the Customer has paid the fees identified in any Quotation as due and payable;
- b) **"Business Hours"** means between the hours of 8am and 6pm Monday to Friday;
- c) **"Confidential Information"** means any information in any form passing from one party to the other (whether deliberately or inadvertently and including any information passing to or from the personnel of either party) relating to:
 - (i) these Terms and Conditions or its subject matter;
 - (ii) the Goods;
 - (iii) the Intellectual Property;
 - (iv) any Quotation;
 - (v) the Documentation; or
 - (vi) the affairs or businesses, sales, marketing or promotional information of NCR;
- d) **"Critical Problem"** means a failure that has serious and immediate consequences where no workaround or bypass is available. For the avoidance of doubt, these include:
 - (i) a failure to sell at a significant number of Point of Sale terminals;
 - (ii) a total network failure;
 - (iii) a total database failure; or
 - (iv) a major application failure e.g. credit card authorization failure or failure to open an event;
- e) **"Customer"** means the party listed in any Quotation;
- f) **"Documentation"** means the operating manuals and other printed materials necessary to operate the Goods and includes any user manuals, programming manuals, modification manuals, flow charts, drawings and listings which are designed to assist or supplement the understanding or application of the Goods;

g) **"End of Life Notification"** means NCR's written notice to the Customer that NCR intends to discontinue marketing, supporting and maintaining one or more of the Goods, including without limitation, discontinuing the preparation of new versions or new releases for one or more items of the Software or discontinuing the maintenance of a supply of replacement inventory or parts for the Equipment.

h) **"Equipment"** means the equipment which is to be supplied and/or installed by NCR as specified in any Quotation. Equipment includes equipment designed and manufactured by NCR and equipment designed by NCR and assembled by third parties (collectively, the "NCR Equipment") and equipment designed and manufactured by third parties ("Non-NCR Equipment").

i) **"Goods"** means the Equipment and/or the NCR Software and includes the Documentation;

j) **"Help Desk"** means the telephone and e-mail support service provided by NCR to assist the Customer in resolving any queries relating to the use of the Goods;

k) **"High Level Problem"** means a failure that has serious or immediate consequences. For the avoidance of doubt, these include:

(i) a failure to sell at multiple Point of Sale terminals;

(ii) a failure to close an event; or

(iii) errors when performing credit card settlement;

l) **"Hosted NCR Software"** means the NCR Software solution identified on a Quotation as being hosted by NCR and provided in accordance with Addendum A to these Terms and Conditions.

m) **"Intellectual Property"** means any and all intellectual and industrial property rights throughout the world including rights in connection with:

(i) any Confidential Information;

(ii) any Documentation;

(iii) copyright (including future copyright and rights in the nature of or analogous to copyright);

(iv) inventions (including patents);

(v) trademarks except to the extent (if any) that it is necessary for the trademarks to be used by NCR in connection with its business;

(vi) domain names;

(vii) designs, software and circuit layouts;

(viii) databases; and

(ix) customer and merchant lists,

whether or not existing and whether or not registered or registrable and includes any right to apply for the registration of such rights and includes all relevant renewals and extensions;

n) **"Low Level Problem"** means a failure that has a workaround or does not cause undue hardship in operating the system. For the avoidance of doubt, these include:

(i) an improper form title or field label;

(ii) a misleading or inappropriate error message;

(iii) the failure of a non-critical report; or

(iv) a failure to sell at one (1) Point of Sale Terminal;

o) **"Medium Level Problem"** means a failure that causes inconvenience but does not prevent the system from general operation. For the avoidance of doubt, these include:

(i) the failure of a single software module;

(ii) errors or inaccuracies when generating a specific report; or

(iii) errors when modifying a single record;

p) **"NCR Software"** means a "fit-for-purpose" stadium, arena and venue point-of-sale (POS) and management system comprised of various integrated fit-for-purpose technologies for

the stadium, arena and event-based venue markets and related services including without limitation: Concession POS (fixed & portable), Restaurant/Bar POS, Suite Catering, In-seat service, Vending, Digital Menu Boards, Loyalty, Loaded Tickets and Gift Cards all integrated into one central BackOffice application.

q) **"Quotation"** means any quotation or proposal or offer to supply, install and maintain Goods issued by NCR and accepted by the Customer, either by signature or purchase order, from time to time;

r) **"Site"** means the location for the delivery and/or installation of the Goods as specified in any Quotation or such other location as may be agreed in writing between the parties; and

s) **"System"** means the infrastructure NCR uses to enable Customer to access and use the Hosted NCR Software via the internet.

1.2 Interpretation

In these Terms and Conditions, unless the context otherwise requires:

a) words denoting the singular include the plural and vice versa, and reference to any gender includes all genders;

b) headings are for convenience only and do not affect interpretation;

c) a reference to a party to these Terms and Conditions includes that party's executors, administrators, successors and permitted assigns;

d) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

e) the word **"including"** is not to be treated as a word of limitation;

f) a reference to any legislation or legislative provision includes any regulations or other delegated legislation or instruments made or issued under it and any consolidations, amendments, re-enactments or replacements of it and them and any of them; and

g) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of these Terms and Conditions.

2. SUPPLY OF EQUIPMENT

2.1 Obligation to Supply Equipment

In consideration for the payment by the Customer of the fees listed in the Quotation and reserved for the supply of the Equipment, NCR hereby agrees to supply and install the Equipment in accordance with these Terms and Conditions.

2.2 Title to, and Risk in the Equipment

Subject to any provisions of these Terms and Conditions to the contrary:

a) risk in the Equipment shall pass to the Customer upon delivery [and installation of the Equipment in the Arena in to the carrier at the place of shipment](#) in accordance with clause 4.1; and

b) title to the Equipment shall pass to the Customer upon delivery [and installation of the Equipment in the Arena to the carrier at the place of shipment](#).

3. LICENSE OF SOFTWARE

3.1 Grant of License

Subject to any provision of these Terms and Conditions to the contrary and in consideration for payment by the Customer of the fees listed in the Quotation and reserved for the provision of the

NCR Software, NCR hereby grants to the Customer a perpetual, limited and non-exclusive license (a) to install and use the NCR Software (but excluding Hosted NCR Software) at the Site; (b) to access and use the Hosted NCR Software via internet connection to the System, but in either case only for internal, in-house use by Customer and for performing administrative functions pertaining thereto; and (c) to use the Documentation in connection with such rights. Except as expressly set forth herein, all rights and licenses granted to the Customer are nontransferable and nonassignable. With respect to third-party computer programs provided by NCR (the "Non-NCR Software"), the Customer acknowledges that its right to use any such Non-NCR Software is specified on the license agreement provided by the appropriate licensor of such Non-NCR Software. The NCR Software and the Non-NCR Software is collectively referred to herein as the "Software".

3.2 Acceptance of Grant

The Customer hereby accepts the license granted by NCR pursuant to clause 3.1 and undertakes to use the NCR Software in accordance with these Terms and Conditions and with any reasonable directions given by NCR from time to time.

3.3 Limitations on Grant

The Customer may not:

a) use the NCR Software on any computer unless there is a license for that computer; or

b) grant sub-licenses to use the NCR Software to any third party other than with the written consent of NCR which may be granted by NCR in its absolute discretion and on any terms and conditions.

3.4 Software Security

The Customer shall at all times be solely responsible for the use, supervision, management and control of the NCR Software and must ensure that the NCR Software is protected at all times from misuse, damage, destruction or any form of unauthorized use.

3.5 Copying and Modification

a) The Customer shall not:

(i) copy (except to maintain one back-up copy), reproduce or translate the NCR Software;

(ii) modify, adapt, vary or alter the NCR Software;

(iii) merge all or any part of the NCR Software with any other software;

(iv) reverse assemble or reverse compile any part of the NCR Software; or

(v) directly or indirectly allow or cause a third party to reverse assemble or reverse compile the whole or any part of the NCR Software

other than with the written consent of NCR which may be granted by NCR in its absolute discretion and on any terms and conditions.

b) Without limiting anything in this clause 3.5, if NCR provides its consent in accordance with clause 3.5(a):

(i) these Terms and Conditions shall continue to apply in all respects to the copy, reproduction, modification, adaptation, variation, alteration, merger, reverse assembly or reverse compilation which shall be deemed to form part of the NCR Software for the purpose of these Terms and Conditions; and

(ii) the Customer shall:

- keep accurate records of any copy, reproduction, modification, adaptation, variation, alteration, merger, reverse assembly or reverse compilation; and

- ensure that any copy, reproduction, modification, adaptation, variation, alteration, merger, reverse assembly or reverse

compilation bears sufficient notice of NCR's ownership of the NCR Software.

3.6 Application to officers, employees, agents

The Customer will ensure that its officers, employees, agents, sub-contractors and any other persons within its control are made aware of and comply with the obligations imposed under this clause 3.

4. DELIVERY AND INSTALLATION

4.1 Delivery

- a) NCR shall deliver the Goods to the Customer on or before the date specified in the Quotation or as otherwise agreed in writing and the Customer shall provide NCR with such assistance (including access to the Site and the provision of personnel and facilities) as NCR may reasonably require to deliver the Goods.
- b) Delivery shall be deemed to have been effected upon delivery ~~and installation of the Goods in the Arena~~ at the place of shipment ~~to the carrier at the place of shipment~~.
- c) Unless otherwise provided in any Quotation, the Customer shall be liable for all shipping charges which include all duty, transportation, freight and delivery costs.

4.2 Substitution of Goods

NCR may, on written notice to the Customer, substitute or modify any component of the Goods prior to delivery without consultation with the Customer provided, in the reasonable opinion of NCR, such substitution or modification will not:

- a) adversely affect the performance or capacity of the Goods;
- b) alter the configuration of the Goods in any material respect; and
- c) otherwise materially affect the obligations of NCR or prejudice the rights of the Customer under these Terms and Conditions.

4.3 Installation

- a) NCR shall install the Goods at the Site to the extent and in accordance with the timeframes (if any) set out in the Quotation.
- b) The Customer shall provide NCR with such assistance (including access to the Site and the provision of personnel and facilities) as NCR may reasonably require to install the Goods in accordance with this clause 4.3 including, without limitation, dial-in and/or remote access to the relevant computers, servers and systems.
- c) NCR will provide such services and respond to any such queries as may reasonably be necessary to confirm that the Goods have been installed and are functioning to the standard warranted (if any) by NCR and the Customer shall provide all such reasonable assistance to NCR as may be necessary to undertake such activities.

4.4 Training

NCR shall provide such training to the Customer in the use of the Goods as specified in any Quotation.

5. MAINTENANCE

5.1 Obligation to Provide Upgrades and New Releases

For so long as the Customer maintains Annual Support and Maintenance, NCR:

- a) may, following a request from the Customer, issue to the Customer a new version or new release of the NCR Software which is generally distributed to NCR's clients for no additional license fee;

- b) may, if NCR becomes aware of a specific issue or defect in the NCR Software that in the reasonable opinion of NCR may lead to a Medium Level Problem or Low Level Problem with the NCR Software, issue to the Customer a new version of the NCR Software to resolve that issue or defect;
- c) must, if NCR becomes aware of a specific issue or defect in the NCR Software that in the reasonable opinion of NCR may lead to a Critical Problem or a High Level Problem with the NCR Software, issue to the Customer a new version of the NCR Software to resolve that issue or defect; and
- d) must, make available any upgrades the NCR Software to the most current version of the NCR Software in existence

5.2 Installation of New Versions or Upgrades

- a) Any new version, or upgrade of the NCR Software provided in accordance with clause 5.1 shall be provided or installed by NCR in any manner in its absolute discretion, including:
 - (i) by uploading the new version, or upgrade on any website owned or operated by NCR;
 - (ii) by installing the new version, or upgrade by remote dial in; or
 - (iii) by installing the new version, or upgrade directly at the Site, subject to payment of NCR's ordinary hourly rates for such on-site installation;and the Customer shall provide NCR with such assistance, including access to the Site and the provision of personnel and facilities, as NCR may reasonably require to deliver and install the NCR Software in accordance with this clause 5.2.
- b) NCR shall provide to the Customer such Documentation as may be reasonably required for the Customer to (where applicable) download, install or use the new version or upgrade, and any further Documentation or training required by the Customer in addition to that specified in this clause 5 shall be charged at NCR's ordinary hourly rates from time to time.

5.3 Application of Upgrades and New Versions to Terms and Conditions

Upon the provision of any upgrades to or new versions of the NCR Software in accordance with this clause 5, these Terms and Conditions shall continue to apply in all respects to the upgrade or new version which shall be deemed to form part of the NCR Software for the purpose of these Terms and Conditions.

5.4 Continued Maintenance and Testing

Following installation and monthly thereafter, the Customer shall, at its own cost conduct such virus scans and testing on the Goods as may reasonably be expected or required by NCR to ensure that the Goods are and remain free from all viruses, errors and defects.

6. SUPPORT AND EQUIPMENT REPAIR

6.1 Obligation to Provide Support

For so long as the Customer maintains Annual Support and Maintenance, NCR hereby agrees to provide the Customer with support for the operation of the Goods in accordance with and subject to these Terms and Conditions.

6.2 Help Desk Support

For so long as the Customer maintains Annual Support and Maintenance, and unless otherwise specified on any Quotation, NCR will provide support services for Hosted NCR Software in accordance with the terms set forth in Addendum A to these Terms and Conditions. Otherwise, NCR:

- a) Shall provide and make available to the Customer Help Desk facilities to assist in the resolution or clarification of any queries relating to the use or operation of the Goods (excluding any

Windows operating system software) and, subject at all times to clause 6.2(c), the Customer may at any times during Business Hours contact the Help Desk.

b) Upon any contact by the Customer of the Help Desk, NCR shall make a determination of the level of severity of the query or problem and use its best endeavors to respond to any queries or rectify any problems relating within the following timeframes:

(i) for any queries or problems designated by NCR to be Critical Problems, within two (2) hours of receipt by NCR of the initial notification;

(ii) for any queries or problems designated by NCR to be High Level Problems, within twenty four (24) hours of receipt by NCR of the initial notification;

(iii) for any queries or problems designated by NCR to be Medium Level Problems, within seventy two (72) hours of receipt by NCR of the initial notification; and

(iv) for any queries or problems designated by NCR to be Low Level Problems, in the next following upgrade of the NCR Software undertaken in accordance with these Terms and Conditions save that NCR shall use its best endeavors to respond to or rectify all Critical Problems or High Level Problems that are required be reproduced away from the Site or require modifications to the source code of the NCR Software within forty eight (48) hours of receipt by NCR of the initial notification of the query or problem.

c) The Customer:

(i) must use its best endeavors to resolve any queries relating to the NCR Software prior to contacting the Help Desk or notifying NCR to resolve such queries in accordance with this clause 6.2; and

(ii) may contact the Help Desk outside of Business Hours on any days on which an event is being conducted at the Site in relation to High Level Problems only; and at any time in relation to Critical Problems only. Any support or maintenance services provided by NCR outside of the above may be charged, at its sole discretion, ordinary support charges.

d) NCR may conduct the Help Desk and respond to any queries or problems relating to the Goods in any manner in its absolute discretion and the Customer shall provide NCR with such assistance (including access to the Site and the provision of personnel and facilities including dial in support) as NCR may reasonably require.

6.3 Equipment Repair

The onus is on the person returning the Equipment for repair, to confirm the problem and complete the Return Authority (RA) form (available from NCR) correctly.

a) The person returning the Equipment for repair completes the RA form and returns it with the Equipment (DO NOT e-mail or fax this form, include with the shipment).

b) A separate RA form should be completed for each Equipment item returned for repair.

c) Ensure the Equipment is packed appropriately, using either original packaging or a suitable rigid carton with sufficient bubble wrap or foam.

d) Send the Equipment to Customer's nearest NCR Repair Depot with the completed RA (shipping cost is always the responsibility of the Customer).

e) When the Equipment is received by NCR, an RA Confirmation will be sent to the Customer via e-mail. The RA Confirmation will include a repair reference number and the condition of the Equipment when it was received by NCR.

f) Where a quotation is required, the Equipment will be assessed and a quotation will be emailed with the RA Confirmation, the quotation must then be accepted by the Customer by issuing a specific purchase order before repair proceeds.

g) The Equipment is then repaired and returned by the requested method.

h) Labor for any Equipment repair that is not covered under warranty will be charged at \$25.00 per thirty (30) minutes.

i) Equipment returned without a completed RA or where no fault is found will incur a \$50.00 testing fee regardless of warranty status.

j) NCR is responsible for return shipping cost where repair is covered by warranty.

6.4 Agents and Subcontractors

NCR may:

(i) engage or contract any persons or organizations to assist; or

(ii) undertake any procedures in its absolute discretion to respond to any queries or rectify any problems relating to the Goods but shall at all times remain solely responsible for complying its obligations under this clause 6.

7. RECORD KEEPING

7.1 Obligation to Keep Records

The Customer must keep adequate accounts and records in sufficient detail to enable the performance of its obligations under these Terms and Conditions to be verified ("Records").

7.2 Inspection of Records

NCR (or its authorized representatives) may, during business hours inspect and upon providing at least two (2) days prior written notice, copy and audit the Records of the Customer at any time and for up to one (1) year after either:

a) the termination of these Terms and Conditions; or

b) the Customer ceases to maintain Annual Support and Maintenance;

to verify the compliance of the Customer's obligations under these Terms and Conditions.

8. INTELLECTUAL PROPERTY MANAGEMENT

8.1 Ownership of Intellectual Property

a) The Customer acknowledges that these Terms and Conditions do not transfer to the Customer any ownership of the NCR Software or the Intellectual Property relating to the NCR Software or the NCR Equipment.

b) The parties agree and acknowledge that ownership of any and all improvements and enhancements that have been made to the NCR Software or the NCR Equipment, or the Intellectual Property related thereto, by the Customer through its use of the NCR Software or the NCR Equipment at any time shall vest absolutely with NCR on creation.

8.2 Use of Intellectual Property

a) The Customer must not use the NCR Software or the NCR Equipment or act in any way that may infringe any Intellectual Property of NCR.

b) The Customer must not apply for or attempt to acquire any intellectual property that is the same as, or substantially identical or deceptively similar to, any Intellectual Property of NCR without the prior written consent of NCR.

8.3 Intellectual Property Indemnification

a) NCR will defend the Customer against any claim that the NCR Software and the NCR Equipment when used as authorized under these Terms and Conditions infringes a United States patent or copyright, or an Australian patent or copyright if the Customer is located in Australia or New Zealand, and subject to the limitation of liability set forth in clause 10.3(a) below, will pay all costs, damages and attorneys' fees that a court finally awards as a result of a determination of patent or copyright infringement. In addition to the indemnification obligations above, should NCR believe that the NCR Software or the NCR Equipment may become subject to a claim of infringement, NCR will have the option, in NCR's sole discretion, to (1) replace such NCR Software or the NCR Equipment; (2) modify such NCR Software or the NCR Equipment so they are non-infringing; or (3) remove such NCR Software (and cease usage of the Hosted NCR Software) or the NCR Equipment, and in the case of the NCR Software, refund the license fees paid to NCR by the Customer for such NCR Software (but not Hosted NCR Software), or in the case of the NCR Equipment, refund the purchase price for the specific item of NCR Equipment, in either case after deduction of an appropriate charge for depreciation based on an assumed useful life of five (5) years for such NCR Software (but not Hosted NCR Software) or NCR Equipment, as applicable, in relation to the period of actual usage by the Customer prior to such removal. The indemnification set forth in this clause is conditioned upon the following:

- i) the Customer providing NCR with notice of any claim or cause of action upon which the Customer intends to base a claim of indemnification hereunder within thirty (30) days of the Customer first learning of the claim or cause of action (or earlier, if reasonably required to prevent NCR's ability to defend such claim from being prejudiced);
 - ii) NCR being given sole control of the defense and all related settlement negotiations relating to such claim or action; and
 - iii) the Customer providing reasonable assistance and cooperation to enable NCR to defend such claim or action.
- b) NCR shall not have any liability to the Customer for any claim that any Non-NCR Software or any Non-NCR Equipment infringes any Intellectual Property of any third party, and the Customer's sole recourse will be against the licensor or manufacturer of such third party products to the extent that the licensor or manufacturer assumes any responsibility for Intellectual Property infringement. The defense offered in this clause 8.3 shall not apply to any claim based upon the combination, operation or use of the Goods with data, software or equipment not provided or manufactured by NCR, modifications not performed by NCR, compliance by NCR with specifications provided by the Customer or a third party on behalf of, or for the benefit of the Customer, the failure to install any new versions or upgrades to the NCR Software provided by NCR that would have prevented infringement, or the use of superseded versions of the Software. This clause 8.3 states NCR's entire obligation for infringement claims related to third party Intellectual Property with respect to the Goods.

9. CONFIDENTIAL INFORMATION

9.1 Obligations of Confidence

- a) The Customer must keep all Confidential Information in strict confidence and must not:
- (i) use or disclose any Confidential Information for any purpose; or

- (ii) copy any document containing Confidential Information except as necessary to perform these Terms and Conditions
- b) On termination of these Terms and Conditions, the Customer will return all documents or copies of documents containing information which is, at the date of termination, Confidential Information.
- c) The Customer will ensure that its officers, employees, agents, sub-contractors and any other persons within its control comply with the obligations of confidentiality imposed under this clause 9.

9.2 Exclusions to Obligations of Confidence

The obligations of confidence under this clause 9 do not apply to any information that:

- a) is in the public domain (other than through a breach of these Terms and Conditions);
- b) the Customer can prove was known to it at the time of disclosure by NCR, free from any obligation of confidence; or
- c) the Customer is required to disclose at law.

9.3 Survival of Obligations.

The obligations of confidence under this clause 9 shall survive the termination or expiration of these Terms and Conditions.

10. WARRANTIES, INDEMNITIES AND LIMITATION OF LIABILITY

10.1 NCR Warranties

- a) NCR warrants that it has the right and authority to assign and transfer any license agreement for Non-NCR Software which it may be required to assign and transfer to facilitate the Customer's use of such Non-NCR Software. Alternatively, in the event that NCR is not assigning or transferring a license for any of the Non-NCR Software that it is providing to the Customer, NCR warrants that the Customer is authorized to use such Non-NCR Software for at least that period of time that the Customer continues to be licensed to use the NCR Software.
- b) NCR warrants to the Customer that the NCR Software (other than the Hosted NCR Software) will conform in all material respects, when shipped to the Customer, to the Documentation for such NCR Software, provided that the NCR Software is properly used in an operating environment recommended by NCR. NCR hereby warrants to Customer that the Hosted NCR Software will conform to the Documentation for the Hosted NCR Software, provided that the Hosted NCR Software is used in accordance with the Documentation. If the Customer believes that there is a defect in the NCR Software such that it does not conform to this limited warranty, NCR must be notified immediately, but no later than ninety (90) days following the delivery of the NCR Software to the Customer and with respect to the Hosted NCR Software, no later than 90 days following the first use of the Hosted NCR Software by Customer. As the Customer's exclusive remedy and sole measure of any recoverable damages by the Customer and any third party for breach of this limited express warranty with respect to such NCR Software, NCR shall repair or replace, at NCR's option and expense, the nonconforming elements of such NCR Software. [Any replacement of the non-conforming elements provided hereunder shall conform in all material respects to the Documentation and shall contain features and functionality substantially similar to the NCR Software being replaced.](#)
- c) NCR warrants all Equipment against defects in materials or workmanship for a period of twelve (12) months from the date of shipment unless otherwise stated in any Quotation, subject to the following conditions:

- i) in accordance with the procedures described in clause 6.3 above, NCR will repair or replace the Equipment, at its cost, if it is determined by NCR that such Equipment is defective; and
- ii) Replacement parts will be new, or factory refurbished to the new condition at NCR's option.
- d) NCR shall have no obligation under this clause 10.1 should, in the opinion of NCR, the defect or damage be wholly or substantially caused by shipping, handling, improper use by the Customer or any third party, modification, misuse, abuse, negligence, accident, lightning strikes or power surges, improper operation or damage caused by connection to third party equipment or software not supplied by NCR.

10.2 Customer Warranties

The Customer:

- a) acknowledges that the Goods cannot be guaranteed to operate in conjunction with equipment or software that is neither provided by nor formally approved by NCR, or that the operation of the Goods will always be uninterrupted or error free and further acknowledges that the existence of any such errors shall not constitute a breach of these Terms and Conditions;
- b) warrants to NCR that:
 - (i) it has authority to enter into and to perform its obligations under these Terms and Conditions;
 - (ii) it has the ability to and will comply with any and all obligations imposed on it under these Terms and Conditions, including any future obligations that may arise in relation to the Goods; and
 - (iii) it has exercised its independent judgment in acquiring the Goods and has not relied on any representations made by NCR which have not otherwise been expressed in these Terms and Conditions.

10.3 Exclusions and Limitation of Liability

- a) UNLESS EXPRESSLY PROHIBITED BY ANY APPLICABLE LAW OR AS OTHERWISE PROVIDED IN THESE TERMS AND CONDITIONS:
 - (i) THE LIMITED EXPRESS WARRANTIES SET FORTH IN CLAUSE 10.1 COMPRISE THE ENTIRE EXPRESS WARRANTIES FOR THE SERVICES PROVIDED PURSUANT TO THESE TERMS AND CONDITIONS AND NCR DISCLAIMS ANY AND ALL OTHER WARRANTIES WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED FOR THE SUPPLY OF THE SERVICES; AND
 - (ii) NCR SHALL NOT BE LIABLE TO THE CUSTOMER FOR LOSS OR DAMAGE OF ANY KIND (INCLUDING ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY AND CONSEQUENTIAL LOSS OR DAMAGE, LOSS OF BUSINESS REVENUE, LOSS OF PROFITS, LOSS OF GOODWILL, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND), HOWEVER CAUSED ARISING OUT OF OR IN ANY WAY RELATED TO THE GOODS OR THE SERVICES PROVIDED HEREUNDER, OR FAILURE OR DELAY IN THE GOODS OR SERVICES OR ANY PART OF THE GOODS OR SERVICES, OR NCR'S PERFORMANCE OR NON-PERFORMANCE OF ANY OF ITS OBLIGATIONS UNDER THESE TERMS AND CONDITIONS, EVEN IF NCR HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, CUSTOMER ASSUMES ALL OF THE RISKS ASSOCIATED WITH CUSTOMER'S USE OF THE HOSTED NCR SOFTWARE OR DATABASES MADE IN CONNECTION WITH THE USE OF THE NCR HOSTED SOFTWARE.
- b) WITHOUT LIMITING CLAUSE 10.3(a) AND TO THE FULLEST EXTENT ANY APPLICABLE LAW ALLOWS:
 - i) SUBJECT TO CLAUSE 10.3 (b)(ii), IN NO EVENT WILL NCR'S LIABILITY FOR ANY DAMAGES TO THE CUSTOMER OR TO ANY OTHER PERSON OR ENTITY EVER EXCEED THE AMOUNT OF FEES AND CHARGES

PAID BY THE CUSTOMER TO NCR HEREUNDER DURING THE IMMEDIATELY PRIOR TWELVE (12) MONTH PERIOD FOR THE APPLICABLE GOODS OR SERVICES GIVING RISE TO SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO CLAIMS ARISING FROM NCR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR TO CLAIMS OF INFRINGEMENT UNDER CLAUSE 8.3.

- ii) WHERE IMPLIED CONDITIONS, GUARANTEES AND WARRANTIES CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW OR ANY OTHER APPLICABLE LEGISLATION IN AUSTRALIA THEN, FOR GOODS AND SERVICES NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, NCR'S LIABILITY ARISING OUT OF OR RELATING TO THE GOODS AND SERVICES WILL BE LIMITED, AT NCR'S OPTION, TO ANY ONE OR MORE OF THE FOLLOWING:
 - (1) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS;
 - (2) THE REPAIR OF THE GOODS;
 - (3) THE PAYMENT OF THE COSTS OF REPLACING THE GOODS OR ACQUIRING EQUIVALENT GOODS;
 - (4) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED;
 - (5) THE SUPPLY OF THE SERVICES AGAIN; OR
 - (6) THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.
- c) NOTHING IN THIS CLAUSE EXCLUDES, RESTRICTS OR MODIFIES ANY CONDITION, WARRANTY, GUARANTEE, RIGHT OR REMEDY UNDER A MANDATORY LAW.

10.4 Indemnity

In the event of any breach of any of the Customer's warranties specified in this clause 10, NCR shall be entitled (without prejudice to its other rights) to be indemnified by the Customer for all such losses, costs (including legal costs on a solicitor and own client basis) and damages incurred by it as a result of the breach.

11. FORCE MAJEURE

11.1 Suspension of Obligations

- a) The obligations of a party shall be suspended during the time and to the extent that that party is prevented from or delayed in complying with such obligations by any Event of Force Majeure and neither party shall be liable for any delay or failure to perform its obligations pursuant to these Terms and Conditions if such delay is caused by any Event of Force Majeure.
- b) A party affected by an Event of Force Majeure must:
 - (i) promptly after being affected, give written notice to the other party setting out full particulars of the Event of Force Majeure and the manner in which the estimated time for which its performance is likely to be prevented or delayed;
 - (ii) use reasonable endeavors to remove or mitigate the effect of the Event of Force Majeure at the earliest possible time, provided that a party shall not be obliged to settle a strike, lockout or other labor difficulty; and
 - (iii) upon becoming aware of abatement of the Event of Force Majeure, notify the other party promptly of such fact in writing.

11.2 'Event of Force Majeure'

For the purposes of this clause 11, an "Event of Force Majeure" is a circumstance beyond the reasonable control of a party which occurs without the fault or negligence of the party affected and includes civil disturbance or commotion, strikes, acts of God, war, terrorist acts, blockage, revolution, riot, fire, earthquake, flood, storm, tempest or other natural calamity, plant breakdown or failure of plant to perform to expected specifications beyond the

reasonable control of the party affected, or legislative, judicial or executive or administrative order to act or prohibition or restriction, whether imposed by any jurisdiction or government (whether domestic or foreign) and whether de jure or de facto of any official purporting to act under the authority of that jurisdiction or government, and whether of general or particular application.

12. TERM AND TERMINATION

12.1 Term

a) These Terms and Conditions shall commence on the date on which any signed Quotation is received and accepted by NCR and shall continue unless otherwise terminated in accordance with this clause 12.

b) Unless otherwise specified to the contrary on the Quotation, the Customer understands and agrees that its right to continue purchasing and receiving support and maintenance services for the Goods pursuant to clauses 5 and/or 6 shall continue with respect to any such Goods, for no more than twelve (12) months from the date NCR issues an End of Life Notification with respect to such Goods. In addition, unless otherwise set forth on the Quotation, the Customer acknowledges and agrees that its right hereunder to purchase (i) licenses to selected items of the Software and (ii) items of the Equipment, shall expire (if not otherwise earlier terminated as provided herein) on the date or time when NCR discontinues selling such Software and/or Equipment in conformity with the applicable End of Life Notification for such Software and/or Equipment. Any end of life notification relating to Non-NCR Software or Non-NCR Equipment issued by the licensor or manufacturer of such third party products, will dictate the terms under which the Customer may continue to receive support and maintenance services associated with such third party products.

12.2 Termination

a) NCR may terminate these Terms and Conditions at any time with immediate effect by giving notice to the Customer if:

- (i) both parties agree to the termination;
- (ii) the Customer has committed a material breach of these Terms and Conditions not capable of remedy;
- (iii) subject to clause 12.2(a)(iv), the Customer breaches any of the provisions of these Terms and Conditions capable of remedy and has failed to remedy that breach within fourteen (14) days after receiving notice requiring it to do so;
- (iv) the Customer fails to pay any fees owed to NCR within seven (7) days of the date on which such payment becomes due and payable; or
- (v) an event referred to in clause 12.2(b) occurs.

b) The Customer must notify NCR immediately if:

- (i) it ceases to carry on business;
- (ii) it disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;
- (iii) any step is taken to enter into any arrangement between the Customer and its creditors;
- (iv) it ceases to be able to pay its debts as they become due;
- (v) any step is taken by a mortgagee to enter into possession or dispose of the whole or any part of its assets or business; or
- (vi) any step is taken to appoint a receiver, administrator or liquidator or other like person of the whole or any part of its assets or business.

12.3 Effect of Termination

a) Upon the termination of these Terms and Conditions in accordance with this clause 12 the Customer must immediately:

- (i) pay to NCR any fees that are outstanding at the date of termination;
- (ii) stop using the Software;
- (iii) provide NCR with such access to the Site as may be reasonably necessary to enable NCR to:
 - remove or render inoperable any part of the Software that is incapable of being returned by the Customer; or
 - repossess the Software;
- (iv) return to NCR any Confidential Information in the Customer's possession or control; and
- (v) if any fees payable by the Customer have not been fully paid within seven (7) days of the date of termination, provide NCR with such access to the Site as may be reasonably necessary to enable NCR to:
 - remove or render inoperable any part of the system that is incapable of being repossessed by NCR; or
 - repossess the Goods.

b) Termination of these Terms and Conditions will not affect the accrued rights or remedies of either party.

13. GENERAL

13.1 Marketing

The Customer agrees that NCR may reference the Customer's acceptance of any Quotation and these Terms and Conditions, and its status as a user of the Goods in product literature, advertisements, articles, press releases, marketing literature, presentations and the like.

13.2 Payment Terms and Price Adjustments

a) All fees and charges listed in any Quotation shall be due in accordance with the payment terms set forth therein. All payment obligations are non-cancelable and non-refundable. Payments which are not received when due shall bear interest at the lesser of the maximum amount chargeable by law or one and one half percent (1½%) per month commencing with the date the payment was due. Additionally, NCR reserves the right to change its credit terms at any time, effective on written notice to the Customer and NCR reserves the right to withhold performance of any obligations arising under these Terms and Conditions, in the event of the Customer's non-payment when due of any undisputed amounts owed to NCR. Except as otherwise provided in any Quotation, NCR may increase the fees and charges listed in any Quotation at any time upon sixty (60) days notice to the Customer.

13.3 Notice

a) In addition to any other means of giving notice, any notice will be taken to have been given if it is in writing and signed by or on behalf of the party giving the notice and either delivered or sent by any means which provides written evidence of the date received, addressed to the other party at the address set out in these Terms and Conditions or such other address as the other party may have advised in writing. All notices shall be deemed given at the time receipt is evidenced.

13.4 Assignment and Sub-Contracting

a) The Customer may not assign or transfer any of its rights or obligations under these Terms and Conditions without the prior written consent of NCR. In the event the Customer assigns or transfers its license to the Software in connection with a permitted assignment or transfer of its rights or obligations under these Terms and Conditions, the Customer shall pay, or cause the

assignee or transferee to pay to NCR a reasonable transfer fee as determined by NCR.

b) NCR may assign or transfer any of its rights or obligations under these Terms and Conditions.

c) NCR may sub-contract for the performance of any of its obligations under these Terms and Conditions.

13.5 Costs

Each party must bear and is responsible for its own costs in connection with the negotiation, preparation and execution of any Quotation save that the Customer must bear and is responsible for the payment of any taxes, duties, levies or imposts that may be charged or payable in respect of the Quotation, these Terms and Conditions and any instrument or transaction contemplated by these Terms and Conditions, and must indemnify NCR against any liability for such taxes, duties, levies or imposts.

13.6 Waiver

No right under these Terms and Conditions shall be deemed to be waived by a party except if such waiver is in writing and signed by the party alleged to have waived the right.

13.7 Severance

Every provision of these Terms and Conditions is independent of the other. Any provision which is prohibited or unenforceable in any jurisdiction will be ineffective to the extent only of such prohibition or unenforceability, and the other provisions will remain in force.

13.8 Entire Agreement

These Terms and Conditions supersede all previous agreements and proposals, oral or written, and all other communications between the parties in respect of the subject matter hereto and embody the entire agreement between the parties.

13.9 Further Assurances

Each party will promptly do all things required by law or reasonably requested by any other party to give effect to these Terms and Conditions.

13.10 Relationship

The relationship between the parties is and will remain that of independent contractors, and nothing in these Terms and Conditions constitutes the parties as partners or joint venturers or constitutes any party as the agent of another party or gives rise to any other form of fiduciary relationship between the parties.

13.11 Governing Law and Venue

The Quotation and these Terms and Conditions are governed by the laws of the State of Georgia, U.S.A. and the parties expressly submit to the exclusive jurisdiction of the courts located in Atlanta, Georgia, U.S.A., except when the Customer is located in Australia or New Zealand, the Quotation and these Terms and Conditions will be governed by the laws of the State of South Australia and the parties expressly submit to the non-exclusive jurisdiction of the courts of that State. The parties agree that the United Nations Convention for the International Sale of Goods shall not apply to the Quotation or these Terms and Conditions.

EXHIBIT B

**Indemnification and Insurance Requirements for all West Haymarket
Joint Public Agency Contracts (approved March 2012)**

*Approved by Law
12-20-2012*

**INDEMNIFICATION AND INSURANCE REQUIREMENTS
FOR ALL WEST HAYMARKET JOINT
PUBLIC AGENCY CONTRACTS**

1. INDEMNIFICATION

A. Indemnification of JPA

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS JPA AND JPA'S MEMBERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) (COLLECTIVELY, "LIABILITIES") ARISING OUT OF, RESULTING FROM OR CAUSALLY RELATED TO (IN WHOLE OR IN PART), PERFORMANCE OF THE CONTRACT THAT RESULTS IN BODILY INJURY, SICKNESS, DISEASE, OR DEATH CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE WHETHER OR NOT IT IS CAUSED IN WHOLE OR PART BY A PARTY INDEMNIFIED HEREUNDER.

Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against JPA, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.
- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to JPA and related to the Contract; and
 - (2) Any claims wholly caused by the JPA's sole negligence and excluding claims to the extent such claims are caused by the willful misconduct or gross negligence of the JPA.
- D. In the event of any litigation of any such claims shall be commenced against JPA, Contractor shall defend the same at Contractor's sole expense upon notice thereof from JPA. Contractor shall notify the insuring company that JPA reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of JPA without the express written consent of the JPA.

2. INSURANCE GENERAL PROVISIONS

- A. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to protect Contractor and JPA, its officers, agents, employees, volunteers and consultants from and against all liabilities and hazards as provided in these insurance requirements throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under Section 2. below and such insurance has been approved by the City Attorney for JPA, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- B. **Occurrence Basis Coverage.** All insurance shall be provided on an occurrence basis and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- C. **Authorized and Rated Insurers Required.** 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 by the City Attorney.
- D. **Certificates Showing Coverage.** Prior to commencing the Work, Contractor must furnish to JPA adequate written documentation including certificate(s) of insurance, which have the original signature of the authorized representative, declaration pages or other acceptable policy information evidencing the required coverage, endorsements, and amendments. The policy(ies) must contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify JPA in writing at least 30 days prior to any cancellation, except that only ten (10) days prior notice is required for cancellation due to nonpayment of premium. Upon request from JPA, a certified duplicate original of any required policy must be furnished. Certificate(s) should be sent to the following address:

West Haymarket Joint Public Agency
c/o City Attorney
City of Lincoln, Nebraska
555 South 10th Street
Lincoln, NE 68508

Certificates of insurance may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show JPA as additional insured except for applicable Worker's Compensation coverage, to include all work performed for JPA and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The inclusion of JPA as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for JPA, whether on an excess, contributory or other basis regardless of any other insurance coverage available to JPA, including by specific endorsement where necessary, as indicated in the following requirements.

- E. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

F. **Other Requirements.** Contractor agrees to waive its right of recovery against JPA for all claims and suits against JPA, except for claims and suits arising wholly out of the sole negligence, or to the extent caused by the gross negligence or willful misconduct, of JPA. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against JPA for all claims and suits, except for claims and suits arising wholly out of the sole negligence, or to the extent caused by the gross negligence or willful misconduct, of JPA. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against JPA for loss of its owned or leased property or property under Contractor's care, custody or control, except for the right of recovery or right of subrogation arising wholly out of the sole negligence, or to the extent caused by the gross negligence or willful misconduct, of JPA.

Contractor is not allowed to self-insure without the prior written consent of JPA. If granted by JPA, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by Contractor in lieu of insurance. Any and all JPA liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Upon notification to JPA of cancellation, non-removal, substitution or material alteration of any such policy(ies), JPA shall have the option to (i) if feasible, pay, on behalf of the Contractor, any and all such premiums, penalties, fees for expenses necessary to keep such policy(ies) in full force and effect; or (ii) in the event that such policy(ies) cannot be kept in full force and effect, enter into the open market to procure such policy(ies) of insurance on behalf of Contractor as required by this Agreement at the then current market rate. Upon any of the above occurrences, JPA shall invoice the Contractor for reimbursement of such premiums, penalties, fees, or expenses advanced on the JPA's behalf plus an additional fifteen percent (15%) of such advanced amounts as remuneration for JPA's overhead. Such amounts advanced by JPA shall be paid by the Contractor within thirty (30) days after delivery of a statement for such expense.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement. Allocated Loss Expense must be in addition to all policy limits for coverages referenced above.

If any portion of the operation is to be subcontracted by Contractor, Contractor must require that its subcontractors provide and maintain the insurance coverages set forth herein, naming JPA as an additional insured, and requiring that the subcontractors release, defend and indemnify JPA to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify JPA herein.

Failure to provide evidence as required by Section 2. will entitle, but not require, JPA to immediately suspend work under this Agreement until such evidence is provided. Acceptance of a certificate that does not comply with this section will not operate as a waiver of Contractor's obligations hereunder. The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor will not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by JPA will not be limited by the amount of the required insurance coverage.

3. INSURANCE REQUIREMENTS

A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of the Contract such insurance in the forms and minimum amounts as specified in this Section and as will protect Contractor and JPA from the following claims arising out of or resulting from or in connection with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

B. Worker's Compensation Insurance and Employer's Liability Insurance. The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees. This policy shall contain the following endorsement or language: "Waiver of subrogation in favor of JPA."

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

C. Commercial General Liability Insurance.

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing broad form contractual liability no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below.

Coverage	Min Amt	Notes
General	\$5,000,000/\$10,000,000	Each Occurrence/Aggregate
Products and Completed Operations	\$5,000,000/\$10,000,000	Each Occurrence/Aggregate
Personal and Advertising Injury	\$5,000,000/\$10,000,000	Each Occurrence/Aggregate
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

- (2) The required Commercial General Liability Insurance shall also include coverage for the following:
- Bodily injury and property damage.
 - Fire legal liability
 - Coverage for all premises and operations.
 - Personal and advertising injury.
 - Operations by independent contractors.
 - X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
 - Any fellow employee exclusions shall be deleted.
 - Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
 - Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
 - Liability coverage which shall include contractually assumed defense costs in addition to any policy limits.
 - Contractual liability coverage.
- (3) This policy shall also include the following endorsements which shall be indicated on the Certificate of Insurance.
- The definition of insured contract shall be amended to remove any exclusion or other limitation for work being done within 50 feet of railroad property.
 - Endorsement to provide the general aggregate per project endorsement.
 - Endorsement to provide waiver of subrogation in favor of and acceptable to JPA.
 - Endorsement to provide that the policy shall be primary and non-contributory with respect to any insurance carried by the JPA.
 - Separation of insureds.
 - Additional insured endorsement in favor of and acceptable to the JPA.
- (4) 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, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer). The definition of insured contract shall be amended to remove any exclusion or other limitation for any work done within fifty (50) feet of railroad property.

D. Vehicle liability insurance coverage.

The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to JPA.
- Additional insured endorsement in favor of and acceptable to JPA.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by JPA.
- Endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. Umbrella/Excess Insurance. At the Contractor's option, the Commercial General Liability Insurance coverage limits specified in Section 3.C. above may be satisfied with a combination of primary and Umbrella/Excess Insurance.

F. 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 \$5,000,000 per occurrence, \$10,000,000 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 Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following endorsements:

- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- Endorsed to include the Limited Seepage and Pollution Endorsement.

No other endorsements restricting coverage may be added. The original policy must be provided to Railroad prior to performing any work or services under this C&M Agreement.

In lieu of providing a Railroad Protective Liability Policy, Contractor may participate in ANY RAILROAD'S Blanket Railroad Protective Liability Insurance Policy available to JPA and JPA Contractors.

G. Special Provision. At the JPA's option, the minimum insurance requirements specified above may be increased or decreased by special provision in a JPA contract.

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against JPA.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

- A. The Contractor shall promptly notify JPA in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to JPA shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event JPA receives a claim or otherwise has actual knowledge of any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, JPA shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however JPA shall have no duty to inspect the project to obtain such knowledge, and provided further that JPA's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until JPA completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of JPA, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.
- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for JPA's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by JPA.

EXHIBITC

Point of Sale (POS), Retail & Back Office Specifications RFP 12-257

Approved by Law
12-20-2012

**PINNACLE BANK ARENA
LINCOLN, NE**

**POINT OF SALE (POS), RETAIL & BACK OFFICE
SPECIFICATIONS
RFP: 12-257**

The following specification is designed to describe the features required for multi-purpose Point of Sale implementation for use in a flexible event driven environment.

1. HARDWARE REQUIREMENTS - TERMINAL PHYSICAL CHARACTERISTICS

- 1.1 The terminals should be reliable, with annual return rates over five (5) years of five percent (5%) or less.
- 1.2 A range of terminals should be available allowing a membrane keypad with seven (7") color touch screen user display for Concessions and a fifteen (15") color LCD touch screen for Restaurants and Bars.
- 1.3 The terminals shall be splash proof, with a totally enclosed top surface, enabling the unit to withstand an accidental spillage of a full glass of liquid without interruption of operation.
- 1.4 The terminals shall be able to withstand regularly cleaning with industrial strength cleaning agents.
- 1.5 The terminals shall be portable and easily re-located to different areas in order to satisfy the varying demand of different events/functions/promotions etc.
- 1.6 The terminals shall have two (2) serial and two (2) USB ports as well as a dedicated cash drawer port.
- 1.7 A range of terminals should be available and have a minimum of two (2) levels of seventy (70) re-legible keys for Concessions and a minimum of 100 for Restaurants and Bars.
 - 1.7.1 Key templates must be able to be reproduced easily and quickly on standard computer equipment.
- 1.8 Terminals should be rugged membrane or touch screen.
- 1.9 The individual keys shall be no smaller than 20 x 15 mm to allow easy operation and readable legends.
- 1.10 Terminals must be capable of displaying a continuous subtotal on both the user and customer display and displays shall be backlit.
- 1.11 The terminals must have a small footprint and be of low profile and shall allow cash drawers to be mounted either on top or beneath the counter.

2. TERMINAL HARDWARE FEATURES

- 2.1 Shall have a low power-consumption, energy saving design with no fans or moving parts.
- 2.2 POS terminals shall have no dependence on Windows or SQL client access licenses.
- 2.3 All technologies required within a venue shall be capable of being integrated in the same system and share printers, e.g. Concession Terminals, Bar Terminals, Portable Terminals, Touch Screen Terminals and Hand Held units.
- 2.4 Each terminal shall be capable of supporting the following optional peripheral devices:
 - 2.4.1 Data input devices such as, Magnetic Stripe Reader, Proximity Readers, etc.
 - 2.4.2 Bar Code Scanner
 - 2.4.3 Receipt and journal Printer
 - 2.4.4 Customer display
 - 2.4.5 RF Cashier or Loyalty Reader
 - 2.4.6 Multiple Cash Drawers
- 2.5 The POS solution shall provide flexibility in networking options. Describe the options available with your solution.
- 2.6 Each terminal shall be capable of full operation without loss of data, in the event of back office computer or network failure.
 - 2.6.1 Terminal shall be able to operate in offline mode for at least two (2) consecutive events before being reconnected.
 - 2.6.2 Once service has returned, data shall be downloaded to the server automatically without loss of definition.

- 2.7 Each terminal shall be capable of full operation without loss of data in the event of power failure.
 - 2.7.1 Concession terminals shall be able to operate for at least 30 minutes without power.
 - 2.7.2 Restaurant and Bar terminals shall be able to operate for at least 15 minutes without power.
- 2.8 Each terminal shall be easy and quick to replace with only minor tweaks to back-office configuration.
- 2.9 Each terminal shall have a unique device ID to identify it to the back office computer.
- 2.10 Must have a terminal option that is capable of paging back through at least the 100 previous sales in the event of a query on a sale.
 - 2.10.1 This procedure must be maintained even after the sale may have been transmitted to the back office.
- 2.11 Must have a terminal option that is capable of holding and retrieving multiple sales, so that a sale can be put on hold and another customer served in the event of a wait for a product or while a query on a sale is resolved.
- 2.12 Must have a terminal option able to support stored table or tab charges, accessible from any terminal in the same location.
- 2.13 Terminals must be able to share any printer in the same location and printers must be able to be quickly re-assigned from the back office in the event of a printer failure.
- 2.14 Terminals must support multiple remote printing of selectable PLU's such as in Kitchen Printing.
- 2.15 All keys should be capable of being protected by selective access by job role (Manager, Supervisor, Cashier, etc.) or password controlled.
- 2.16 Terminals should support sales to specified Customer Accounts such as Owners or VIP accounts by way of magnetic swipe or optional RF card reader.
 - 2.16.1 It should also have the capability to make payments to those Accounts and check balances.
- 2.17 Terminals must have the ability to change prices in the event of a magnetic swipe or optional reader for RF card presentation, based on the type of card swiped, e.g. PayPass, VIP, Member or Employee Meals.
- 2.18 If a fixed price award is made for Employee Meals, certain products must be automatically disabled when the card is swiped to avoid expenditure on such items as alcohol.
- 2.19 The following "cash register" key functions are the minimum requirement:
 - 2.19.1 Fast PLU keys and PLU entry key.
 - 2.19.2 Fast cash keys, with assigned tendered amount e.g. \$5, \$10, \$20, \$50 & \$100, Next Dollar, Exact Dollar.
 - 2.19.3 Miscellaneous keys, e.g. Subtotal, Clear, Hold/Recall sale.
 - 2.19.4 Each key or keypad must be capable of being configured for the full range of key options, remotely via the back office computer.
 - 2.19.5 The system shall provide a full electronic journal for each transaction, with optional data appended for time, date, terminal number, Cashier I.D., and membership number.
 - 2.19.6 Each PLU shall have the ability to have at least four (4) price levels associated with it, and the price level shall be capable of being changed from the back office computer at user defined times.
 - 2.19.7 Price levels and individual price changes shall be capable of changing automatically during an event.
 - 2.19.8 Price levels shall be selectable by a pre-determined schedule during an event.
 - 2.19.9 Where one of the available price levels is a member's price; for example, this price level should automatically be selected if a membership card is presented.

3. BACK OFFICE HARDWARE

- 3.1 Should include the following servers:
 - 3.1.1 One Database Server - (Rack mount, Dual Quad-Core Xeon E5520, 8 GB RAM, Microsoft Server 2008 Standard, 4 x 500 GB 2.5 in SATA drives, DVD, 2 NICs, 750 W power supply)

- 3.1.2 One COMMS Server - (Rack Mount, Quad-Core Xeon E5506, 4 GB RAM, Microsoft 2008 Server Standard, 2 x 250 GB SATA drives, DVD, Embedded NIC, 400 W power supply)
- 3.1.3 One POS Server - (Rack Mount, Quad-Core Xeon E5506, 4 GB RAM, Microsoft 2008 Server Standard, 2 x 250 GB SATA drives, DVD, Embedded NIC, 400 W power supply)
- 3.1.4 Microsoft Server 2008 Standard - must be bought with Open License and Software Assurance.
- 3.2 The servers will be located on the Event Level Room TR B115.
- 3.3 The racks will be provided by others.

4. SOFTWARE REQUIREMENTS - GENERAL

- 4.1 POS and Back Office software must provide a fully integrated solution, with no dependency on 3rd party solutions, including Loaded Tickets and Gift Cards.
- 4.2 Provide credit card authorization times, from swipe to receipt print, for a POS in a live environment during the peak transaction time of an event.
- 4.3 Complete POS system and back office shall be PA-DSS compliant, which meets PCI requirements for payment applications.
 - 4.3.1 Please provide the version of PA-DSS your proposed system is certified against.
 - 4.3.2 Please provide any details of your history with PA-DSS compliance, were upgrades of hardware and / or software required?
- 4.4 POS and Back Office software must also allow for easy integration with 3rd party solutions, including Loaded Tickets, Gift Cards, Digital Menu Boards, and ipTV.
- 4.5 The back office software shall be fully integrated so that sales and inventory data from Concessions, Retail, Suite Catering, Restaurants, Bars, Merchandising and In Seat Service can be contained in a single report.
- 4.6 Back office software shall include a full-featured, integrated reporting engine, with common reports on sales, inventory, stock, clerks, etc.
- 4.7 Event or day driven, with ability to have multiple event opens concurrently.
- 4.8 Each sales transaction shall be assigned a unique transaction number to assist in audit trail.
- 4.9 Back Office software shall support multiple security access levels based on user profiles.
 - 4.9.1 Security shall be structured to allow access to only certain parts of the system, but shall also be able to restrict those parts to full access or read only.
- 4.10 Credit Card software shall fully integrate with all Points of Sale.
- 4.11 Ability to have variable stocking, transfer & selling units with additional purchasing unit definable by supplier.
- 4.12 Purchasing component should have a direct link to Sysco for on-line ordering.
- 4.13 Ability to update the back office software or the software operating in the terminals from one central point, and in real-time.
- 4.14 Ability to assign multiple warehouses per location.
- 4.15 Ability to enter Stock at the POS terminal so that it appears directly in the stand worksheet (including Ending Counts, Employee Meals, and Spoilage).
- 4.16 Full reporting package including comprehensive physical, terminal and cash sales reporting by event type, event, and date range.

5. HARDWARE MAINTENANCE AND ANNUAL SUPPORT

- 5.1 Describe your hardware maintenance options and support services.
 - 5.1.1 Describe what services are included in your annual fee and what services are additional costs.
- 5.2 Show a five (5) year total cost of ownership.

6. INSTALLATION AND TRAINING

- 6.1 Please include an installation plan and timeline along with initial training schedule. Include event monitoring for three (3) events, to be at the request of the client.
- 6.2 Include resources to revisit the venue, six (6) months after opening for re training.

7. SYSTEM FUNCTIONALITY

- 7.1 Full cash room facilities with entry at concession or terminal level and break down by cashier.
- 7.2 Full reporting capability with Physical, Terminal and Cash sale variations, with the ability to drill down to full cashier audit.
- 7.3 Search for individual transactions by terminal, sale ID, credit card, quantity or price.
- 7.4 Ability to perform pre-event and event day stock transfers.
- 7.5 Employee meals should be tracked by individual employee; by day, month, year (amount spent, product purchased) with optional use of employee swipe card.
- 7.6 Sales and stock should be able to be monitored by real time from any manager workstation.
 - 7.6.1 It is preferable that monitors can be defined with user alerts when crucial stock lines fall below minimum levels.

8. SUITE CATERING

- 8.1 Should support multiple customers per suite.
- 8.2 Multiple service levels definable by order type and customer.
- 8.3 Should provide advance day ordering, advanced day web ordering, and event day ordering with full customer summary and optional payment methods.
- 8.4 The ability to individually assign special items (such as cutlery, special side orders) to products.
- 8.5 Configurable product entry for special requirements that do not exist in the system.
- 8.6 PAR level definition by Suite.
- 8.7 Full aged accounts.
- 8.8 Ability to generate kitchen production schedule.
- 8.9 Ability to produce kitchen labels.

9. COMPANY INFORMATION

- 9.1 Provide company history for POS Systems in the Stadium and Arena industry, including acquisitions and any product changes as a result.
- 9.2 Provide information on five (5) recent projects of similar size or scope that have been completed by your company.
 - 9.2.1 Provide the project name and a client point of contact for each with name, title, address and phone number.
- 9.3 Describe the installation base of your current software and hardware solution.
- 9.4 When and where was your oldest install of current hardware and software?
 - 9.4.1 How much of the original installed hardware has been replaced?
- 9.5 Describe the POS provider's company involvement in green, environment-friendly practices.

10. PROJECT DESCRIPTION

- 10.1 Project Description and Construction Team:
 - 10.1.1 Owner: West Haymarket JPA (Joint Public Agency)
 - 10.1.2 Food & Beverage Management: SMG Management / SAVOR
 - 10.1.3 JPA Program Manager: PC Sports
 - 10.1.4 Project Architect: DLR Group
 - 10.1.5 Contractor: Mortenson Construction
- 10.2 Project location:
 - Pinnacle Bank Arena
 - Lincoln, NE 68508
- 10.3 Type of Construction:
 - 10.3.1 The project consist of a 16,000 seat arena of approximately five levels to include Event Level, Main Concourse, Premium Suite Level, Upper Concourse and the catwalk level.
 - 10.3.2 The attached garage is approximately 280 spaces and is a three-level precast structure.

11. CONTRACT

- 11.1 The Vendor contract will need to be approved by the JPA at a formal board meeting.
 - 11.1.1 A notice to proceed will follow the approval.

12. EXAMINATION

- 12.1 Make a careful examination of the site, and investigate, at no cost or risk to the Owner, all matters relating to the nature of the work to be undertaken, the means of access and egress thereto and therefrom, the obstacles to be met with the rights and interests which may be interfered with during the construction of the work.
- 12.2 Make a careful examination of the extent of the work to be performed and all matters which are referred to in the drawings, specifications, and contract documents or which are necessary for the full and proper construction of the work and the conditions under which it will be performed.

13. SECURITY

- 13.1 Access will be restricted only to those having business on the site.
- 13.2 Further security of this Vendor's material, equipment, and plant must be provided by this Vendor.

14. SAFETY MEASURES

- 14.1 All persons must wear safety helmets, eye wear, appropriate gloves and comply with the arena contractor's safety requirements.
- 14.2 The Vendor is to comply with all applicable sections of governing federal, state and all local city authorities, unless otherwise specified.
- 14.3 In the event of conflict between any of the provisions of municipal by-laws, state acts or federal codes, the most restrictive shall apply.

15. USE OF WORK AREA

- 15.1 Delivery of supplies, equipment and/or materials to the site shall be along routes designated by the Arena Contractor or his representative.
- 15.2 The Vendor must obtain prior approval from the Owner or his representative of areas proposed for temporary storage, stockpiling, equipment, maintenance or operations.
- 15.3 Working areas shall be chosen by the Owner or his representative in cooperation with the Arena Contractor.
- 15.4 The Vendor shall be responsible for repairing, at no cost to the Owner, all damages caused by the work of the Contract.

16. DISCREPANCIES AND OMISSIONS

- 16.1 Inspect and examine all food facilities design documents, drawings, and specifications before submitting a price.
- 16.2 Vendor finding discrepancies in, or omissions from the drawings, specifications or other documents, or having any doubt as to meaning or intent of any part thereof, shall at once notify the JPA's Purchasing Agent in writing, he will send written instructions in the form of an Addendum.
- 16.3 Direct inquiries to:

Vince M. Mejer
440 S. 8th Street, Suite 200
Fax: 402.441.6513
VMejer@lincoln.ne.gov

17. ORAL INSTRUCTIONS

- 17.1 Proposals shall not contain any recapitulation of work to be done.
- 17.2 No oral or telephonic proposals or modifications will be considered.
- 17.3 Neither the Owner nor the JPA Program Manager shall be responsible for oral instructions.

- 18. ERRORS IN BIDS**
18.1 Owner will not entertain requests for gratuitous payments arising from errors alleged to have been made in Bid that he has accepted.
- 19. DIRECTIONS**
19.1 Completely fill in all blank spaces in Exhibit "B" Unit Pricing.
19.2 State in numbers.
19.3 Completed pricing shall be without interlineations, alterations or erasures.
- 20. ALTERNATIVE, SEPARATE AND ITEMIZED PRICES**
20.1 Where separate and itemized prices are requested, it is agreed that such prices may be accepted at any time within a period of ninety (90) days after closing date for prices.
- 21. CO-OPERATION, CONSTRUCTION AND INTERFACING WITH OTHER CONTRACTORS**
21.1 Insure that all trades co-operate with each other to insure that work will be carried out expeditiously and will be satisfactory in all respects at completion.
21.2 Insure that all examine the Plans and Specifications covering the work of all other sections.
21.3 This Vendor shall coordinate his work with the work of other Contractors at the site and shall not commit or permit any act which will interfere with the performance of the work of other Contractors.
21.3.1 Where this Vendor's work adjoins that of other Contractors, he shall confer with them as required and so arrange his work that there shall be no discrepancies when the whole work is completed.
21.3.2 If this Vendor fails to cooperate with or coordinate his work with the work of other contractors, he shall not make any claim founded on delays which have resulted from such failure and he shall save the Owner harmless from all claims made by other Contractors which are founded on delays caused by such failure.
21.4 If any part of the work depends on its proper execution or results upon the work of other contractors, this Vendor shall report promptly advise the Owner in writing any defects in the work of such other Contractors that interfere with the proper execution of the work.
21.5 Should the Vendor fail to inspect and report, he shall have no claim against the Owner by reason of defective or unfinished work of any other Contractor except as to latent defects no reasonably observable at the time of the commencement of the Vendor's work.
21.6 The Vendor shall be responsible for any and all damages caused by his or her negligence or failure to coordinate his work with that of other Contractors and any additional expenses arising therefrom.
21.7 There may be other Contractors or forces of the Owner working in the same area where work under this Contract will be performed.
21.7.1 The Owner or his designated representative will use his or her best efforts to assist with coordination of work of all Contractors so as to minimize interference with or suspension of work of any other Contractor.
21.7.2 These coordination efforts shall be consistent with orderly and expeditious performance and completion of the project as a whole.
21.8 The Vendor must anticipate that this work may be interfered with or suspended from time to time on account of concurrent performance of the work by other contractors.
21.8.1 This Contractor shall, if requested by the Owner or his designated representative, arrange his work under the Contract with the work being performed by other Contractors.
21.8.2 Furthermore, the Owner or his designated representative may direct that certain facilities be used mutually by the Contractor and other persons.
21.9 Prior to the commencement of the work, the Vendor accompanied by the Owner or his designated representative, shall inspect all previous works executed by other trades and shall report his approval promptly in writing.
21.10 If any part of the work executed is unsatisfactory, this Vendor shall so report in writing to the Owner or his designated representative prior to the commencement of his work.

- 21.11 If the necessity for corrective work is established, the Owner or his designated representative will proceed with these corrections.
- 21.12 Should the Vendor fail so to inspect and report as mentioned above, he will become responsible for all uncorrected works executed by other trades, and he shall have no claim against the Owner by reason of defective or unfinished work of any other Contractor, and he shall correct the work as required at this own expense.
- 21.13 All Scope of Work for this Package will need to be coordinated with the main arena contractor's schedule (Mortenson).
 - 21.13.1 This will be done in more detail once a Vendor is selected and delivery/install timelines are established.
 - 21.13.2 Refer to Attachment "E" for the current Arena Construction Schedule.
- 21.14 The Food Service Plans and Specifications relating to this RFP are provided as Attachment "F".

22. SUBMITTAL REQUIREMENTS

- 22.1 Submit seven (7) copies of your proposal on or before the date and time established for receiving proposals.
 - 22.1.1 Submit your proposals to:
 - Vince M. Mejer, Purchasing Agent
 - City of Lincoln
 - 440 So. 8th St., Ste. 200
 - Lincoln, NE 68508
 - 22.1.2 Indicate the RFP number and Firm Name on the outside of the sealed proposal.
 - 22.1.3 **Proposers must also complete and submit the electronic portion (Attributes and Line Item sections) of this proposal on the E-bid system.**
 - 22.1.3.1 The electronic response of this proposal will include information such as proposal requirements and addendum acknowledgments.
 - 22.1.3.2 Electronic submittal must be submitted before the closing date and time of this RFP.
- 22.2 All inquiries regarding these specifications shall be directed to Vince Mejer, Purchasing Agent, via e-mail request to vmejer@lincoln.ne.gov or faxed request to 402-441-6513.
 - 22.2.1 These inquiries and/or responses shall be distributed to prospective Vendors electronically as an addenda.
 - 22.2.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
- 22.3 No direct contact is allowed between Vendor and other City or JPA Staff through the bid process.
 - 22.3.1 Failure to comply with this directive may result in the Vendor bid being rejected.

23. SUB-CONTRACTORS

- 23.1 Bidders shall list the names of any Sub-Contractor upon whose proposals this bid is based.
- 23.2 We recognize that the list of Subcontractors shall be considered in the selection of the successful bidder.
- 23.3 Bids will not be accepted unless accompanied by a complete list of Subcontractors and that no names either of Subcontractors, Contractor or "Own Forces" may be changed after submission of bid, unless good and sufficient cause is submitted in writing and written approval received from the Owner and Consultant.
- 23.4. The list of Subcontractors shall be attached to the Response Attachments section of the E-bid system.

24. SCHEDULE OF UNIT PRICES

- 24.1 Refer to Attachment "B".

25. INSURANCE REQUIREMENTS

- 25.1 Refer to Attachment "D".