

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS  
SPECIFICATION NO. 07-015**

Lancaster County intends to enter into contract and invites you to submit a sealed bid for:

**ENCLOSED CARGO TRAILER**

**MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS**

Sealed bids will be received by Lancaster County, Nebraska on or before **12:00 noon Central Time, Wednesday, January 3, 2007**, in the office of the Purchasing Agent, "**K**" **Street Complex (SW Wing), Suite 200, 440 So. 8th Street**, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the First Floor Conference Room at the "K" Street Complex.

Specifications may be downloaded from the City/County Purchasing Division Website at: [www.lincoln.ne.gov](http://www.lincoln.ne.gov), keyword search "bid", select current year, select specification number listed above. All specifications are in PDF format.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered.

# Specifications For Enclosed Cargo Trailer

## 1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for a white 6'x14' enclosed cargo trailer.
- 1.2 Bid prices shall include entire cost of the trailer, customization and delivery.
- 1.3 Bidder shall submit two (2) complete sets of bid documents and all supporting material, unless otherwise stipulated.
- 1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Bob Walla, Assistant Purchasing Agent ([rwalla@lincoln.ne.gov](mailto:rwalla@lincoln.ne.gov))  
Or Fax: (402)441-6513.
  - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders as an addenda.
  - 1.4.2 The City of Lincoln shall only reply to written inquiries received within five (5) calendar days of bid opening.

## 2. WARRANTY

- 2.1 Vendor shall warrant all equipment for a minimum of 1 year from date of acceptance.
- 2.2 Vendor shall be responsible for all repairs, including parts, labor, and shipping during this one (1) year warranty period.

## 3. ACCEPTANCE OF MATERIAL

- 3.1 Order will be made on a standard purchase order issued by the Purchasing Agent.
- 3.2 All correspondence, including acknowledgment of receipt of orders, packing lists and invoices, shall carry the purchase order number assigned by the City of Lincoln.
- 3.3 If asked, the Contractor shall furnish to the City of Lincoln affidavits from manufacturer stating that the materials supplied fully conform to these material specifications.
- 3.4 **PRIOR TO TRAILER CONSTRUCTION, VENDOR MUST SEND A DIAGRAM/PRINT OF TRAILER FOR CITY OF LINCOLN APPROVAL!** Failure to contact City of Lincoln staff prior to construction may result in rejection of product at time of delivery.
- 3.4 A Final Inspection Checklist will be completed by City of Lincoln staff prior to payment being made to vendor.

## 4. DELIVERY

- 4.1 Unit bid prices shall include all delivery cost to the following location:

Lincoln Fire Station #11  
Lincoln Airport Authority  
Building 1034 LAPW  
Lincoln, NE 68524
- 4.2 Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., CDT, on normal City of Lincoln working days.
- 4.3 Trailer to be titled to: Lincoln-Lancaster County Dept. Of Emergency Management

## 5. TRAILER DIMENSIONS

- 5.1 Trailer shall be a 6'x14' enclosed cargo trailer.
- 5.2 Overall interior length shall be at least 14'
- 5.3 Overall interior width shall be at least 69"
- 5.4 Wall Height shall be 78"
- 5.5 Ceiling shall have a "round top" with a total head room height of 87".

## 6. DOORS

- 6.1 Trailer must have double cargo doors of equal size at rear.
- 6.2 Trailer must have 2 side doors measuring at least 36" wide located in the center of the front partition.

- 6.3 Trailer door height must measure at least 72".
- 6.4 All doors must be capable of a tight weather-proof seal and equipped with proper hardware for locking.
- 6.5 Rear cargo doors shall have a ramp storage hook capable of holding a 35" wide ramp.
  - 6.5.1 Ramp shall be attached to door safely and securely with hook.
  - 6.5.2 Ramp shall be 48" long.
- 6.6 A 20"height x 24" wide access door shall be installed on each side of the trailer between the front of the wheel fender and the partition wall inside the trailer.
  - 6.6.1 Access door shall swing up and have a hook to hold door up without falling.
  - 6.6.2 Access door shall have be locking with flush mount latches.

**7. HITCH**

- 7.1 Trailer shall attach to 2" ball on tow vehicle.
- 7.2 Trailer shall attach to tow vehicle at height of 14" - 18".
- 7.3 Trailer shall be equipped with proper safety chains or cables w/hooks to attach to tow vehicle.

**8. TONGUE**

- 8.1 Trailer tongue shall be made with all steel tube or channel construction.
- 8.2 Tongue weight not to exceed 180 lbs.
- 8.3 Trailer shall have a 2,000lb Swivel-up Jack mounted on or in tongue.
- 8.4 An additional 12" shall be added to the standard tongue length.

**9. AXLE**

- 9.1 Trailer shall be single axle.
- 9.2 Trailer shall have EZ Lube Hubs
- 9.3 Trailer shall have a minimum of 3,500 lb axle capacity.
- 9.4 Trailer shall have torsion suspension.

**10. TRAILER RATING**

- 10.1 Trailer shall have a minimum GVWR of 3,500 lbs.
- 10.2 Trailer shall have a minimum payload capacity of 1,800 lbs.

**11. WHEELS AND TIRES**

- 11.1 Wheels shall be 15" white-spoked.
- 11.2 Tires shall be ST205/75/R15 radials capable of safely supporting full load in trailer (load range C).
- 11.3 Tires shall be tubeless.
- 11.4 Wheels shall be no less than six (6) stud rims.
- 11.5 Spare tire matching rims and tires shall be mounted inside trailer front compartment.

**12. TRAILER CONSTRUCTION**

- 12.1 Trailer frame shall be tubular steel frame including walls and roof bows.
- 12.2 Trailer shall be enclosed and completely sealed with .040 gauge aluminum.
  - 12.2.1 Trailer exterior must have a rivetless design. No rivets in aluminum.
- 12.3 Trailer frame shall be mig welded and fully painted before enclosure.
- 12.4 Trailer frame floor beams shall be spaced a maximum of 24" apart.
- 12.5 Trailer wall beams shall be spaced a maximum of 16" apart.
- 12.6 Line-X or similar protective coating on tongue and tail.
- 12.7 Aluminum fenders over each wheel.
- 12.8 Aluminum stone guard on front of trailer
  - 12.8.1 Minimum height of stone guard is 36"
- 12.9 A license plate holder shall be attached to rear door.
- 12.10 A reinforced aluminum partition wall shall be installed inside the trailer 55" from the front of the trailer.
- 12.11 Trailer must have drop-down dock leg stands on each corner under rear of trailer. (Scissor jacks are unacceptable)

**13. ELECTRICAL/LIGHTING**

- 13.1 Two 12 volt lights will be located on ceiling near the side doors in front compartment inside trailer.
- 13.2 Two 12 volt lights will be installed under bottom shelf on wall as to illuminate area between the 36" shelf and the floor in front compartment.
- 13.3 Two 12 volt lights will be installed on ceiling near the back doors in rear compartment inside trailer.
- 13.4 Two 12 volt lights will be installed under bottom shelf on wall as to illuminate area between the 36" shelf and the floor.
- 13.5 A single light switch at the back of the trailer on the left hand side wall will operate all lights.
- 13.6 Exterior lighting shall conform to all DOT regulations.
- 13.7 7 pin 12 volt electrical hook-up to tow vehicle.
- 13.8 All lights shall be powered by tow vehicle.

**14. INTERIOR FINISH**

- 14.1 Interior walls shall be covered with 3/8" plywood
  - 14.1.1 Plywood may be covered with .040 white aluminum (please bid accordingly)
- 14.2 Interior floors shall be covered with 3/4" plywood.

**15. EXTERIOR COLOR**

- 15.1 The aluminum on the exterior of the trailer shall be white in color.
- 15.2 The framework on trailer shall be black in color.

**16. INTERIOR PLATFORMS**

- 16.1 A reinforced aluminum platform with a weight capacity of 750 lbs shall be installed in the front compartment of the trailer 36" from the floor covering the entire space of the front compartment.
- 16.2 A reinforced aluminum platform with a weight capacity of 750 lbs shall be installed in the rear compartment of the trailer 36" from the floor, covering all but 18" at the rear of the trailer.
- 16.3 A reinforced aluminum platform with weight capacity of 750 lbs shall be installed in the rear compartment of the trailer 18" from the ceiling, covering all but 18" at the rear of the trailer.

**17. ELECTRIC WINCH**

- 17.1 A 500 lb electric winch shall be installed on the floor in the rear compartment.
- 17.2 Winch shall be centered in trailer on floor.
- 17.3 Winch shall be mounted as to safely move a 500 lb object into the trailer from the ground.
- 17.4 Winch shall be powered by electricity from tow vehicle.

**18. BRAKING SYSTEM**

- 18.1 Trailer must be equipped with a brake system
  - 18.1.1 Electric brake axle w/ breakaway kit and battery.
  - 18.1.2 Hydraulic braking system (to be bid as optional)

**19. FLOOR TRACK/ BLOCKS**

- 19.1 Trailer shall have two rows (one on each side) of E-Track (or equivalent brand) or recessed floor blocks capable of securing a 500 lb HVAC unit.  
**THE E-TRACK SYSTEM OR EQUIVALENT IS THE PREFERRED SYSTEM.**
  - 19.1.1 E-Track or floor blocks shall be located in floor in rear compartment area.
  - 19.1.2 Floor blocks shall be spaced from back of trailer to partition wall every two feet.
  - 19.1.3 E-Track shall be spaced from back of trailer to partition wall.
- 19.2 Vendor shall supply four (4) - 12' E-Track ratchet straps (or equivalent) capable of fitting into E-Track or recessed floor blocks.
  - 19.2.1 Ratchet straps must be capable of securing a 500 lb HVAC unit.

COMPANY NAME \_\_\_\_\_

**PROPOSAL**  
**SPECIFICATION NO.07-015**  
**BID OPENING TIME: 12:00 NOON**  
**DATE: January 3, 2007**

The undersigned, having full knowledge of the requirements of Lancaster County for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the County the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

**ADDENDA RECEIPT:** The receipt of addenda to the specification numbers \_\_\_\_ through \_\_\_\_ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

**BIDDING SCHEDULE**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Unit</u></b>	<b><u>Qty</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>
1.	6'x14' Enclosed Cargo Trailer	Each	1	\$ _____	\$ _____
2.	Additional charge to cover interior plywood with aluminum (labor and materials)				\$ _____
3.	Hydraulic Brake System	ADD DEDUCT (circle one)			\$ _____

Trailer Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

**NO BID SECURITY REQUIRED**

**INTER-LOCAL PURCHASING:** The County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized inter-local purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from Lancaster County.

\_\_\_\_ **YES** \_\_\_\_ **NO**

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE NO. \_\_\_\_\_

**AFFIRMATIVE ACTION PROGRAM:** Successful bidder will be required to comply with the provisions of the County's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the County, and to enter into a contract if this proposal is accepted.

**NOTE:**  
**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.**  
**MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:**  
**SEALED BID FOR SPEC.07-015**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**BY (Signature)**

\_\_\_\_\_  
**STREET ADDRESS or P.O. BOX**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**CITY, STATE ZIP CODE**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**TELEPHONE No. FAX No.**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**E-MAIL ADDRESS**

\_\_\_\_\_  
**ESTIMATED DELIVERY DAYS (After receipt of individual orders)**

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: [lincoln.ne.gov](http://lincoln.ne.gov) Keyword: Bid A Letter of Intent will be listed on the website when a recommendation is received from the Department.

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA

### 1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Any person signing 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 If bidding on a Construction Contract, the City of Lincoln's Standard Specifications for Municipal Construction 2006 shall apply.
  - 1.6.1 Bidders may obtain this document from the City's Design Engineering Division of Public Works & Utilities for a small fee.
  - 1.6.2 Said document can be reviewed at Design Engineering or the Purchasing Division.
  - 1.6.3 The Standard Conditions are available on the web site.  
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stdnspec/index.htm>

### 2. BIDDER'S 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 Proposal Form.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City 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 City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
  - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

### 3. BIDDER'S REPRESENTATION

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

### 4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of bids.

- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders and posted on the City-County website at [lincoln.ne.gov](http://lincoln.ne.gov) Keyword - Bid.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

### 5. ADDENDA

- 5.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Copies of addenda will be made available for inspection at the office of the Purchasing Agent and on the City-County website.
- 5.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.4 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

### 6. INDEPENDENT PRICE DETERMINATION

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

### 7. ANTI-LOBBYING PROVISION

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

### 8. BRAND NAMES

- 8.1 Wherever in the specifications or proposal form 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 City that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 8.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

### 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 City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- 9.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 9.4 If items are small and malleable, the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

### 10. DELIVERY (Non-Construction)

- 10.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise.
- 10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.

- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

#### **11. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 11.1 Copies of the following documents must 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 City, 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 City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

#### **12. ACCEPTANCE OF MATERIAL**

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the bidder until:
- 12.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 12.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City 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 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 12.5 Selling dealer'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 signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. 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 City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

#### **14. INDEMNIFICATION**

- 14.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City 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 13.1 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 or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **15. TERMS OF PAYMENT**

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

#### **16. LAWS**

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

#### **17. AFFIRMATIVE ACTION**

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

#### **18. LIVING WAGE**

- 18.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

#### **19. EXECUTION OF AGREEMENT**

- 19.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
- X   a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
- b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
  2. The prepared documents shall be delivered to the City within 10 days (unless otherwise noted).
  3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
  4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.