CONTRACT DOCUMENTS

LANCASTER COUNTY
N E B R A S K A

ANNUAL REQUIREMENTS
FOR
County Snow Removal - Truck Mounted Plow Services
Bid No. 14-289

K2 Construction
7701 Cornhusker Hwy
Lincoln, NE 68462
(402) 467-2355

LANCASTER COUNTY
CONTRACT TERMS

THIS CONTRACT, made and entered into by and between **K2 Construction, 7701 Cornhusker Hwy, Lincoln, NE 68462** , hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

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

For providing **County Snow Removal - Truck Mounted Plow Services, Bid No. 14-289** and,

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

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

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

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

Agreement to full proposal

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

The County will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The County shall order on an as-needed basis for the duration of the contract. The estimated cost of products or services for County agencies shall be $140.00 per hour per truck mounted plow, for a total not to exceed $10,000.00 during the contract term without approval by the Board of Commissioners.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

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

5. Termination. This Contract may be terminated by the following:
   - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
   - 5.2) Termination for Cause. The County may terminate the Contract for cause if the Contractor:
     - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
     - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
     - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the County will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Period of Performance. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with option to renew for three (3) additional one (1) year terms.

8. Assignment. Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County.

9. The Contract Documents comprise the Contract, and consist of the following:
   1. Contract Terms
   2. Accepted Proposal/Supplier Response
   3. Special Provisions
   4. Specifications
   5. Maintenance District Map
   6. Employee Classification Act Requirements
   7. Employee Classification Act Affidavit
   8. Instructions to Bidders
   9. Insurance Requirements
   10. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached.

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

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

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Deputy Lancaster County Attorney

The Board of County Commissioners of Lancaster, Nebraska

dated 3/10/15

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

K2 Construction
Name of Corporation

7701 Cornhusker Highway Lincoln, NE 68507
(Address)

By:
Duly Authorized Official

Manager
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By:
Member

By:
Member

IF AN INDIVIDUAL:

Name

Address

Signature

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Sharon Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	smulder@lincoln.ne.gov			
Phone	(402) 441-7428	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact
Fax	(402) 441-6513			Department
				Building
Bid Number	14-289	Department		
Title	County Snow Removal - Truck Mounted Plow Services	Building	Suite 200	Floor/Room
				Telephone
Bid Type	Bid	Floor/Room		Fax
Issue Date	12/17/2014	Telephone	(402) 441-7428	Email
Close Date	1/7/2015 12:00:00 PM CT	Fax	(402) 441-6513	
Need by Date		Email	smulder@lincoln.ne.gov	

Supplier Information

Company	K2 Construction
Address	7701 Cornhusker Highway
	Lincoln, NE 68462
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (402) 467-2355
Fax	1 (402) 467-2055
Email	
Submitted	1/6/2015 4:15:12 PM CT
Total	$280.00

Signature Travis Sondgeroth Email travis@k2construction.biz

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	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Drawings	I acknowledge reading and understanding the Project Drawings.	Yes
6	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
7	Contact	Name of person submitting this bid:	Travis Sondgeroth
8	Renewal is an Option	Contract Extenstion Renewal is an option.	Yes
9	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
10	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. (a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	Yes, Yes, 2015
11	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
12	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
13	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
14	Electronic Signature	Please check here for your electronic signature.	Yes
15	Disaster Plan	DISASTER PLAN PARTICIPATION: If awarded a contract, can the City of Lincoln call on your firm to participate in a disaster relief/cleanup plan with your company performing duties similar to those in the contract? YES or NO If YES, I understand that the terms and pricing will not deviate from the executed contract.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Hour	Truck Mounted Snow Plow 1 - District 1; Cost per Hour for actual Snow Plowing Services	$140.00

Item Notes: Per attached map, area marked District 1

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Make	Make of Truck	Freightliner
2	Model	Model of Truck	FL70
3	Year	Year of Truck	2002

#	Qty	UOM	Description	Response
2	1	Hour	Truck Mounted Snow Plow 2 - District 1; Cost per Hour for actual Snow Plowing Services	$140.00

Item Notes: Per attached map, area marked District 1

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Make	Make of Truck	Freightliner
2	Model	Model of Truck	FL70
3	Year	Year of Truck	2002

#	Qty	UOM	Description	Response
3	1	Hour	Truck Mounted Snow Plow 1 - District 2; Cost per Hour for actual Snow Plowing Services	No Bid

Item Notes: Per attached map, area marked District 2

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Make	Make of Truck	
2	Model	Model of Truck	
3	Year	Year of Truck	

#	Qty	UOM	Description	Response
4	1	Hour	Truck Mounted Snow Plow 2 - District 2; Cost per Hour for actual Snow Plowing Services	No Bid

Item Notes: Per attached map, area marked District 2

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Make	Make of Truck	
2	Model	Model of Truck	
3	Year	Year of Truck	

5 1 Hour Truck Mounted Snow Plow 1 - District 3; Cost per Hour for actual Snow Plowing Services No Bid

Item Notes: Per attached map, area marked District 3

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Make	Make of Truck	
2	Model	Model of Truck	
3	Year	Year of Truck	

6 1 Hour Truck Mounted Snow Plow 2 - District 3; Cost per Hour for actual Snow Plowing Services No Bid

Item Notes: Per attached map, area marked District 3

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Make	Make of Truck	
2	Model	Model of Truck	
3	Year	Year of Truck	

7 1 Hour Truck Mounted Snow Plow 1 - District 4; Cost per Hour for actual Snow Plowing Services No Bid

Item Notes: Per attached map, area marked District 4

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Make	Make of Truck	
2	Model	Model of Truck	

3	Year	Year of Truck	

8	1	Hour	Truck Mounted Snow Plow 2 - District 4; Cost per Hour for actual Snow Plowing Services		No Bid

Item Notes: Per attached map, area marked District 4

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Make	Make of Truck	
2	Model	Model of Truck	
3	Year	Year of Truck	

Response Total: $280.00

LANCASTER COUNTY

Employee Classification Act Requirements

WHEREAS, there is concern over the inappropriate competitive advantages in the public bidding process for local publicly funded construction and delivery service contracts resulting from the misclassification of individuals performing construction labor services as "independent contractors" rather than "employees"; such "independent contractors" are commonly referred to as "1099 workers" due to the IRS form they receive rather than a W-4 which an employee receives;

WHEREAS, this misclassification of such individuals as "independent contractors" rather than as "employees" eliminates any obligation to pay these individuals legally required minimum or overtime wages, to provide legally required workers' compensation insurance, to make unemployment insurance payments, to pay legally required employment and payroll taxes, and to provide any other health, pension, or benefit such individuals would typically receive if properly classified as employees;

WHEREAS, this misclassification of individuals performing construction labor services for the contractor as "independent contractors" rather than "employees" is a violation of federal and state law, but is difficult to enforce once public construction or delivery service contracts have been bid, awarded, and entered into;

WHEREAS, the use of public funds to compensate contractors who unlawfully avoid their obligation to pay legally required minimum or overtime wages, to provide legally required workers' compensation insurance, to make unemployment insurance payments, to pay legally required employment and payroll taxes, and to provide any other health, pension, or benefit is not in the public interest; and

WHEREAS, the Employee Classification Act, Neb. Rev. Stat. §§ 48-2901 to 48-2912 (effective July 15, 2010) provides that any contract entered into between a political subdivision and a contractor shall require that each contractor who performs construction or delivery service pursuant to the contract submit to the political subdivision an affidavit attesting that (1) each individual performing services for such contractor is properly classified under the Employee Classification Act, (2) such contractor has completed a federal I-9 immigration form and has

such form on file for each employee performing service, (3) such contractor has complied with Neb. Rev. Stat. § 4-114 requirements that the contractor register and use a federal immigration employment verification system to determine the work eligibility status of new employees physically performing services in the State of Nebraska, (4) such contractor has no reasonable basis to believe that any individual performing services for such contractor is an undocumented worker, and (5) as of the time of the contract, such contractor is not barred from contracting with the state or any political subdivision pursuant to § 48-2912 of the Employee Classification Act.

NOW, THEREFORE, Lancaster County adopts the following policy as to the bid and award of contracts to contractors for construction and delivery services with Lancaster County"

The Purchasing Agent shall immediately include in the County's notice to bidders for construction contracts that all contractors submitting bids in response to the notice shall affirmatively certify to the Purchasing Agent that all individuals hired to perform construction or delivery labor services for the contractor under the contract shall be properly classified as employees and not as independent contractors if the individual does not meet the requirements of an independent contractor under federal and state law (including the requirements of the State of Nebraska Employee Classification Act), and that the contractor will comply with all legal obligations with respect to these employees (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes). The notice to bidders shall further provide that contractors may use affidavits required pursuant to the Employee Classification Act for this purpose, but that a failure to make the affirmative certification to the Purchasing Agent shall render the bidder ineligible for award of the contract.

The Purchasing Agent shall immediately include the following provisions in contracts for construction or delivery services:

(1) Contractor agrees that each individual performing services for the contractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and that contractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes).

(2) Contractor understands and agrees that failure to classify each individual hired to

perform services under the contract as an employee rather than as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a ground for rescission of the Contract by the County.

(3) Contractor additionally agrees to include the following provision in each subcontract entered into with a subcontractor as part of the contractor's contract with the County:

(a) Subcontractor agrees that each individual performing services for the subcontractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and that subcontractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes).

(b) Subcontractor understands and agrees that subcontractor's failure to properly classify individuals hired to perform services under the subcontract as employees and not as independent contractors if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligation with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a ground for rescission of the subcontract with the contractor.

(4) Contractor agrees that if subcontractor fails to or is suspected of failing to properly classify each individual hired pursuant to the subcontract as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or fails to comply with legal obligations with respect to the subcontractor's employees, the contractor shall take appropriate corrective action including, but not limited to, reporting the suspected violation of

the State of Nebraska Employee Classification Act to the Nebraska Department of Labor or rescission of the subcontract by the contractor. Written notification of the corrective action shall be submitted to the Lincoln-Lancaster County Purchasing Department. Contractor understands and agrees that contractor's failure to take appropriate corrective action shall be considered a breach of the contractor's contract with the County and is a ground for rescission of the contract by the County.

(5) The County shall notify the Nebraska Department of Labor of any contractor or subcontractor it has determined is in breach of contract due to the terms of this order.

(6) Any contractor or subcontractor who shall have been determined by the Nebraska Department of Labor to have knowingly provided a false affidavit to the County under the State of Nebraska's Employee Classification Act shall be referred to the Purchasing Agent of the County who shall determine whether to declare such contractor or subcontractor an irresponsible bidder who shall be disqualified from receiving any business from the County for a stated period of time.

(7) This policy does not prohibit a contractor or subcontractor from hiring individuals to perform construction labor services as independent contractors, provided that the contractor's or subcontractor's use of such individuals as an independent contractor complies with the criteria found in subdivision 5 of Neb. Rev. Stat. § 48-604 and is otherwise valid under federal and state law and is not intended to circumvent lawful obligations under federal and state law or county contractual requirements.

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, Nebraska Revised Statutes 48-2901 to 48-2912,

I, T. Sondgeroth, herein below known as the Contractor, state under oath and swear as follows:

1. Each individual performing services for the Contractor is properly classified under the Employee Classification Act.

2.The Contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services.

3. The Contractor has complied with Neb. Rev. Stat. 4-114.

4. The Contractor has no reasonable basis to believe that any individual performing services for the Contractor is an undocumented worker.

5. The Contractor is not barred from contracting with the state or any political subdivision pursuant to Neb. Rev. Stat. 48-2912 of this Act.

6. As the Contractor, I understand that pursuant to the Employee Classification Act a violation of the Act by a contractor is grounds for rescission of the contract by Lancaster County. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with Lancaster County for a period of three years after the date of discovery of the falsehood.

I hereby affirm and swear that the statements and information provided on this affidavit are true, complete and accurate. The undersigned person does hereby agree and represent that he or she is legally capable to sign this affidavit and to lawfully bind the Contractor to this affidavit.

PRINT NAME: Travis J. Sondgeroth
(First, Middle, Last)

SIGNATURE: [signature]

TITLE: Manager

State of Nebraska)
) ss.
County of Lancaster)

JEFF WEBERT
State of Nebraska-General Notary
My Commission Expires
February 27, 2019

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 24 day of March, 20__.

[signature]
Notary Public

SPECIFICATION
SNOW REMOVAL - TRUCK MOUNTED SNOWPLOW SERVICES

1. **SCOPE**
   - 1.1 Lancaster County is requesting bids from Contractors to assist in snow removal from County Roads using Truck Mounted Snowplow.
   - 1.2 Contractor shall furnish truck(s) with Snowplow and operator(s) for the purpose of plowing snow for the County during the winter season beginning on or about November 15 and ending on or about May 1.
     - 1.2.1 Services may be required outside of these dates and Contractor agrees to provide services as needed.
   - 1.3 The County intends to enter into a contract for a one (1) year term with the option to renew for up to three (3) additional one (1) year terms.
     - 1.3.1 If the Contractor agrees to renewal, number and type of trucks will be verified each year at time of renewal.
     - 1.3.2 Pricing must remain firm during the initial contract term.
   - 1.4 Bidder shall submit bid documents and all supporting material via e-bid.
     - 1.4.1 Contractor may bid as many trucks that meet the requirements of this specification; however, a new Line Item must be completed for each truck proposed.
   - 1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov) or fax: (402) 441-6513.
     - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda
     - 1.5.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
     - 1.5.3 No direct contact is allowed between Vendor and other County staff throughout the bid process.
       - 1.5.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
   - 1.6 Annual Training is a mandatory requirement for all Truck Mounted Snowplow Service operators.
     - 1.6.1 Operators who fail to attend training class will not be allowed to plow snow until their training is made up.
       - 1.6.1.1 Training shall be monitored by the County.
     - 1.6.2 All awarded contractors shall be notified the details of the training class(es) by the County Engineering Department.
   - 1.7 Vendor may bid on one (1) line or all lines.
     - 1.7.1 Award(s) will be made per District.

2. **CONTRACT AND CERTIFICATE OF INSURANCE**
   - 2.1 Within fourteen (14) calendar days after the award of the bid, the Contractor shall sign and return the contract to the City of Lincoln/Lancaster County Purchasing Department.
   - 2.2 Also within such time period, the Contractor must furnish a Certificate of Insurance in accordance with the requirements specified in the bid documents.
     - 2.2.1 All Certificates of Insurance shall be filed with the County on the standard Accord Certificate of Insurance form showing the specific limits of insurance coverage required, and showing **Lancaster County as an "additional insured"** as pertains to snow removal services.
     - 2.2.2 Such Certification shall specifically state that insurance policies are to be endorsed to require the insurer to provide the County thirty days notice of cancellation or non-renewal of any material reduction of insurance coverage.

3. **MINIMUM TRUCK SPECIFICATION**

3.1 The Contractor shall furnish truck-mounted reversible snow plows for such purpose that meet or exceed the following specifications:

3.1.1 (Truck Power Unit)

3.1.1.1 ENGINE: Gasoline or Diesel powered, 350 cubic inch minimum displacement.

3.1.1.2 HORSEPOWER: 150 minimum net.

3.1.1.3 GVWR: 27,500 lbs. minimum.

3.1.1.4 FRONT AXLE: 10,000 lbs. minimum.

3.1.1.5 CAB TO AXLE: 84 inches minimum.

3.1.1.6 FUEL TANK: Not less than 50 U.S. gallons.

3.1.1.7 Truck must be of dump design, capable of transporting sufficient ballast during plowing operations to provide for proper traction and stability without exceeding GVW ratings.

3.1.1.8 LIGHTS: All lights required by FMVSS 108 plus a revolving or strobe type beacon.

3.1.2 (SNOWPLOW AND HITCH)

3.1.2.1 10 ft. hydraulically reversible snowplow with attaching hitch.

3.1.2.2 LENGTH: 10 ft. straight blade minimum @ 0°.

3.1.3 PATH CLEARING

3.1.3.1 9' 10" @ 10°.

3.1.3.2 9' 5" @ 20°.

3.1.3.3 8' 8" @ 30°.

3.1.3.4 8' 0" @ 37°.

3.1.4 HEIGHT: 39 inches minimum.

3.1.5 10 USS gauge minimum.

3.1.6 Approximate weight of moldboard 1700 lbs.
(Note: Please state weight of moldboard in the item attribute provided.)

3.1.7 Minimum lift height from ground 14 inches.
(Note: Please state lift height from ground in the item the attribute provided.)

3.1.8 BLADE: High carbon steel 5/8" x 8" x 10'.

3.1.9 HITCH: Must be of sufficient construction and strength to safely carry, lift and push the snowplow.

3.1.10 The County reserves the right to inspect all snowplow units bid to insure that they are of sufficient design and construction to safely and efficiently remove snow from County roads.

4. CONTRACTOR RESPONSIBILITIES

4.1 Contractor shall be responsible for all fuel, lubricants, repair and maintenance of the truck, plow and hitch.

4.2 The Contractor is an independent Contractor, and neither the Contractor nor his/her employees or agents shall be considered for any purpose to be employees of the County.

4.2.1 Contractor shall be responsible to provide qualified operator(s) for the truck plows.

4.2.2 Any such operator shall be at least twenty-one (21) years of age, shall hold a valid Nebraska commercial motor vehicle operator's license, and shall be skilled in operation of the Contractor's equipment for snow-plowing purposes.

4.3 Contractor shall respond for the purpose of plowing snow from County roads in accordance with the Lancaster County Ice and Snow Control Plan within a maximum of two (2) hours after being called by the County Engineering or his/her designated representative.

4.3.1 The County will make every attempt to give a 12 hour notice.

4.4 Contractor shall notify the County of any mechanical failure to the truck plow that prevents its use for snow-plowing.

4.4.1 As soon as the mechanical failure is repaired, Contractor shall notify the County that the unit is again available.

4.4.2 No hourly rate of payment shall be made to the Contractor for his/her

maintenance and repair during this "'downtime" and the hourly rate will not resume until the equipment is back in use in the field.

5. COUNTY RESPONSIBILITIES

5.1 The County will provide to the Contractor assigned district(s) for snow plowing, including maps showing the district boundaries and the roads within the districts.

5.1.1 More than one Contractor may be assigned to districts and they will be expected to work together as a team.

5.2 Upon completion of snow removal within contractors assigned district, contractor shall report to the assigned district shop for reassignment or release by the district supervisor.

5.3 If snow plowing is required for an extended period of time, Contractor must make shift changes at a location in the same area that plowing is being conducted.

5.4 The County has the option of installing a temporary GPS Tracking System in the truck to track the progress of snow removal.

5.4.1 The County will be responsible for the installation and removal of Tracking System.

SPECIAL PROVISIONS
FOR
TERM CONTRACTS

PURCHASING DEPARTMENT
CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA

1. ESTIMATED QUANTITIES

1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.

1.2 Items listed may or may not be an inclusive requirements for this category.

1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.

1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.

2.2 Bidder must indicate in the Bid, if extension renewals are an option.

2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.

3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:

1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
6. Approved price changes are not applicable to orders already issued and in process at time of price change.
7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.
9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

4. CONTRACT ADMINISTRATION

4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.

4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.

4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.

4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.

4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

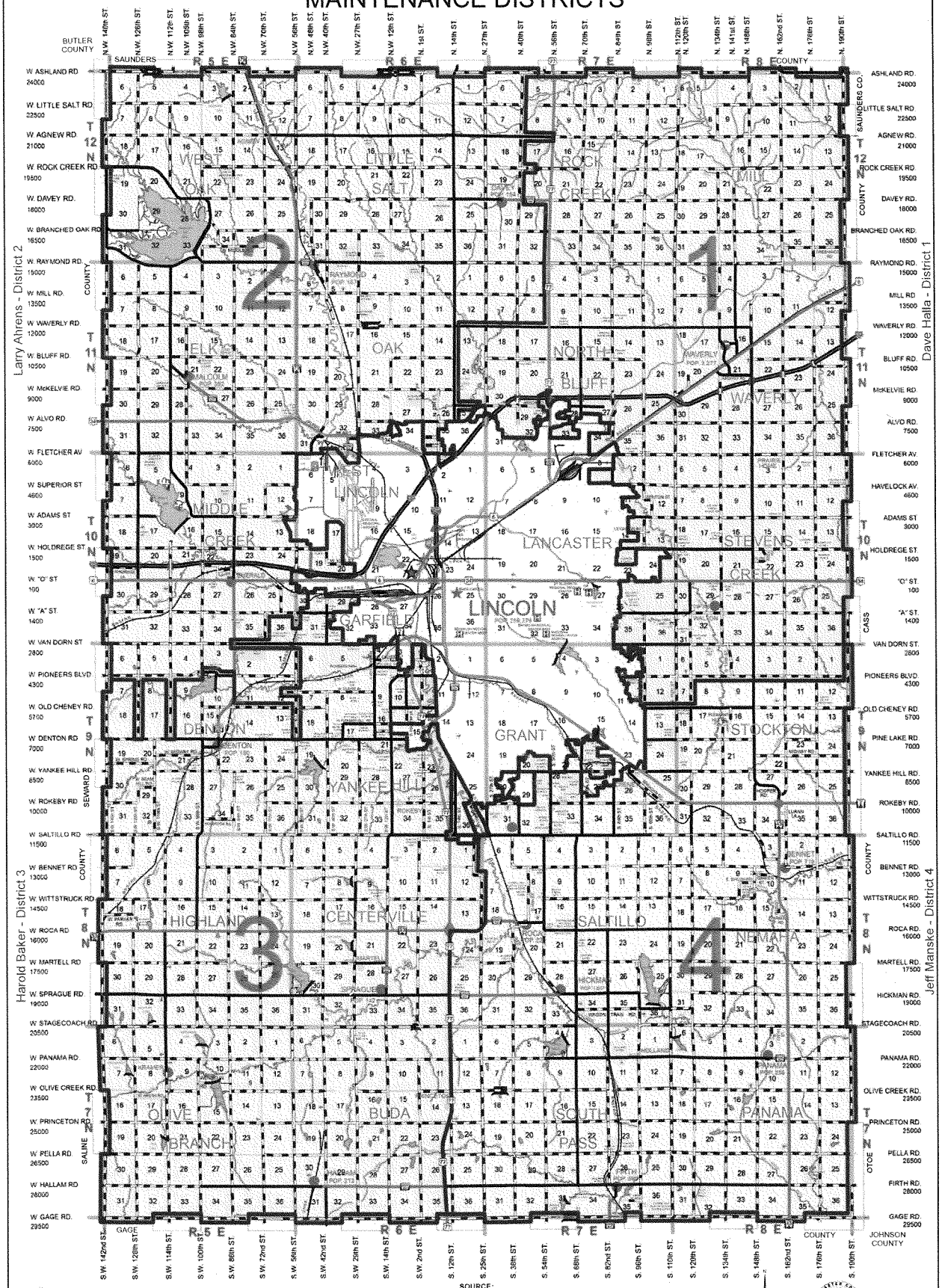
5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.

5.2 Such quarterly report shall itemize the following information:
1. Each ordering department.
2. Items and quantities purchased by department.
3. Total dollar amount of purchases by department.

PAMELA L. DINGMAN
COUNTY ENGINEER

LANCASTER COUNTY, NEBRASKA
MAINTENANCE DISTRICTS

KENNETH D. SCHROEDER
COUNTY SURVEYOR



INTERSTATE HIGHWAY
U.S. HIGHWAY
STATE HIGHWAY
PAVED ROAD
GRAVEL ROAD
DIRT ROAD
DAM WITH ROAD ON TOP
ROAD MAINTAINED BY ADJOINING COUNTY
RAILROAD
MOPAC TRAIL
CEMETERY
COUNTY PATROL STATIONS
COUNTY BOUNDARY
TOWNSHIP LINE
SECTION LINE
UNINCORPORATED VILLAGE
INCORPORATED VILLAGE OR CITY
SUBDIVISION
MAJOR PARKS
RIVER OR CREEK
LAKE OR POND
RESERVOIR WITH DAM
WETLANDS
COUNTY MAINTENANCE HEADQUARTERS

SOURCE:
Lancaster County Records, Lancaster County Engineering Department
1992 Lancaster County Map, Lancaster County Engineering Department
1997 Lancaster County Map, Lancaster County Engineering Department
2001 Lancaster County Map, Lancaster County Engineering Department
City Limits for Lincoln, City of Lincoln-Lancaster County Planning Department
Census Bureau TIGER/Line Data, U.S. Department of Commerce
Digital Aerial Orthophotography, Nebraska Department of Natural Resources
U.S.G.S. Topographic Quadrangles, U.S. Department of the Interior

LANCASTER COUNTY ENGINEERING DEPARTMENT
444 Cherrycreek Road Bldg. C
Lincoln, Nebraska 68528
Tel: 402-441-7681 Fax: 402-441-8692

0 1 2 3 Miles
0 1 2 3 4 Kilometers

MAP PREPARED AT PUBLIC EXPENSE AND NOT INTENDED FOR COMMERCIAL PURPOSES

Path: J:\Mike\Projects\Maps\Maintenance District Map.mxd

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Printing Date: January 2014

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA
PURCHASING DIVISION
E-Bid

1. BIDDING PROCEDURE

1.1 Sealed bid, (formal and informal), subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing Lancaster County, hereinafter referred to as "County", the materials, supplies, equipment or services shown in the electronic bid request.

1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.

1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.

1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.

1.5 Bids received after the time and date established for receiving bids will be rejected.

1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.

2. BID SECURITY

2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or Bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.

2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.

2.1.2 If bid security is not received in the Purchasing Division as stated above, the vendor may be determined to be non-responsive.

2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.

2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.

2.4 Bid security will be returned to the successful Bidder(s) as follows:

2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.

2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.

2.5 County shall have the right to retain the bid security of Bidders to whom an award is being considered until either:

2.5.1 A contract has been executed and bonds have been furnished.

2.5.2 The specified time has elapsed so that the bids may be withdrawn.

2.5.3 All bids have been rejected.

2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:

2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

3. BIDDER'S REPRESENTATION

3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, the bid attributes, the bid attachments, and the bid has been submitted in accordance therewith.

3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. INDEPENDENT PRICE DETERMINATION

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

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

5.1 Bidders shall promptly notify the Purchasing Agent or designee of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.

5.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent or designee at least five (5) calendar days prior to the date and time for receipt of formal bids.

5.3 Changes made to the bidding documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.

5.4 Oral interpretations or changes to the bidding documents made in any manner other than written form, will not be binding on the County; and Bidders shall not rely upon such interpretations or changes.

6. ADDENDA

6.1 Addenda are instruments issued by the County prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.

6.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.

6.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

7. ANTI-LOBBYING PROVISION

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

8. BRAND NAMES

8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.

8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.

8.3 Bids for alternate items shall be stated in the appropriate space on the E-Bid form. Bidders MUST attach to its bid documents in the Vendor Attachment Section of the E-Bid, a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.

8.4 The Bidder must indicate any variances and explain by item number from the bidding document no matter how slight.

8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the County's bidding documents.

9. DEMONSTRATIONS/SAMPLES

9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.

9.2 Such demonstration can be at the County delivery location or a surrounding community.

9.3 If items are small and mailable, and the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the County of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.

10.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.

10.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. to the County at the location specified by the County, with all transportation charges paid.

10.4 At the time of delivery, a designated Lancaster County employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items meet specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:

11.1.1 Manufacturer's warranties and/or guarantees.

11.1.2 Bidder's maintenance policies and associated costs.

11.2 As a minimum requirement of the County, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.

12.2 Material delivered under this bid shall remain the property of the Bidder until:

12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the County; and

12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.

12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the County reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.

12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska, as required by the bidding documents or purchase orders.

12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.

13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.

13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.

13.4 The bid will be awarded to the lowest responsive, responsible Bidder whose bid will be most advantageous to the County, and as the County deems will best serve the requirements and interests of the County.

13.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.

13.6 In order to determine if the Bidder has the experience, qualification, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the County. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.

13.7 The County reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.

13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

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

14.2 In any and all claims against the County or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

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

16. LAWS

16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.

16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

16.3 The Bidder agrees to hold the County harmless from any claims resulting from the Bidder's unlawful disclosure or use of private or confidential information.

17. EQUIPMENT TAX ASSESSMENT

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

18. AFFIRMATIVE ACTION

18.1 Each Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.

18.2 The successful Bidder will be required to comply with the provisions of the County's Affirmative Action Policy.

18.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful Bidder's equal opportunity policies, procedures and practices.

18.4 The County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. INSURANCE

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

20. EXECUTION OF CONTRACT

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

___ a. **PURCHASE ORDER**, unless otherwise noted.

1. This contract shall consist of a Lancaster County Purchase Order.
2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.

_X_ b. **CONTRACT,** unless otherwise noted.

1. County will furnish of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
3. The County will sign and date the Contract and submit the Contract to the County Board of Commissioners for approval and signature.
4. Upon approval and signature, the County will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

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

22. E-VERIFY

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

INSURANCE CLAUSE
FOR ALL COUNTY CONTRACTS

The Contractor shall indemnify and hold harmless, to the fullest extent allowed by law, Lancaster County, Nebraska, it agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgements and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or damage to or destruction of tangible property, including the loss of use resulting therefrom, that are caused in whole or in part by the Contractor, any subcontractor, or any agents or representatives, either directly or indirectly employed by them.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by LANCASTER COUNTY, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

A. Workers' Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by 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 of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:
Coverage A - Coverage will include Statutory requirements
Coverage B - Employers Liability
$100,000 Each Person
$100,000 Each Person by Disease
$500,000 Policy Limit - Disease

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

   Commercial General Liability (form CG0001 or equivalent) with limits of:

   $1,000,000 Each Occurrence
   $1,000,000 Personal Injury
   $2,000,000 Products/Completed Operations
   $2,000,000 General Aggregate

and:

2. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.

3. There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.

4. Coverage shall also include Products/Completed Operations.

5. Lancaster County shall be named as Additional insured (CG2010 or equivalent).

6. The Commercial General Liability coverage shall be endorsed with the Designated

Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).

C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage 1,000,000 Combined Single Limit

D. Railroad Contractual Liability Insurance: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

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

F. Builder's Risk Insurance: ***(For Building Construction Contracts Only)*** Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to LANCASTER COUNTY and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with LANCASTER COUNTY by the time work on the building begins and such insurance shall be subjected to the approval of LANCASTER COUNTY.

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

H. Certificate of Insurance: All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing LANCASTER COUNTY is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

The original certificate shall be provided to Lancaster County as designated and a copy to: Office of Risk Management, Lancaster County (555 So. 9th Street, Lincoln, NE 68508)

Advertise 2 times
Wednesday, December 17, 2014
Wednesday, December 24, 2014

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, Wednesday, December 31, 2014** for providing the following:

County Snow Removal
Truck Mounted Plow Services
Bid No. 14-289

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

Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-7416, or (402) 441-7417.