

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

**NOTICE TO BIDDERS
SPECIFICATION NO. 07-241**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

TRAILER MOUNTED VACUUM/EXCAVATION/VALVE MAINTENANCE SYSTEM

Sealed proposals will be received by the City of Lincoln, Nebraska on or before **12:00 noon Friday, August 03, 2007** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above. Bids may be downloaded from the City's website at www.lincoln.ne.gov Keyword: **bid**

Prospective bidders must monitor the bid listing for any addendums. Late bids will not be considered. Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.

**Proposal
Specification 07-241
TRAILER MOUNTED VACUUM/EXCAVATION/VALVE MAINTENANCE SYSTEM**

Open: 12:00 Noon, Friday, August 03, 2007

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

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

BIDDING SCHEDULE

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL</u>
1.	Trailer Mounted Vacuum/excavation/valve Maintenance System Make _____ Model _____	1 each	\$ _____	\$ _____

NO BID SECURITY REQUIRED

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City'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 City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 07-241**

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 order)

TERMS OF PAYMENT

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: www.lincoln.ne.gov Keyword: **Bid**
The Intent to Award will be listed on the website when a recommendation is received from the Department.

EQUIPMENT SPECIFICATIONS
for
TRAILER MOUNTED VACUUM/EXCAVATION/VALVE
MAINTENANCE SYSTEM

1. APPLICATION

- 1.1 The vacuum/excavation/valve maintenance system will be utilized by Water Section in multiple applications to include, but not limited to manhole clean out, meter box cleaning, mud removal, vacuuming of smaller rocks and dry sand, exercising below grade valves and hydrants and location of underground utilities.
- 1.2 Capable of vacuuming all non-flammable, non-hazardous and non-toxic wet or dry material.
- 1.3 Stack emissions must be PM-10 compliant.
- 1.4 System must be OSHA certified, with a copy of the certification provided with the bid proposal.
- 1.5 During emergency operations the City of Lincoln relies heavily on dealer support for vacuum/excavation/valve maintenance system repairs and maintenance.

2. MODEL

- 2.1 The equipment furnished under these specifications shall be new and of the latest improved model in current production as offered to the commercial trade.
- 2.2 Example Model:
 - 2.2.1 Vermeer (Vac-Tron) FM 350 SDT
- 2.3 Example is intended to show the type and class of equipment desired.
- 2.4 Do not assume your standard equipment meets all detailed specifications merely because it is listed above as an example.
- 2.5 Bidders are cautioned to read the specifications carefully: the specifications may include special requirements not commonly offered by the manufacturer.
- 2.6 Prior to the award of bid, the City of Lincoln reserves the right to require an on-site demonstration of the equipment being bid for the purpose of determining the suitability of the equipment for the intended application.
 - 2.6.1 Such demonstrations must be conducted within two weeks of notification by the City.

3. BID AWARD CRITERIA

- 3.1 Conformance to the equipment specifications concerning the size, type and class of the vacuum/excavator/valve maintenance system offered, and the ability to provide specific equipment as indicated in the technical specifications.
- 3.2 The vacuum/excavation/valve maintenance systems ability to satisfactorily perform in its intended application, as determined through the on-site demonstration.
- 3.3 The bidders ability to provide the adequate product support, to include both emergency and non-emergency maintenance and repair services and parts distribution.
- 3.4 Previous experience with both the bidder and the product being offered.
- 3.5 Best overall value to The City of Lincoln.
- 3.6 Delivery schedule.

Meets Specs.
Yes No

Company Name _____

4. ENGINE / ENGINE ENCLOSURE / CONSOLE PANEL

- ___ 4.1 Diesel powered.
- ___ 4.2 Water cooled.
- ___ 4.3 49 horse power.
- ___ 4.4 Full flow, spin-on type oil filter.
- ___ 4.5 Dry-type air cleaner with restriction indicator.
- ___ 4.6 Industrial type muffler.
- ___ 4.7 Extended service anti-freeze, protection to -30°F.
- ___ 4.8 Engine governor.
- ___ 4.9 Fuel filter.
- ___ 4.10 Heavy-duty industrial radiator.
- ___ 4.11 30 gallon fuel tank.

Meets Specs.

Company Name _____

Yes No

- ___ 4.12 Fully enclosed and insulated engine compartment.
- ___ 4.13 Silencer for vacuum pump mounted inside the engine compartment.
- ___ 4.14 High pressure water pump mounted inside the engine compartment.
- ___ 4.15 All engine compartment mounted components will be attached to an isolation plate which utilizes rubber isolation mounts.
- ___ 4.16 Silencer will be exhausted through the bottom of the engine enclosure.
- ___ 4.17 All four sides of the engine enclosure will be removable.
- ___ 4.18 All service points for the engine, water pump and vacuum pump will be accessible from the curb side of the machine.
- ___ 4.19 Rear curbside, water proof, lockable operation control panel as follows:
 - ___ 4.19.1 Key locking starter switch.
 - ___ 4.19.2 Electronic throttle switch.
 - ___ 4.19.3 Water pump and vacuum control.
 - ___ 4.19.4 Volt meter.
 - ___ 4.19.5 Engine hour meter.
 - ___ 4.19.6 Vacuum gauge.
 - ___ 4.19.7 Fuel gauge.
 - ___ 4.19.8 Oil pressure gauge.
 - ___ 4.19.9 Engine coolant temperature gauge.
 - ___ 4.19.10 Work light switch.
 - ___ 4.19.11 Strobe light switch.
 - ___ 4.19.12 Fuse panel for water pump and electronic throttle.

5. VACUUM SYSTEM

- ___ 5.1 Positive displacement design vacuum pump, rated at 1,000 cfm.
- ___ 5.2 Capable of drawing 16" of Mercury.
- ___ 5.3 Pump shaft and lobe manufactured as a single piece of steel.
- ___ 5.4 Hose to be one piece, 33' x 3" industrial rated rubber suction hose, with no obstructions in the hose, at connectors and no cam-lock fittings.
- ___ 5.5 Please state make and model of pump to be provided.
 - ___ 5.5.1 Make _____ Model _____

6. WATER SYSTEM

- ___ 6.1 4,000 psi @ 4 g.p.m., piston type water pump with electric clutch for on/off control.
- ___ 6.2 110 gallon high density polyethylene water tank with automatic low water cutoff.
- ___ 6.3 Separate 15 gallon anti-freeze system for low temperature operation.
- ___ 6.4 Manual locking hose reel with 50' of high pressure hose.
- ___ 6.5 Water pump will be driven through the primary diesel engine.
 - ___ 6.5.1 Dual engine units are not acceptable.

7. DEBRIS TANK

- ___ 7.1 300 gallon capacity, steel cylindrical tank 36" x 60".
- ___ 7.2 36" full opening rear hatch.
- ___ 7.3 Rear hatch to be lever controlled, hydraulically operated, full open design with lock.
- ___ 7.4 Single cylinder hydraulic lift to raise tank to a minimum of 60° in dump position.
- ___ 7.5 Polymer lining on inside bottom half of tank.
- ___ 7.6 4" quick opening valve for liquid discharge.
- ___ 7.7 6" stainless steel automatic shutoff safety valve, to shut down vacuum when the tank is full.

8. FILTRATION

- ___ 8.1 Minimum 100 square feet filter surface area rated at .5 micron.
- ___ 8.2 Filtration cartridge for wet and dry applications.
- ___ 8.3 Washable, reusable filters.
- ___ 8.4 Bag house with 10 gallon water trap, inspection port and manual drain.

Meets Specs.
Yes No

Company Name _____

9. VALVE EXERCISER

- ___ 9.1 Capable of reaching valves 12' from either side of the trailer with 270° total movement.
- ___ 9.2 Capable of hydraulically opening and closing valves up to 405 ft. lbs. torque x 50 rpm.
- ___ 9.3 Hydraulically remove fire hydrant capes and operate hydrants.
- ___ 9.4 2" valve wrench with extensions, to operate valves up to 9' deep.
- ___ 9.5 Variable hydraulic pressure controller.
- ___ 9.6 Directional control at the head of the exerciser.
- ___ 9.7 Hydraulic pressure gauge to determine torque required to operate valves.
- ___ 9.8 Integral rotation counter with LED readout.
- ___ 9.9 Torque conversion chart up to 405 ft. lbs.
- ___ 9.10 Direct drive hydraulic off diesel engine.

10. FLUSHING UNIT

- ___ 10.1 Provides resistance to determine flow and pressure readings.
- ___ 10.2 Designed to disperse hydrant water safely on to the street.
- ___ 10.3 15' of 2-1/2" fire hose with City of Lincoln thread.

11. LIGHTING

- ___ 11.1 Two halogen work lights located at rear of unit.
- ___ 11.2 Amber strobe light. (Whelen #S360D is preferred)

12. MISCELLANEOUS EQUIPMENT

- ___ 12.1 One (1) 4' non-conductive suction wand with t-handle.
- ___ 12.2 One (1) 6' non-conductive suction wand with t-handle.
- ___ 12.3 One (1) 4' gun control low pressure variable nozzle spray wand.
- ___ 12.4 One (1) 5' gun control high pressure roto nozzle water knife.
- ___ 12.5 Safety and maintenance decals.

13. TRAILER

- ___ 13.1 9,995 GVWR.
- ___ 13.2 Dual axle with E-Z lube system and "Slippery Spring" suspension rated at 5,000 lbs. each.
- ___ 13.3 Four (4) LT 235/85R16 tires and 8 lug wheels.
 - ___ 13.3.1 One (1) mounted spare tire and wheel will be provided.
- ___ 13.4 Electric brakes on both axles with safety breakaway.
- ___ 13.5 20,000 lb. adjustable pintle hitch with D.O.T. approved safety chains.
- ___ 13.6 5,000 lb. jack stand with spring loaded foot and extended handle.
- ___ 13.7 3/16" diamond plate steel fenders.
- ___ 13.8 Automotive grade undercoating.
- ___ 13.9 Lighting system to meet FMVSS 108 with 6-pole trailer connector and sealed lighting connections.
- ___ 13.10 All LED lighting will be provided if available from the manufacturer.
- ___ 13.11 Storage racks for all accessories and lockable cone holder with two (2) DOT safety cones will be provided.

14. APPROXIMATE DIMENSIONS

- ___ 14.1 Length 222 inches.
- ___ 14.2 Width 82 inches.
- ___ 14.3 Height 106 inches.

15. SOUND EXPOSURE

- ___ 15.1 Sound not to exceed 80 dba @ full throttle, 3' from controls at operator's station.

Meets Specs.
Yes No

Company Name _____

16. **PAINT**
- ___ 16.1 Two (2) coats epoxy primer.
___ 16.2 Two (2) polyurethane finish coats.
___ 16.3 Color to be manufacturers standard safety yellow.
17. **MANUALS**
- ___ 17.1 Two (2) complete parts manual.
___ 17.2 Two (2) complete service and overhaul manual.
___ 17.3 Two (2) operator's manual for each unit.
18. **WARRANTY:**
- ___ 18.1 Manufactures standard and/or extended warranty will apply and provide parts and labor coverage for a period of not less than 12 months from the date of acceptance.
___ 18.2 Detailed warranty information must accompany your bid proposal.
___ 18.3 During the warranty period, it shall be the responsibility of the seller to perform warranty repairs F.O.B., Fleet Services Garage, 901 North 6th Street, Lincoln, Nebraska or, at the sellers discretion, to transport the equipment to the seller's repair facility for such repairs. All transportation costs associated with such warranty repairs will be paid by the seller.
19. **TRAINING**
- ___ 19.1 The successful bidder shall be required to provide a minimum of four (4) authorized factory representative.
20. **DELIVERY**
- 20.1 Delivery shall be F.O.B., City of Lincoln Fleet Services Garage, 901 North 6th Street, Lincoln Nebraska, 68508, completely assembled and ready for operation.

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/stndspec/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 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 it's 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.
- 13.8 Any governmental agency may piggy back on any contract entered into from this bid.

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:
 - 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.