

**SPECIAL MEETING NOTICE
FOR THE WEST HAYMARKET
JOINT PUBLIC AGENCY (JPA)
TO BE HELD THURSDAY, APRIL 4, 2024 AT 3:00 P.M.
CITY-COUNTY BUILDING
COUNCIL CHAMBERS, 1ST FLOOR
555 S. 10TH STREET
LINCOLN, NE 68508**

THE WEST HAYMARKET JOINT PUBLIC AGENCY WILL BE VIDEOCONFERENCING ITS MEETING OF APRIL 4, 2024. TWO BOARD MEMBERS WILL BE PRESENT AT THE SITE OF THE MEETING. ONE BOARD MEMBER WILL PARTICIPATE BY VIDEOCONFERENCE.

**YOU MAY VIEW A RECORDING OF THE MEETING AT
[HTTPS://YOUTUBE.COM/LNKTVCITY](https://youtube.com/LNKTVCITY)
OR [HTTPS://FACEBOOK.COM/LNKTVCITY](https://facebook.com/LNKTVCITY)**

**YOU MAY VIEW THE AGENDA AND ALL DOCUMENTS TO BE CONSIDERED FOR ACTION AT THE MEETING AT:
[HTTPS://WWW.LINCOLN.NE.GOV/CITY/DEPARTMENTS/FINANCE/ACCOUNTING/WEST-HAYMARKET-JPA](https://www.lincoln.ne.gov/city/departments/finance/accounting/west-haymarket-jpa)**

IF YOU HAVE CONCERNS YOU WISH TO EXPRESS TO THE BOARD MEMBERS, PLEASE EMAIL THEM TO [KSIMONSON@LINCOLN.NE.GOV](mailto:ksimonson@lincoln.ne.gov).

**IF YOU STILL WISH TO APPEAR IN PERSON ON AN ITEM ON THE AGENDA, YOU MAY COME TO THE COUNTY-CITY BUILDING,
555 S. 10TH STREET, COUNCIL CHAMBERS, 1ST FLOOR.**

**YOU MAY VIEW THE OPEN MEETINGS ACT AT:
https://nebraskalegislature.gov/laws/display_html.php?begin_section=84-1407&end_section=84-1414**

**FOR THOSE WHO WISH TO TESTIFY ON AN AGENDA ITEM BY VIDEO, YOU ARE INVITED TO THE FOLLOWING ZOOM WEBINAR:
WHEN: APRIL 4, 2024 3:00 PM CENTRAL TIME (US AND CANADA)
TOPIC: WEST HAYMARKET JPA SPECIAL BOARD MEETING
<https://lincolnne.zoom.us/j/96363403208?pwd=MTVrUDD3aGEvZDlPRk1ucFpIWEJkZz09>
Meeting ID: 963 6340 3208
Passcode: 655072**

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1. Introductions and Notice of Open Meetings Law Posted by Door.

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2. Public Comment and Time Limit Notification Announcement.
Individuals from the audience will be given a total of 5 minutes to speak on specific items listed on today's agenda. Those testifying should identify themselves for the official record.
3. Approval of the minutes from the JPA meeting held January 25, 2024.
 - (Staff recommendation: Approval of the minutes as presented)
4. Bill No. WH 24-18
Resolution to approve a Contract between the West Haymarket JPA and Douglas Food Stores, Inc. dba Douglas Equipment for a kitchen combo oven and steamer, for the Pinnacle Bank Arena, for a total amount not to exceed \$47,687.38, pursuant to Bid No. 24-043.
 - Public Comment
 - (Staff recommendation: Approval)
5. Bill No. WH 24-19
Resolution to approve an Agreement Between West Haymarket Joint Public Agency and Lincoln Youth Complex for Additional Contribution to Ballfields Project to grant additional funds to the Lincoln Youth Complex to construct the Lincoln Youth Complex Sports Fields in an amount not to exceed \$4,500,000.00.
 - Public Comment
 - (Staff recommendation: Approval)
6. The next meeting date will be held April 25, 2024 at 2:30 p.m. in Council Chambers, First Floor of the County-City Building.
7. Motion to Adjourn

WEST HAYMARKET JOINT PUBLIC AGENCY (JPA)
Board Meeting
January 25, 2024

Meeting Began At: 2:33 P.M.

Meeting Ended At: 3:55 P.M.

Members Present: Leirion Gaylor Baird, Tim Clare, and Tom Beckius

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

Gaylor Baird advised that this is a public meeting subject to the open meetings act posted at the back of the room.

Item 2 - Public Comment and Time Limit Notification.

Gaylor Baird advised members of the public are given five minutes for public comment on specific items listed on today's agenda and those testifying should identify themselves for the record.

Item 3 – Approval of the minutes from the JPA meeting held August 25, 2023.

Clare moved approval of the minutes as presented. Beckius seconded the motion. Motion carried 3-0.

Item 4 – Approval of the Payment Register for August through November 2023 and review of the Expenditure Report as of November 30, 2023.

Lyn Heaton, Finance Director and JPA Treasurer, stated in reviewing the August through November 2023 payment register the major payments consisted of the following:

- \$1,003,761.70 to District Energy Corporation for the August 2023 through November 2023 West Haymarket billings. \$748,932.94 or 74.6% was billed back to customers.
- \$639,819.89 to City of Lincoln-Parking Services for June 2023 through September 2023 JPA parking garage management. During the same period, the JPA collected \$1,006,403.49 in parking revenue.
- \$333,500.00 to University of Nebraska-Lincoln for Men's and Women's basketball season tickets for suites and loges pursuant to suite and loge contracts as approved in the current budget.
- \$98,372.75 to City of Lincoln for fourth quarter Fiscal Year 2022-23 City staff costs as adopted in the 2022-23 JPA Operating Budget.
- \$128,352.00 to Daktronics, Inc. for software upgrades for PBA Scoreboard and Ribbon Board control.
- \$13,185.00 to DLR Group, LLC for PBA pedestrian bridge assessment.

- \$342,169.00 to City Risk Management for Fiscal Year 2023-24 annual insurance premiums.
- \$706,701.53 to Pinnacle Bank Arena for the following:
 1. \$172,949.64 for arena repair, maintenance, and minor equipment for June 2023 through September 2023.
 2. \$64,836.61 for LED display board at the top of the escalators.
 3. \$12,800.00 for heavy duty cable ramps.
 4. \$43,615.28 for technical upgrades to equipment such as pc replacements, cameras, sound processes, and other operating equipment.
 5. \$262,500.00 for first quarter Fiscal Year 2023-24 sponsorships paid from the Learfield/IMG marketing promotional revenue.
 6. \$150,000.00 for first quarter Fiscal Year 2023-24 operating increment.

Heaton displayed a line graph showing the occupation tax revenues and stated year-to-date occupation taxes are at \$6,854,058 which is a 5.91% increase over the prior year. Occupation tax revenues are equivalent to what was originally projected for the year 2042.

Clare asked when the second payment was due on the baseball fields. Heaton responded the payment is due April 1st.

Jane Kinsey, Watchdogs of Lincoln Government, asked if the occupation taxes are from the whole city. Heaton explained they are from the adopted and approved occupation tax on the restaurants, bars, hotels, and rental cars. Kinsey asked what percent comes from the arena. Heaton commented he does not have the number the arena itself has paid toward the occupation taxes and explained it would be a very small percentage with all of the City limits being subject to the occupation taxes. Heaton explained the economic activity within the City is generating this revenue. Kinsey commented that the expenditures for the arena are going up tremendously. Heaton explained these are budgeted expenditures or projects approved by the Board.

There being no further discussion or public comment, Beckius moved approval of the payment register. Clare seconded the motion. Motion carried 3-0.

Item 5 – WH 24-1 Resolution authorizing a withdrawal of the equivalent of two annual Operational Increment amounts totaling \$1,200,000.00, transferred from the Pinnacle Bank Arena account to the West Haymarket JPA account.

Heaton explained this item represents the return of the additional operational increment of \$600,000 that was authorized by the Board in fiscal year 2019-2020, Resolution WH01194, due to the impacts of the COVID pandemic. Plus, return of the equivalent of one year's worth of operational increment, or an additional \$600,000, due to the excellent financial performance of the arena over the past several years. Heaton briefly discussed the Pinnacle Bank Arena finances as displayed on a graph he presented to the Board.

Clare commented that we are 18 years ahead on the occupation taxes, the arena is giving back another \$1.2 million, so by all indications it looks like the arena is doing very well.

Kinsey asked questions about the Pinnacle Bank Arena finances and Heaton answered that the management and operations of the arena is doing very well.

There being no further discussion or public comment, Clare moved approval of the resolution. Beckius seconded the motion. Motion carried 3-0.

Mayor Gaylor Baird left the meeting.

Item 6 - WH 24-2 Resolution authorizing the Chairperson and/or Purchasing Agent to enter into a Contract or issue a purchase order to the lowest responsible bidder, Robbins Sports Surfaces, for the purchase of a portable basketball floor for the Pinnacle Bank Arena, for a sum not to exceed \$150,012.00.

Chris Connolly, City Law Department, explained this is for a purchase order for a new basketball floor that we are required to upgrade every few years. The purchase price is close to \$200,000.00, but we received a credit on the old floor for about \$35,000.00.

Kinsey asked why the requirement and need for a new basketball floor. Connolly explained that pursuant to an agreement with the University the basketball floor will be replaced every three to four years.

There being no further discussion or public comment, Beckius moved approval of the resolution. Clare seconded the motion. Motion carried 2-0.

Item 7 – WH 24-3 Resolution to approve a Contract between the West Haymarket JPA and Alpha Video and Audio, Inc. for a total amount not to exceed \$466,211.17 for an IPTV System for the Pinnacle Bank Arena, pursuant to Bid No. 23-223.

Connolly explained this item will replace modems, controllers, and other equipment for the video system that has aged out.

Beckius commented that it is important to remember the scale of the building and the equipment that needs to go into it to be successful.

Clare commented that the building is ten plus years old and things wear out and need to be replaced.

Kinsey asked what will happen when the bonds are paid and things age out, and if occupation taxes will cover it. Connolly stated this has yet to be determined. Kinsey asked who decides when it needs to be replaced. Connolly stated the managers of the PBA and its employees.

There being no further discussion or public comment, Beckius moved approval of the resolution. Clare seconded the motion. Motion carried 2-0.

Item 8 – WH 24-4 Resolution to approve a Contract between the West Haymarket JPA and AVaaSE for a total amount not to exceed \$74,975.00 for new TVs for the Pinnacle Bank Arena, pursuant to Bid No. 23-302.

Connolly explained that this is for an agreement to purchase new TVs that go along with the system that was just approved. When this contract was originally bid, the low bid came back originally at \$92,755.00, during the course of the process, the supplier was unable to deliver that product. It was decided to switch to a new grade or higher quality TV, but we are unable to buy as many TVs. The \$74,975.00 represents a reduction in the amount being spent but also represents fewer TVs being purchased. The newer TVs actually cost more per unit. There is a Motion to Amend which reflects the change.

Kinsey asked questions about the change in price and number of TVs. Connolly again explained the change and that the number of TVs changed from 110 to 90 TVs.

There being no further discussion or public comment, Beckius moved approval of the Motion to Amend. Clare seconded the motion. Motion carried 2-0.

Beckius moved approval of the resolution as amended. Clare seconded the motion. Motion carried 2-0.

Item 9 – WH 24-5 Resolution to approve a Contract between the West Haymarket JPA and Wired, Inc. for a total amount not to exceed \$14,487.14 for loading dock power improvement for the Pinnacle Bank Arena, pursuant to Bid No. 23-234.

Connolly explained this is a contract to install more power back by the loading docks. It was determined there is an additional need for outlets for equipment to be run.

Kinsey commented it's really easy to spend other people's money. Governments are known to spend other people's money freely.

There being no further discussion or public comment, Beckius moved approval of the resolution. Clare seconded the motion. Motion carried 2-0.

Item 10 – WH 24-6 Resolution to approve a Contract between the West Haymarket JPA and Brown Brothers Construction, Inc. for a total amount not to exceed \$24,041.34 for construction of the downstairs storage room for the Pinnacle Bank Arena, pursuant to Bid No. 23-233.

Connolly explained there is a need for storage space within the building to free up floor space in other areas. A storage unit will be installed underneath the escalators at the front of the building as this is not an area that can be used for other purposes.

Beckius asked if it is currently just open space and Connolly confirmed it is.

Kinsey asked what will be stored in this space. Connolly explained metal detectors and security equipment for the front of the building will be stored in this enclosed space.

There being no further discussion or public comment, Beckius moved approval of the resolution. Clare seconded the motion. Motion carried 2-0.

Item 11 - WH 24-7 Resolution to approve a Contract between the West Haymarket JPA and Nebraska Sign Company for a total amount not to exceed \$10,951.43 for the purchase of a backstage sign for the Pinnacle Bank Arena, pursuant to Bid No. 23-235.

Connolly explained this is for a sign to be installed back by the loading docks where buses would be pulling in. The sign would be able to direct people in a certain direction, to welcome people, or for any number of things.

Kinsey asked if this is a convenience for staff and Connolly replied that it will assist the staff.

There being no further discussion or public comment, Beckius moved approval of the resolution. Clare seconded the motion. Motion carried 2-0.

Item 12 - WH 24-8 Resolution to approve a Contract between the West Haymarket JPA and Theatrical Media Services for a total amount not to exceed \$47,540.00 for a follow spot for the Pinnacle Bank Arena, pursuant to Bid No. 23-236.

Connolly explained the spotlights used for the stage are at the end of life and need replacement. This item was bid out.

Kinsey asked what is the life for something like this. Connolly explained it lasts usually 7 or 8 years and they wanted to replace this a couple of years ago but held off because of the pandemic.

There being no further discussion or public comment, Beckius moved approval of the resolution. Clare seconded the motion. Motion carried 2-0.

Item 13 - WH 24-9 Resolution authorizing the Chairperson and/or Purchasing Agent to issue a purchase order to the lowest responsible bidder, Douglas Equipment, for the purchase of double-wide refrigerators for the Pinnacle Bank Arena, for a sum not to exceed \$77,802.90.

Connolly explained this is something to enhance the customer experience but to also help generate additional revenues. The refrigerators will be put out along the side of the walls inside on various floors to enable people to get items that are cold in nature faster.

Beckius asked if this is the setup tactic seen in airports. It was confirmed that yes, this is a grab and go option.

There being no further discussion or public comment, Beckius moved approval of the resolution. Clare seconded the motion. Motion carried 2-0.

Item 14 - WH 24-10 Resolution authorizing the Chairperson and/or Purchasing Agent to issue a purchase order to the lowest responsible bidder, Hamilton Equipment Co., for the purchase of a utility work vehicle for the Pinnacle Bank Arena, for a sum not to exceed \$76,715.00.

Connolly explained this is for a four-wheel utility vehicle similar to a gator size. It will be used to pull heavy pieces of equipment, it will have a plow to push snow, and it will have a bucket to lift or scoop items.

Kinsey asked what the purpose of this was. Connolly explained what the equipment will be used for as he stated the first time.

There being no further discussion or public comment, Beckius moved approval of the resolution. Clare seconded the motion. Motion carried 2-0.

Item 15 - WH 24-11 Resolution authorizing the Chairperson and/or Purchasing Agent to issue a purchase order to the lowest responsible bidder, D & D Communications First Wireless, Inc., for the purchase of portable handheld radios for the Pinnacle Bank Arena, for a sum not to exceed \$60,176.08.

Connolly explained this is another replacement item for hand held radios that staff carry on them during the regular workday or for various events. They have all reached the end of their useful life.

Kinsey asked if they have to provide justification to replace items. Connolly stated that this item's warranty has expired and they were having difficulty getting them fixed and keeping them running.

There being no further discussion or public comment, Beckius moved approval of the resolution. Clare seconded the motion. Motion carried 2-0.

Item 16 - WH 24-12 Resolution to approve an Agreement between the West Haymarket JPA and DLR Group for engineering services for the Venue Upgrades Study at the Pinnacle Bank Arena for an amount not to exceed \$86,800.00.

Connolly explained this is part of a plan to bring in DLR Group, who did the original design, to look at the suites and loge boxes floor to see what can be done to improve or upgrade the space. This floor is a great area for generating revenue. It can be used for a number of things like parties. It's important in an area like this to maintain a certain look. This will also look at improving other areas in the arena also. DLR is going to study the arena and think of some ideas and report back. There is no commitment at this time to complete any projects.

Beckius stated he wants to say thank you for the thought behind enhancing the user experience in order to continue to drive revenue as this is always important.

Kinsey asked who said this is going to drive revenue. Beckius responded that generally speaking when we keep our facilities up to date that enhances the user experience and invites folks to come back regularly. She asked if this is an upgrade. Connolly stated the furniture and fixtures are all original or ten years old. It's not unusual to upgrade by replacing furniture, paint the walls, or look at replacing light fixtures. Kinsey further expressed her concerns on this item to the Board.

There being no further discussion or public comment, Beckius moved approval of the resolution. Clare seconded the motion. Motion carried 2-0.

Item 17 - WH 24-13 Resolution to approve a Contract between the West Haymarket JPA and Inteconnex for a total amount not to exceed \$62,387.96 for security cameras for the Pinnacle Bank Arena, pursuant to Bid No. 23-280.

Connolly stated this is a combination of replacement of cameras and adding some new cameras in areas that are not as visible as they should be. This is necessary for proper security.

Kinsey commented it's important to protect the citizens.

There being no further discussion or public comment, Beckius moved approval of the resolution. Clare seconded the motion. Motion carried 2-0.

Item 18 - WH 24-14 Resolution to approve a Contract between the West Haymarket JPA and Commonwealth Electric Company of the Midwest for a total amount not to exceed \$163,977.00 for a new Lutron Control System for the Pinnacle Bank Arena, pursuant to Bid No. 23-287.

Connolly stated this is another replacement item. It will replace the light control system for the entire interior of the building. This is not light fixtures. It is the electronic drivers and controllers for the lights throughout the building.

Kinsey asked if this is for new lights. Connolly explained this is for the light control system and further explained how it works.

There being no further discussion or public comment, Beckius moved approval of the resolution. Clare seconded the motion. Motion carried 2-0.

Item 19 - WH 24-15 Resolution to approve a Contract between the West Haymarket JPA and Mitsubishi Electric for a total amount not to exceed \$144,680.00 for new LED corner scoreboards for the Pinnacle Bank Arena, pursuant to Bid No. 23-278.

Connolly explained that in each of the four corners of the arena there are small scoreboards. This will replace these scoreboards with video monitors. This will allow the score to be displayed along with graphics and advertising which could generate some revenue as well. Beckius commented that the current scoreboards are like high school scoreboards.

Kinsey asked why this wasn't installed to begin with. Connolly explained they were not available.

There being no further discussion or public comment, Beckius moved approval of the resolution. Clare seconded the motion. Motion carried 2-0.

Item 20 - WH 24-16 Resolution to approve a Contract between the West Haymarket JPA and REB Steel Equipment Corporation for a total amount not to exceed \$105,758.33 for construction of a storage loft for the Pinnacle Bank Arena, pursuant to Bid No. 23-242.

Connolly stated in the loading dock area there will be elevated lofts constructed to help with storing equipment and freeing up more space.

Kinsey expressed her concerns overall and her concerns with spending money.

There being no further discussion or public comment, Beckius moved approval of the resolution. Clare seconded the motion. Motion carried 2-0.

Item 21 - WH 24-17 Resolution to approve an Amendment to Contract between the West Haymarket JPA and Inteconnect, Inc. dba Inteconnex for a total amount not to exceed \$65,000.00 for physical access and control system equipment and services for the Pinnacle Bank Arena, pursuant to MOU178.

Connolly stated this is a security item. It will upgrade and add card readers. This is a piggyback arrangement with the City, County, and Public Building Commission buying off of the same contract which saves money.

Clare asked if all bond payments, including interest, are current which Heaton confirmed is correct. Clare stated occupation taxes are in line with the projections for 2042 which was confirmed by Heaton. Clare commented that the PBA staff don't necessarily get what they want,

but they do have the duty to enhance the fan experience which brings in more customers to the arena. According to his math with 16 items a total of \$1.63 million was spent and \$1.2 million was paid back leaving the total cash expenditures at \$431,000.00. Clare asked how this impacts the financial statements. Heaton explained every one of these projects was approved by the Board in the CIP budget. The sum of the actual contracts approved today are less than what was approved in the budget because of the competitive bidding and the good work in procuring these contracts.

There being no further discussion or public comment, Beckius moved approval of the resolution. Clare seconded the motion. Motion carried 2-0.

Item 22 - Next Meeting Date.

The next meeting will be Thursday, April 25, 2024 at 2:30 p.m. in Council Chambers, First Floor of the County-City Building.

Item 23 – Motion to Adjourn

Beckius moved to adjourn. Motion seconded by Clare. The meeting adjourned at 3:55 p.m.

RESOLUTION NO.

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

3 That the attached Contract between the West Haymarket Joint Public Agency and Douglas
4 Food Stores, Inc. dba Douglas Equipment for a kitchen combo oven and steamer at the Pinnacle
5 Bank Arena, for a total amount not to exceed \$47,687.38, pursuant to Bid No. 24-043, is hereby
6 approved and the Chairperson of the West Haymarket Joint Public Agency Board of
7 Representatives is hereby authorized to execute said Contract.

Adopted this _____ day of April, 2024.

Introduced by:

Approved as to Form & Legality:

West Haymarket Joint Public Agency
Board of Representatives

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tom Beckius

CONTRACT DOCUMENTS

**West Haymarket Joint Public Agency
Lincoln, Nebraska**

**Kitchen Combo Oven/Steamer for Pinnacle Bank Arena
Bid No. 24-043**

**Douglas Food Stores, Inc.
dba Douglas Equipment
301 North Street
Bluefield, WV 24701
304-327-0149 x1323**

**West Haymarket Joint Public Agency
Contract Terms**

THIS CONTRACT, made and entered into by and between **Douglas Food Stores, Inc., dba Douglas Equipment, 301 North Street, Bluefield, WV 24701**, hereinafter called "Contractor", and the West Haymarket Joint Public Agency, Lincoln, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "JPA".

WHEREAS, the JPA 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:

Kitchen Combo Oven/Steamer for Pinnacle Bank Arena, Bid No. 24-043

and,

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

WHEREAS, the JPA, 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 JPA 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 JPA's award of this Contract to the Contractor, such award being based on the acceptance by the JPA of the Contractor's Proposal, or part thereof, as follows:

Agreement to Full Proposal

2. The JPA 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 JPA:

The JPA 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 for a total of \$47,687.38.

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. GUARANTEE: A performance and payment bonds in the full amount of the contract shall be required for all construction contracts. These bonds shall remain in effect during the guarantee period as stated in the specifications. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.
6. 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 JPA 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 JPA 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.
7. 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 JPA and employees of the JPA shall not be deemed to be employees of the Contractor. The Contractor and the JPA shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the JPA'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.

8. Period of Performance: The work included in this Contract shall be completed within four (4) weeks from execution of Contract, unless otherwise discussed between the awarded contractor and the owner.
9. Assignment: Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the JPA.
10. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal\Supplier Response
 3. Specifications
 4. Insurance Requirements
 5. Certificate of Insurance and Endorsements
 6. Instructions to Bidders
 7. Notice to Bidders
 8. Sales Tax Exemption Forms 13 & 17

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

The Contractor and the JPA 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.

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 JPA.

IN WITNESS WHEREOF, the Contractor and the JPA do hereby execute this contract upon completion of signature on:

Vendor Signature Page

West Haymarket Joint Public Agency Signature Page

Vendor Signature Page

CONTRACT
Kitchen Combo Oven/Steamer for Pinnacle Bank Arena
Bid No. 24-043
West Haymarket Joint Public Agency
Douglas Food Stores, Inc. dba Douglas Equipment

EXECUTION BY CONTRACTOR

IF A CORPORATION:
Attest:


Secretary Seal

Douglas Equipment
Name of Corporation
301 North St Bluefield WV 26001
Address
By: Nitch Waddell
Duly Authorized Official
Secretary / Bid Mgr.
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

West Haymarket Joint Public Agency Signature Page

CONTRACT
Kitchen Combo Oven/Steamer for Pinnacle Bank Arena
Bid No. 24-043
West Haymarket Joint Public Agency
Douglas Food Stores, Inc. dba Douglas Equipment

EXECUTION BY THE WEST HAYMARKET JOINT PUBLIC AGENCY

West Haymarket Joint Public Agency

Leirion Gaylor Baird, Chairperson of the West
Haymarket Joint Public Agency Board of
Representatives

Approved Order No. _____

dated _____



Lancaster
EVENT CENTER

24-043

**Douglas Equipment
Douglas Food Stores, Inc.
Supplier Response**

Event Information

Number: 24-043
Title: Kitchen Combo Oven/Steamer for Pinnacle Bank Arena
Type: Notice to Bidders
Issue Date: 1/26/2024
Deadline: 2/9/2024 02:00 PM (CT)

Contact Information

Contact: Sharon Mulder Assistant Purchasing Agent
Address: Suite 200
Purchasing
440 S. 8th St.
Lincoln, NE 68508
Phone: (402) 441-7428
Email: smulder@lincoln.ne.gov

Douglas Equipment Information

Contact: Rebecca Bergin
Address: 301 North Street
Bluefield, WV 24701
Phone: (304) 327-0149 x1323
Fax: (304) 325-3848
Toll Free: (800) 962-8618
Email: rebecca@dougleasequipment.us
Web Address: www.dougleasequipment.us

By submitting your response, you certify that you are authorized to represent and bind your company.

Jade Clyburn

Signature

Submitted at 2/8/2024 08:12:40 AM (CT)

jade@dougleasequipment.us

Email

Response Attachments

53878_City_of_Lincoln_Lancaster_County.pdf

Quote and specs

Bid Attributes

1 Instructions to Bidders

I acknowledge reading and understanding the Instructions to Bidders.

Yes

2 Specifications

I acknowledge reading and understanding the specifications.

Yes

3 Insurance Requirements and Endorsements

Vendor agrees to provide insurance coverage and comply with each provision listed in the **Insurance Requirements** form, including the submission of the **Certificate of ACORD** and the applicable **endorsements**.

Insurance Certificate and required endorsements are required at time of contract execution by awarded vendor.

Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid closing in order to expedite the contract execution process.

Yes

4 Purchase Order, Contract and Delivery Contact

The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the contract/PO to be awarded.

Jade Clyburn jade@dougleasequipment.us 304-327-0149 x1381

5	<p>Delivery</p> <p>State number of delivery days after receipt of order (ARO). F.O.B. Destination (Freight paid by Vendor) to the City/County at the location.</p> <p>4 weeks</p>
6	<p>Bid Documents</p> <p>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.</p> <p><input checked="" type="checkbox"/> Yes</p>
7	<p>Solicitation Notification</p> <p>How did you learn about this solicitation?</p> <p>Ebid/lonwave</p>
8	<p>Assignment</p> <p>Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of the City.</p> <p><input checked="" type="checkbox"/> Yes</p>
9	<p>Warranty</p> <p>I warrant that all equipment and supplies offered will conform to the design, specifications, samples, or other descriptions contained in this bid, will be free from defects in workmanship and material and to the extent that I know, or have reason to know of the purpose for which the supplies are intended, will be fit and sufficient for such purpose as deemed applicable. The warranty required here under must provide all parts, equipment, transportation, technical assistance, labor and supervision necessary to correct any deficiency resulting from manufacturing defects without charge for a period of one (1) year after the date of final acceptance of all materials, equipment, and services furnished by successful bidder. Thereafter the manufacturer's standard warranty will apply.</p> <p><input checked="" type="checkbox"/> Yes</p>
10	<p>Warranty Service Location</p> <p>List the name, address and telephone number of the warranty service location for all parts and services will be performed under the warranty period.</p> <p>_____</p> <p>_____</p> <p>AUTHORIZED HOBART SERVICE PARTNER GRAND ISLAND 1525 West N Front Street, Grand Island NE 68801 308-382-8170</p>
11	<p>Recycling of Corrugated Cardboard</p> <p>I acknowledge and accept that I must comply with the City of Lincoln recycling regulations which includes a ban of all corrugated cardboard from the City Landfill effective April 1, 2018. Vendors shall haul any recyclable material directly to any of the three processor facilities which are currently operating in the City of Lincoln, or they can use a recycled material hauler for curbside collection at their place of business. Vendors are also encouraged to recycle any other approved materials used, or removed, from a City or County jobsite. Go to - https://www.lincoln.ne.gov/City/Departments/LTU/Utilities/Solid-Waste-Management/Recycling for more information on City of Lincoln recycling programs.</p> <p><input checked="" type="checkbox"/> Yes</p>

1 **U.S. Citizenship Attestation**
2 **Is your company legally considered an Individual or Sole Proprietor: YES or NO**

As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at:
<http://www.sos.ne.gov/business/notary/citizenforminfo.html>

All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.

If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.

1 **Tax Exempt Certification Forms**
3

Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and an Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)

Yes

Bid Lines

1 **Stackable Combi Oven/Steamer**

Quantity: 1 UOM: EA Unit Price: Total:

Manufacturer:

Manufacturer #:

Item Attributes

1. Manufacturer and Model

Please provide manufacturer and model bidding.

Response Total: \$47,687.38

DOUGLAS EQUIPMENT

Restaurant & Food Store Equipment

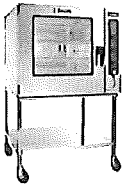
Quote

02/08/2024

Project:
53878 City of Lincoln Lancaster
County


From:
Douglas Equipment
Jade Clyburn
301 North St.
Bluefield , WV 24701-4048
304-327-0149

Job Reference Number: 130214

Item	Qty	Description	Sell	Sell Total
1	2 ea	COMBI OVEN, GAS  Vulcan Model No. ABC7G-NATP Combi Oven/Steamer, natural gas, boilerless, (7) 18" x 26" full size sheet or (14) 12" x 20" full size hotel pan capacity, (3) knobs with LED displays for temperature, timer & humidity, auto-adjustment of humidity with temperature selection, food probe, auto-reversing fan with speed control & electronic braking system, cool to touch glass door, flashing door light & audible alert, (4) Grab n Go wire racks, stainless steel interior & exterior, 80,000 BTU, 120v/60/1-ph, engineered & assembled in USA, UL EPH Classified, cULus	\$23,637.18	\$47,274.36
	2 ea	1 year limited parts & labor warranty, standard		
	2 ea	Filtration System		
	2 ea	NOTE: Water is a customer supplied utility just like Gas & Electric to the equipment. Proper Water Filtration based on customer water quality is essential to meet the equipment water spec requirements. Verify type of filtration needed based on performing a cold water analysis from the customer site. A suitable Water Treatment System & regular filter replacements coupled with routine cleaning/deliming is required.		
	2 ea	CB30K-SYSTEM Single Hollow Carbon Filter System, with 30,000 gallon capacity, for chlorine & chloramine reduction, sediment, bad tastes & odors, total organic compounds, tannins & trihalomethanes, ANSI/NSF 42 & 53		
	2 ea	Opted out of Reverse Osmosis System		
	1 ea	STACK-ABC/G Stacking Kit, gas, for (2) ABC7G Combi, includes: vent kit, spray hose, drip tray & casters		
	1 ea	V-SPRAY V-SPRAY Standard Spray Hose Kit, provided with ABC Stand or		

Douglas Equipment

02/08/2024

Item	Qty	Description	Sell	Sell Total
		Stacking Kits, includes: sprayer, hose, fittings, and mounting bracket		
4 ea		HOSEWTR 3/4BBV Flex stainless steel water hose 72", 3/4" female GHT (2 per unit required for gas & electric, 3 with filter system, 1 per unit for direct steam)		
			ITEM TOTAL:	\$47,274.36
2	2 kt	BLUE HOSE GAS CONNECTOR KIT	\$206.51	\$413.02
		 Dormont Manufacturing Model No. 1675KIT48 Packed 1 kt Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) SnapFast® QD, (1) full port valve, (2) 90° elbows, coiled restraining cable with hardware, 180,000 BTU/hr minimum flow capacity, limited lifetime warranty		
			ITEM TOTAL:	\$413.02
			Total	\$47,687.38

- Freight is included in the unit pricing.
- Installation is included in the unit pricing.
- The customer is responsible for confirming all electrical voltages & phases on each unit quoted.
- The customer is responsible for all power supplies and utilities to be within four feet of the install footprint and to match the utility requirements of the units being installed prior to the installer's arrival.
- The installer will be hooking up the new equipment to ALREADY EXISTING utilities.
- The site MUST be ready upon installer's arrival; if it is not, or the installer has to make a second trip, more charges will incur and be the responsibility of the customer.
- We are not responsible for any utility upgrades or architectural modifications if they become necessary.
- This job is being bid site unseen; if the installer, upon arrival, deems that more work is necessary than a standard install, more charges will incur and be the responsibility of the customer. It is assumed that no stairs or doorways will need to be traversed.
- This work is to be done during normal hours, Monday – Friday, 8:00 am – 5:00 pm, holidays excluded.

Acceptance: _____ Date: _____

Printed Name: _____

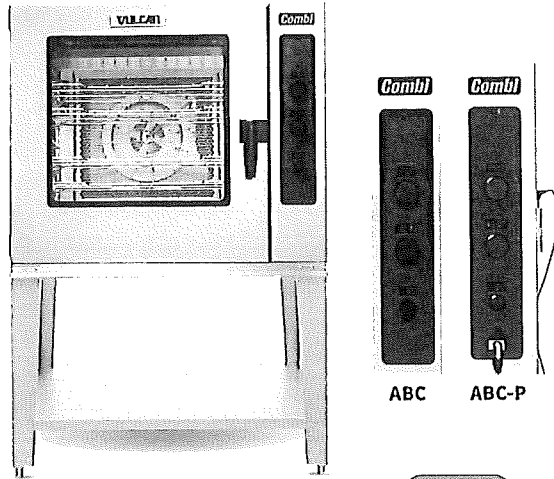
Project Grand Total: \$47,687.38

Initial: _____



ABC SERIES

Gas Boilerless Combi Oven Steamer



Model ABC7G
Shown on stand

SELL SHEET



ANSI/NSF Standard #4



SPECIFIER STATEMENT

Vulcan Combi Oven, Gas, Boilerless, 7 level full size combi, Model ABC or ABC-P. Engineered and assembled in USA. Just three knobs, no modes, only temperature, time and humidity for ultimate ease of use. Humidity level control automatically adjusts after setting temperature. Multiple cooking capabilities from one piece of equipment: Baking, Steaming, Roasting, Air-Fry, Rethermalization, Proofing, Finishing, Poaching, Stewing, Low Temp and Defrosting results. Direct steam creation for optimized cooking capability and production with minimal energy and water consumption. Auto-reversing fan with electrical braking system on fan motor. Large LED displays for temperature, time and humidity controls. Visual recall display of actual temperature and humidity LED's. Timer reloads for batch cooking after completion of timed cycle. Flashing door light & audible alarm system alert user when cooking cycle finished. Halogen door light behind heat reflective inner glass. (4) stainless steel Grab-N-Go Racks with 15½" x 3¼" cutout design for easy access to pans. Maximum capacity of (7) racks for a total of (7) 18" x 26" or (14) 12" x 20" pans. Machine diagnostics accessed thru controls or via USB. Cool to the touch & energy efficient heat reflective tempered glass door. All stainless steel interior cooking compartment, top, sides & fully insulated. One year limited parts and labor warranty.

Exterior Dimensions:

Combi: 35"H x 42.2"W x 43.5"D
Stand & Combi: 63.1"H x 42.2"W x 43.5"D
Stacked Combi: 75.2"H x 42.2"W x 43.5"D

Project _____
AIA # _____ SIS # _____
Item # _____ Quantity _____ C.S.I. Section 114000

MODELS

- ABC7G-NAT
- ABC7G-NATP
- ABC7G-PRO
- ABC7G-PROP

STANDARD FEATURES

- Engineered and assembled in Louisville, Kentucky, USA
- Just three knobs, no modes, only temperature, time and humidity
- Patent-pending humidity level control automatically adjusts after setting temperature
- Multiple cooking capabilities from one piece of equipment: Baking, Steaming, Roasting, Air-Fry, Rethermalization, Proofing, Finishing, Poaching, Stewing, Low Temp and Defrosting results
- Boilerless combi uses direct steam creation optimizing cooking capability & production with minimal energy & water
- Auto-reversing fan with electronic braking system on fan motor
- Large LED displays for temperature, time and humidity controls
 - Temperature range: 80-450°F
 - Timer range: continuous (---) up to 23:59 hours and minutes
 - Humidity range: 0-100%
- Visual recall display of actual temperature and humidity LED's
- Timer reloads for batch cooking after completion of timed cycle
- Flashing door light & audible alarm system alert user when cooking cycle finished
- Halogen door light behind heat reflective inner glass
- (4) stainless steel Grab-n-Go Racks with 15½" x 3¼" cutout design for easy access to pans
- Machine diagnostics accessed thru controls or via USB
- Cool to the touch & energy efficient heat reflective tempered glass door
- All stainless steel cavity, top, sides & fully insulated
- One year limited parts and labor warranty (two year K-12)
- ABC-P models include food probe and fan speed control

OPTIONS

- Hollow Carbon Filter System – Good (Suggested Minimum)
 - CB15K-SYSTEM – 15,000 gal. (carbon only treatment)
 - CB30K-SYSTEM – 30,000 gal. (carbon only treatment)
- Water Softening – Better (Carbon CBK System Required)
 - WS-40 – 40 lb. capacity (hard water treatment)
- Reverse Osmosis System – Best
 - V3MRO-2 up to 200 gpd capacity, double unit
- Second year extended limited parts and labor warranty contract

ACCESSORIES (PACKAGED AND SOLD SEPARATELY)

- GASKIT-ABC – Propane & altitude kit (2,000-10,000 ft.)
- ADDRACK-ABC1 – (1) One additional Grab-N-Go Rack
- ADDRACK-ABC3 – (3) Three additional Grab-N-Go Racks
- 1220-BASKET – Fry Basket 12" x 20"
- ABC-HEAT – Combi heat shield
- Stands & Stacking Kits include: (1) Spray Hose and Drip Tray Kit
 - ABC-STAND – Stainless steel stand with base
 - STACK-ABC/G – Gas stacking kit for two ABC7G combis
 - STACK-ABC/CONV – Stack kit for combi/convection
- HOSEWTR-3/4BBV – s/s flex water hose 7½" length, ¾" female NSHT (2 per unit recommended).

ABC SERIES – Gas Boilerless Combi Oven Steamer

Approved by _____ Date _____ Approved by _____ Date _____



ABC SERIES

Gas Boilerless Combi Oven Steamer

WATER QUALITY STATEMENT

The fact that a water supply is potable is no guarantee that it is suitable for steam generation. All steam equipment is subject to contamination and failure due to chemical and mineral content found in water. A suitable Hobart Water Treatment System and regular filter replacements coupled with routine deliming is the recommended minimum. Damage as a result of poor water quality or lack of required owner/operator maintenance is the responsibility of the owner/operator.

Your water supply must be within these general guidelines:

DYNAMIC WATER PRESSURE	30 - 60 psig
HARDNESS*	1 - 3 grains
SILICA	less than 13 ppm
TOTAL CHLORIDE	less than 30 ppm
pH RANGE	7-8
CHLORINE & CHLORAMINE	0 ppm
ALKALINITY	less than 20 ppm
TDS	less than 60 ppm
UN-DISSOLVED SOLIDS	less than 5 microns

* 17.1 ppm = 1 grain of hardness

Other factors affecting steam generation are iron content, amount of chlorination and dissolved gases. Water supplies vary from state to state and from locations within a state. Therefore it is necessary that the local water treatment specialist be consulted before the installation of any steam generating equipment.

USER RESPONSIBILITY

The product must be installed, cleaned and maintained as described in the Manual furnished with the product. It is the responsibility of the owner and installer to comply with local codes.

SERVICE CONNECTIONS

Water: 3/4" NSHT female split water line connections (filtered and unfiltered).

Drain: 1" Stainless steel round tube connection to be piped to open drain, 60" maximum length before open air gap and not more than two bends or elbows.

Electrical: 120 Volt, 15 Amp, NEMA 5-15P plug and cord.

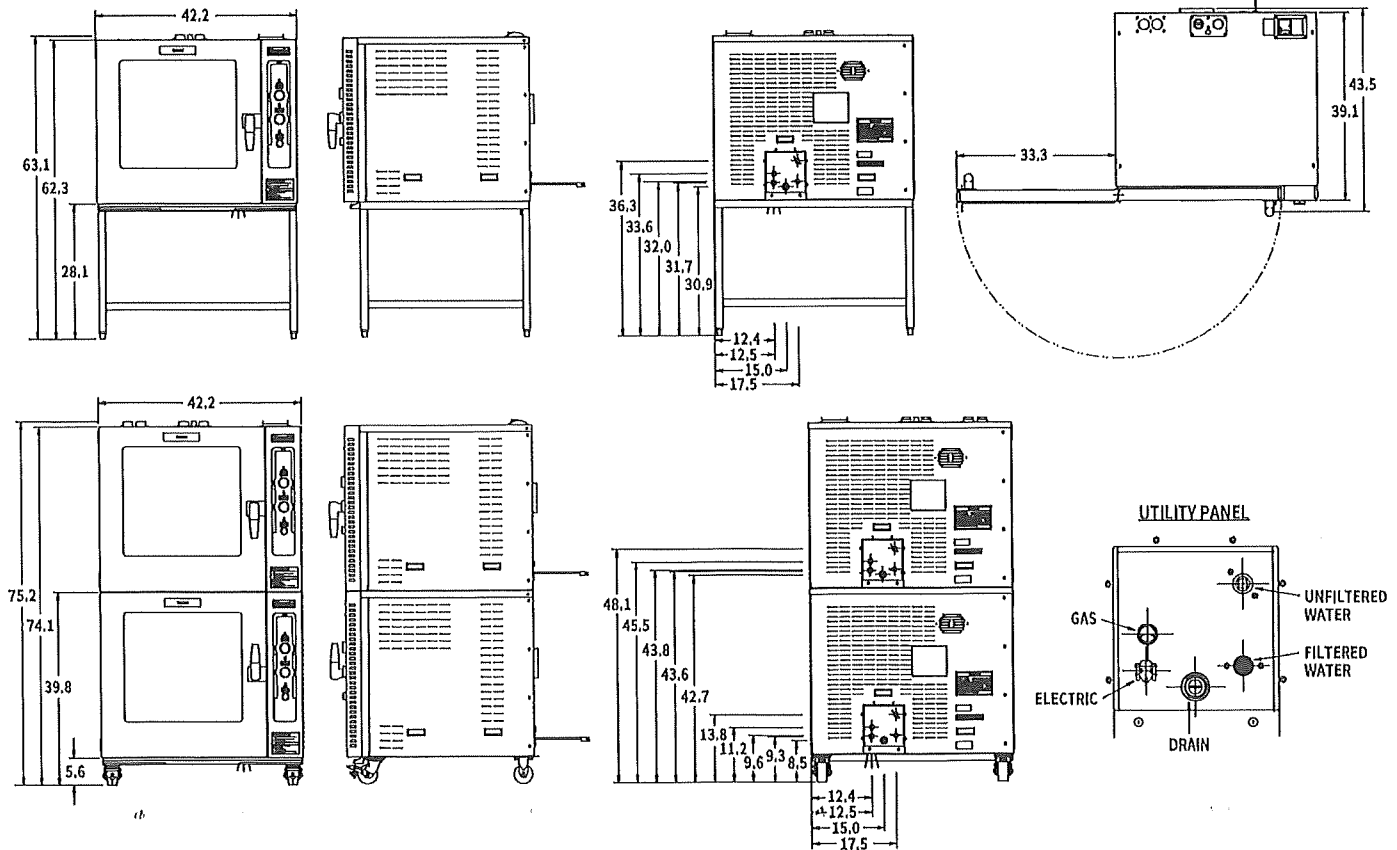
Gas: 80,000 BTU, 3/4" NPT female connection. Supply gas pressure should be: Natural gas 5" - 10.5" W.C.; Propane gas 11" - 13" W.C.

NOTE

Clearance: Left 1", Back 4", Right 3" required, 18" recommended for service access on right side.

The spark ignition in this appliance can cause electrical noise that can false trigger the GFCI detection. Some GFCI's are more sensitive than others. The use of a higher trip tolerance GFCI will reduce nuisance tripping. Contact Technical Support for more information.

INSTALLATION MANUAL



MACHINE WEIGHT: 600 lbs.

CAD and/or Revit Files Available

As continued product improvement is a policy of Vulcan, specifications are subject to change without notice.

HOBART

701 S Ridge Avenue, Troy, OH 45374
1-888-4HOBART • www.hobartcorp.com

WATER TREATMENT SYSTEMS STEAMER/COMBI (FLASH TYPE) APPLICATIONS

HOBART

WATER TREATMENT SYSTEMS STEAMER/COMBI (FLASH TYPE) APPLICATIONS

STANDARD FEATURES

- Single cartridge hollow carbon filter system includes mounting bracket, 3/4" NPTF inlet and outlet, shut-off valve, test port, and gauge.
- Reduce Chloramine, Chlorine, Sediment, Bad Tastes and Odors, Total Organic Compounds, Tannins and Trihalomethanes
- Modular design is adaptable to accommodate changing water conditions
- Simple to install and service
- FOR COLD WATER USE ONLY
 - Min./Max. Pressure: 40 – 125 psi
 - Min./Max. Temperature: 40° – 100° F
 - CB15K-SYSTEM (00-847487-00001)
 - Rated Capacity (Gallons)*: 15,000
 - Flow Rate: 3.7 gpm
 - Shipping Weight: 18 Lbs.
 - CB30K-SYSTEM (00-847487-00002)
 - Rated Capacity (Gallons)*: 30,000
 - Flow Rate: 5 gpm
 - Shipping Weight: 20 Lbs.
- Quick-Change cartridge design for replacement without tools
- Replacement Cartridge Filters:
 - CB15K-PMKIT - 15,000 Gallon Rated Capacity (00-847487-1PMK)
 - CB30K-PMKIT - 30,000 Gallon Rated Capacity (00-847487-2PMK)
- Exterior dimensions:
 - CB15K-SYSTEM 14" w x 9" d x 23 7/8"
 - CB30K-SYSTEM 14" w x 9" d x 28 7/8"

MODELS

- CB15K-SYSTEM
- CB30K-SYSTEM

Specifications, Details and Dimensions on Reverse Side.



* Independently tested by an E.P.A. approved laboratory to ANSI/NSF Standard 42 & 53 specifications for the reduction of Cyst, Particulate Class I, Chlorine, Chloramine, Taste and Odor.



WATER TREATMENT SYSTEMS STEAMER/COMBI (FLASH TYPE) APPLICATIONS



701 S Ridge Avenue, Troy, OH 45374
1-888-4HOBART • www.hobartcorp.com

NOTICE:

- Failure to replace cartridge before end of capacity life can result in pitting, rusting and discoloration due to Chloramines and Chlorine in water supply.
- Routine filter replacement & deliming are required for warranty consideration.
- This filter does not remove scale build-up due to hardness or other contaminants that may be in water.
- Hardness will result in scale build-up. Deliming is required to remove scale build-up or use of an additional treatment such as a water softener is recommended.
- Gallon capacity will vary according to flow rate, inlet pressure and local water conditions.
- Replace cartridge if outlet pressure gauge is less than 20 psi. or before end of capacity life (Maximum cartridge operating life 1 year.)

Water Quality Statement

The fact that a water supply is potable is no guarantee that it is suitable for steam generation. Systems are not to be used where water is microbiologically unsafe or with water of unknown quality without adequate disinfections before

and after use. Other factors affecting steam generation include iron content, amount & type of chlorination, and dissolved gasses. Water supplies vary from state to state and from locations within a state.

As with all steam related products, water filtration and regular filter replacements coupled with routine Deliming are required. Your local Hobart office can recommend a water treatment or filtration system to meet the needs of your local water conditions. Contact your local Hobart representative for water treatment offerings.

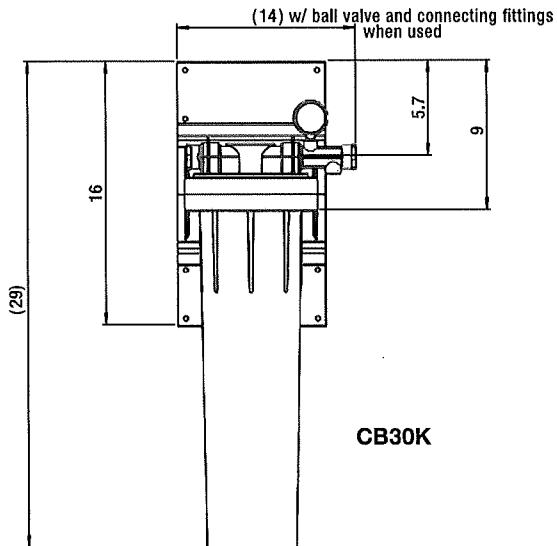
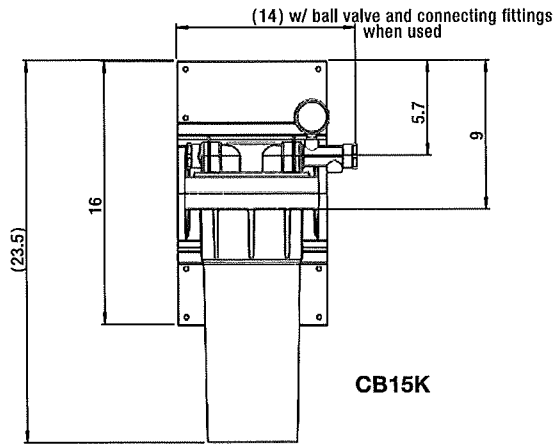
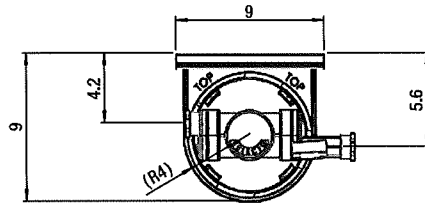
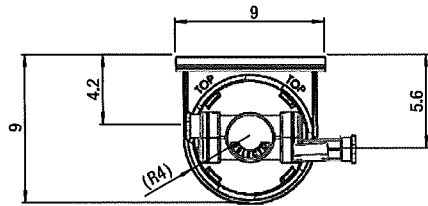
Note:

- Installation of backflow preventers, vacuum breakers and other specific code requirements is the responsibility of the owner and installer in compliance with local codes.

Recommended filter clearance needed for access:

- Front 13"
- Bottom 4"

This appliance is manufactured for commercial installation only and not intended for home use.



EXTERIOR DIMENSIONS:

MODEL	WIDTH	DEPTH	HEIGHT
CB15K-SYSTEM	14"	9"	23 ⁷ / ₈
CB30K-SYSTEM	14"	9"	28 ⁷ / ₈

As continued product improvement is a policy of Hobart, specifications are subject to change without notice.

Engineering Specification

Job Name _____	Contractor _____
Job Location _____	Approval _____
Engineer _____	Contractor's P.O. No. _____
Approval _____	Representative _____
	SKU _____

SnapFast® Quick-Disconnect Assemblies

Sizes: 1/2" to 1 1/4"

SnapFast Quick-Disconnect Assemblies feature flexible movement and the one-handed quick-disconnect fitting with a unique thermal shut-off design that automatically shuts off the gas when the internal temperature exceeds 350°F (177°C).

Features

SnapFast® One-Handed Quick-Disconnect

- Quick-Disconnect Brass body, aluminum collar
- Thermal Shut-off Shuts off gas when internal temperatures exceed 350°F (177°C)

Additional Components

- Restraining DevicePVC coated, steel multi-strand cable and mounting hardware
- ValveFull port, brass body
- ElbowMalleable iron
- *Deluxe Kits IncludeThe Dormont Blue Hose, valve, restraining device, elbows, SnapFast, display box

Specifications

The Dormont Blue Hose®

- TubingAnnealed, 304 stainless steel
- BraidingMulti-strand, stainless steel wire
- CoatingBlue antimicrobial PVC, melts at 350°F (177°C); coating will not hold a flame
- End Fittings.....Carbon steel; zinc trivalent chromate
- Stress Guard®360° rotational end fitting at both ends

Safety System

The Dormont Safety System™ is the first and only complete gas equipment connection system specifically engineered for the commercial kitchen. The Safety System consists of the famous Dormont Blue Hose and a variety of accessories designed for improved safety and performance in commercial kitchens. Because they are manufactured in the USA under an ISO qualified production process and to multiple design certifications, you can Connect with Confidence with the Dormont Safety System.

NOTICE

The information contained herein is not intended to replace the full product installation and safety information available or the experience of a trained product installer. You are required to thoroughly read all installation instructions and product safety information before beginning the installation of this product.

Dormont product specifications in U.S. customary units and metric are approximate and are provided for reference only. For precise measurements, please contact Dormont Technical Service. Dormont reserves the right to change or modify product design, construction, specifications, or materials without prior notice and without incurring any obligation to make such changes and modifications on Dormont products previously or subsequently sold. Refer to the owner's manual for warranty information.



Approvals & Certifications



NSF/ANSI 169 – Special-purpose food equipment and devices
 ANSI Z21.69 / CSA 6.16 – Connectors for moveable gas appliances
 ANSI Z21.41 / CSA 6.9 – Quick-disconnect devices for use with gas fuel appliances
 ANSI Z21.15 / CSA 9.1 – Manually operated gas valves for appliances, appliance connectors
 Meets requirements of ANSI Z223.1 / NFPA 54 National Fuel Gas Code
 Not for use in temperatures less than 32°F (0°C). For indoor use only.
 Max operating pressure 1/2 psi.
 Refer to the catalog for additional approvals and certifications or go to www.dormont.com.
A restraining device is required for all moveable gas equipment.

SnapFast® Quick-Disconnect Deluxe Kit Assembly

Ordering Information

CONFIGURATION	SIZE I.D.	24" (607MM)	36" (914MM)	48" (1,219MM)	60" (1,524MM)	72" (1,829MM)
Deluxe Kit*	½"	1650KIT24	1650KIT36	1650KIT48	1650KIT60	1650KIT72
Basic Kit**		1650BPQR24	1650BPQR36	1650BPQR48	1650BPQR60	1650BPQR72
Hose Assembly***		1650BPQ24	1650BPQ36	1650BPQ48	1650BPQ60	1650BPQ72
Deluxe Kit*	¾"	1675KIT24	1675KIT36	1675KIT48	1675KIT60	1675KIT72
Basic Kit**		1675BPQR24	1675BPQR36	1675BPQR48	1675BPQR60	1675BPQR72
Hose Assembly***		1675BPQ24	1675BPQ36	1675BPQ48	1675BPQ60	1675BPQ72
Deluxe Kit*	1"	16100KIT24	16100KIT36	16100KIT48	16100KIT60	16100KIT72
Basic Kit**		16100BPQR24	16100BPQR36	16100BPQR48	16100BPQR60	16100BPQR72
Hose Assembly***		16100BPQ24	16100BPQ36	16100BPQ48	16100BPQ60	16100BPQ72
Deluxe Kit*	1¼"	16125KIT24	16125KIT36	16125KIT48	16125KIT60	16125KIT72
Basic Kit**		16125BPQR24	16125BPQR36	16125BPQR48	16125BPQR60	16125BPQR72
Hose Assembly***		16125BPQ24	16125BPQ36	16125BPQ48	16125BPQ60	16125BPQ72

BTU/hr Flow Capacity Natural Gas

(Flow rating BTU/hr 0.64 SP. GR. @ 0.5 inch WC pressure drop)

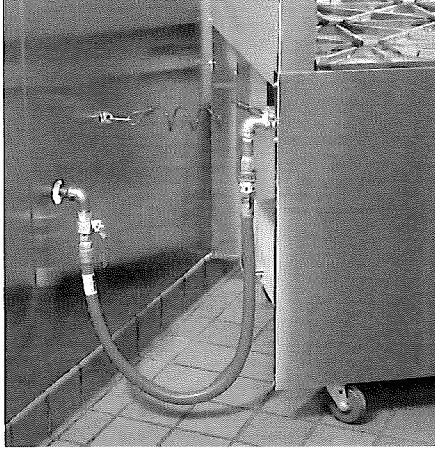
MODEL	SIZE I.D.	LENGTH				
		24" (607MM)	36" (914MM)	48" (1,219MM)	60" (1,524MM)	72" (1,829MM)
1650BPQ	½"	87,000	77,000	68,000	60,000	55,000
1675BPQ	¾"	232,000	218,000	180,000	158,000	139,000
16100BPQ	1"	414,000	379,000	334,000	294,000	279,000
16125BPQ	1¼"	699,000	615,000	541,000	476,000	419,000

* **Deluxe Kits include:** The Dormont Blue Hose and restraining device, full port valve and (2) street elbows

****Basic Kits include:** The Dormont Blue Hose and restraining device, street elbow and SnapFast

*****Hose Assemblies include:** The Dormont Blue Hose, SnapFast and street elbow

Typical Installation



Options

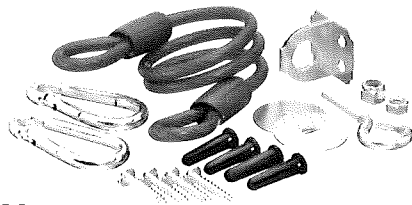
The Dormont Blue Hose®

The Dormont Blue Hose is a commercial, moveable-grade gas connector designed for use with moveable equipment.

Moveable equipment is defined in ANSI Standard Z21.69/CSA 6.16 as gas utilization equipment that may be mounted on casters or otherwise be subject to movement.



- One-handed quick-disconnect fitting
- Thermal shut-off when internal temperature exceeds 350°F (177°C)



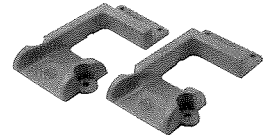
Restraining Device

- ANSI Z21.69 Standard section 1.7.4 states: Connectors when used on caster-mounted equipment shall be installed with a restraining device, which prevents transmission of the strain to the connector

Safety-Set®

Benefits

- Can be used with all caster-mounted equipment including cooking appliances, warming carts, salad bars, and refrigerators
- Crush Resistant
- Resistant to oils and greases
- Open-floor design allows appliance to rest level on the floor to ensure even cooking



Features

- Compatible with 4", 5", and 6" casters
- Certified to NSF/ANSI Standard 169 – Special Purpose Food Equipment & Devices
- Flexible, tough injection molded Thermoplastic Polyurethane (TPU)
- Able to withstand 1,000 PSI of crush pressure

Ordering Instructions:

The Safety-Set wheel positioning product can be ordered individually or with the Blue Hose Kit.

The Safety-Set model name is "PS" and the ordering number is 0241002.

When ordering the Safety-Set with the Blue Hose kit, simply add the letters "PS" to the end of the model number.



We guarantee our commercial gas connectors for the life of the original appliance to which it is connected.

Dormont®

A WATTS Brand

USA: T: (800) 367-6668 • F: (724) 733-4808 • Dormont.com

Kitchen Combo Oven/Steamer for Pinnacle Bank Arena

1. GENERAL NOTICE

- 1.1 The City of Lincoln, hereinafter referred to as Owners, are requesting bids from qualified companies, hereinafter referred to as Vendor(s); for a new stacked gas, boilerless, combi oven/steamer for Pinnacle Bank Arena requires the following:
 - 1.1.1 Stackable Combi Oven/Steamer
 - 1.1.2 Natural gas/Boilerless
 - 1.1.3 Delivery and installation must be included in the purchase price.
- 1.2 Contract will be awarded to the lowest, responsible, responsive Vendor whose bid substantially meets all the requirements, is the most advantageous to the City, and as the City deems will best serve the interests of the City.
- 1.3 Vendor shall submit bid and all requested supporting documents via the City/County ebid system.
 - 1.3.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Division.
 - 1.3.2 To register, go to the City of Lincoln website at www.lincoln.ne.gov
 - Type "bid" into search box
 - CLICK ON **Bids and Contracts**
 - CLICK ON **Supplier Registration**
 - Enter information as required.
 - 1.3.3 All fields marked with the red asterisk must be completed to register successfully.
- 1.4 Any deviation from these specifications or other documents associated with the bid must be documented on company letterhead and submitted prior to bid close.
- 1.5 All inquiries regarding these specifications shall be submitted in writing to Sharon Mulder, Asst. Purchasing Agent via email to (smulder@lincoln.ne.gov).
 - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addendum.
 - 1.5.2 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.5.3 Failure to comply with this directive may result in Vendor's bid being rejected.
- 1.6 Work may be performed at the jobsite during operating hours which are from 8am – 5pm, Monday – Friday. Work outside of these days and times shall be subject to approval of the Owner depending on event schedule.
- 1.7 The awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.
- 1.8 Payment will be made upon completion of installation and approval by the Owner's Representative.
- 1.9 The Project Manager for this project will be Ryan Weiss, Director of

Operations, Pinnacle Bank Arena.

2. PROJECT SCOPE

2.1 The successful contractor shall furnish and deliver a new stackable gas, boilerless, combi oven/steamer for the kitchen at Pinnacle Bank Arena.

3. COMBI OVEN / STEAMER

3.1 The bidder's "Lump" sum pricing in Ebid must reflect providing the following:

3.2 Combi oven, gas, Vulcan Model No. ABC7G-NATP or approved equivalent.

3.3 Combi Oven/Steamer specifications:

3.3.1 Combi Oven/Steamer, natural gas, boilerless, (7) 18" x 26" full-size sheet or (14) 12" x 20" full-size hotel pan capacity, (3) knobs with LED displays for temperature, timer & humidity, auto-adjustment of humidity with temperature selection, food probe, auto-reversing fan with speed control & electronic braking system, cool to touch glass door, flashing door light & audible alert, (4) Grab n Go wire racks, stainless steel interior & exterior, 80,000 BTU, 120v/60/1-ph, engineered & assembled in USA, UL EPH Classified, CULus

3.3.2 1-year limited parts & labor warranty, standard

3.3.3 Filtration System

3.3.4 NOTE: Water is a customer supplied utility just like Gas & Electric to the equipment. Proper Water Filtration based on customer water quality is essential to meet the equipment water spec requirements.

3.3.5 Verify type of filtration needed based on performing a cold-water analysis from the customer site. A suitable Water Treatment System & regular filter replacements coupled with routine cleaning/deliming is required.

3.3.6 CB30K-SYSTEM Single Hollow Carbon Filter System, with 30,000-gallon capacity, for chlorine & chloramine reduction, sediment, bad tastes & odors, total organic compounds, tannins & trihalomethanes, ANSI/NSF 42 & 53

3.3.7 Reverse Osmosis System is not required.

3.3.8 STACK-ABC/G Stacking Kit, gas, for (2) ABC7G Combi, includes: vent kit, spray hose, drip tray & casters.

3.3.9 SPRAY-ABC Spray Hose Kit, Provided with ABC Stand or ABC Stacking Kits - includes spray handle, 8 ft. stainless steel braided hose & mounting hardware.

3.3.10 HOSEWTR 3/4BBV Flex stainless steel water hose 72", 3/4" female GHT (2 per unit required for gas & electric, 3 with filter system, 1 per unit for direct steam)

3.4 Warranty

3.4.1 Vendor must provide warranty information for the Combi Oven/steamer.

4. DELIVERY AND INSTALLATION

4.1 Pricing shall include F.O.B delivery:

Pinnacle Bank Arena
400 Pinnacle Arena Drive
Lincoln, NE 68508

- 4.2 Delivery will be to the loading dock.
- 4.3 Delivery shall be between the hours of 8:00 am to 4:30 pm Monday through Friday and must work around the event schedule.
- 4.4 Awarded Vendor must coordinate delivery of equipment with the Owners, providing a twenty-four-hour notice prior to delivery.
- 4.5 Installation is required for the combi oven/steamer located in the main kitchen.

5. **INSURANCE**

- 5.1 The awarded Vendor shall furnish the Owners with a Certificate of Insurance ACORD and associated endorsements in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all Contracts" at time of award.
- 5.2 All certificates of insurance ACORD and endorsements shall be filed with the Owners showing specific limits of insurance coverage required and ACORD showing City of Lincoln as "Named Additional Insured" as pertains to these services.
- 5.3 **Vendors are strongly encouraged to send the insurance requirements and endorsement information to their Insurance Agent during the bid process in order to ensure contract execution within 5 days of award notice.**

6. **EVALUATION CRITERIA**

- 6.1 Evaluation of bids will consist of the following:
 - 6.1.1 Contract will be awarded to the lowest, responsible, responsive Vendor whose bid substantially meets all the required specifications, duties, terms, and conditions as defined in this request.
- 6.2 Vendor must hold pricing until given an approval from WHJPA board which meets in April 2024.

Insurance Requirements

Submitted on 26 January 2024, 12:42PM
Receipt number 1276
Related form version 18

The requirements herein apply to contracts to be issued by the City of Lincoln, Lancaster County, the Lincoln-Lancaster County Public Building Commission, and the West Haymarket Joint Public Agency. For purposes of certificates, endorsements and other proof required herein, only include the entity issuing the contract.

DEFINITIONS: For purposes of these Requirements, the following definitions apply:

- **"Agreement"** shall mean the contract between the Owner and the Contractor into which these Insurance Requirements are incorporated by reference.
- **"City"** shall mean the City of Lincoln, NE.
- **"COI"** shall mean a Certificate of Insurance.
- **"Contractor"** shall mean the individual, company, etc. being hired to perform the Work under the Agreement. Contractor shall include all owners, officers, employees, agents, and subcontractors and employees of any of them.
- **"County"** shall mean the County of Lancaster, Nebraska.
- **"Owner(s)"** shall mean any, all, or a combination of the City of Lincoln, NE, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency and their elected and appointed officials, officers, employees, agents, contractors, and consultants.
- **"PBC"** shall mean the Lincoln-Lancaster County Public Building Commission.
- **"Site"** shall mean the location the Work is being completed and/or delivered to.
- **"WHJPA"** shall mean the West Haymarket Joint Public Agency.
- **"Work"** shall mean the project being completed, products being delivered, and/or services being provided as contemplated in the Agreement.

OWNERS: The Insurance Requirements apply to the following: WHJPA

PROVISIONS:

- 3. Commercial General Liability
- 4. Automobile Liability
- 5. Workers' Compensation

Contractor shall comply with the following provisions:

1. Insurance: Coverage Information

- A. The Contractor shall, prior to beginning work, satisfy all provisions of these Insurance Requirements and shall provide proof of insurance coverage in a form satisfactory to the Owner, which shall not unreasonably withhold approval. Contractor shall comply with these Insurance Requirements, including maintaining all coverages required by these Insurance Requirements, at all times the Work is being done pursuant to the Agreement.
- B. Contractor's insurance shall be primary and non-contributory with any insurance coverage maintained by the Owner. Owner's insurance policies, if any, operate secondary, in excess, separately and independently from policies required to be provided by Contractor. The policies shall be written for not less than the limits of liability required herein. If Contractor maintains higher limits than the minimums shown, the Owner requires and shall be entitled to the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

Deductibles/Retentions: Deductibles/Retentions above \$25,000.00 shall not be permitted unless written consent is given by the Owner prior to close of an RFP or bid, or upon execution of the Agreement if a formal bid or RFP is not issued.

Owner has sole and exclusive discretion to reject deductibles/retentions that do not meet Owner's satisfaction.

Self-Insurance: In the event Contractor is self-insured for any insurance coverages required in this Agreement, Contractor is required to complete a Self-Insured Certification. If Contractor is self-insured for Workers Compensation, Contractor shall provide Owner a copy of Nebraska Certificate of Self-Insurance for Workers' Compensation.

Owner(s) checked below shall be listed as the Certificate Holder on the COI using the following address: 555 S. 10th St., Lincoln, NE 68508

West Haymarket Joint Public Agency

2. Certificates

- A. The Contractor shall provide to Owner, in a form acceptable to Owner, a COI demonstrating the coverage required herein and include copies of all necessary endorsements, waivers, or other documents required by these Insurance Requirements before being permitted to begin the Work pursuant to this Agreement.

3. Commercial General Liability: The Contractor shall have, maintain, and provide proof of Commercial General Liability Insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 combined single limit (CSL) each occurrence; \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate.
- C. **Coverage:** Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal and Advertising Injury. The required insurance must include coverage for all projects and operations by or on behalf of Contractor or similar language that meets the approval of the Owner, which approval shall not be unreasonably withheld. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in this agreement. Policy shall have a Cross-Liability/Separation of Insureds Clause specifying the insureds' protection under the policy as if each insured had a separate policy, with the exception of the limits of liability and any rights or duties that are designated to be for the first named insured only.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owner as additional insured on Contractor's Commercial General Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

4. Automobile Liability: The Contractor shall have, maintain, and provide proof of Automobile Liability insurance.

- A. **Basis:** Occurrence basis.
- B. **Limits:** Not less than \$1,000,000 CSL per accident. Auto Liability shall not be subject to an aggregate.
- C. **Coverage:** Coverage shall include liability arising out of the ownership, maintenance, or use of any motor vehicle, including Owned, Leased, Hired and Non-Owned.
- D. **Additional Insured Endorsement Form:** The Contractor shall name the Owners as additional insured on Contractor's Automobile Liability policy.
- E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.

5. Workers' Compensation; Employers' Liability: The Contractor shall have, maintain, and provide proof of Workers' Compensation insurance.

- A. **Limits:** Workers' Compensation coverage not less than statutory requirements under the laws of the State of Nebraska and any other applicable State where Work may be performed. Employer's Liability coverage with limits of not less than \$500,000 each accident or injury shall be included.
- B. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner. The Contractor shall have its Workers' Compensation insurance carrier, or, if the Contractor is self-insured, then the Contractor itself shall, waive its subrogation rights/rights of recovery against the Owner and shall provide to Owner, in a form acceptable to Owner, a written document, signed by an authorized Officer of the Contractor confirming Contractor has waived their right of subrogation/waived their right of recovery.
- C. Sole proprietors and certain very small entities may be exempt from these requirements and it is the obligation of the Contractor to submit documentation to the Owner of the basis for any such exemption. Contractor will not hire/engage any employees or independent contractors without procuring a Workers Compensation policy and providing proof to the Owner.

Subcontractors: The Contractor shall ensure that all tiers of Contractor's subcontractors comply with insurance requirements identical to the Insurance Requirements between the Contractor and Owner. Contractor shall provide, upon Owner's request, all documentation evidencing such compliance, to Owner on behalf of Contractor and Contractor's subcontractors.

Cancellation/Renewal Notice: Contractor's policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, non-renewed or aggregate limits exhausted until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice from insurer, Contractor shall provide a copy of the notice to Owner. If coverage required under this Agreement is cancelled or non-renewed, Contractor shall provide evidence of replacement coverage, with no lapse in coverage between the policies. Contractor shall provide, prior to expiration of any policy(ies), certificates of insurance and endorsement forms evidencing renewal insurance coverages as required in this Agreement.

Owner's Option: Owner may purchase and maintain at Owner's expense, liability insurance. Contractor cannot rely upon Owner's liability policy(ies) for any of Contractor's insurance obligations required herein.

Umbrella or Excess Liability: The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Agreement provided such umbrella/excess coverage is not more restrictive than the primary coverage. Such coverage shall be excess of the Commercial General Liability, Auto Liability and Employer's Liability. If the Contractor is required to have, maintain and provide proof of Garage Liability, the Umbrella/Excess Liability shall also be excess of Garage Liability.

Minimum Rating - Insurer: All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than "A-" VIII, unless Owner has expressly approves in writing.

Reservation of Rights: The Owner reserves the right to require a higher limit of insurance or additional coverages when the Owner determines that a higher limit or additional coverage is required to protect the Owner or the interests of the public.

Sovereign Immunity: Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the Sovereign Immunity of the Owner.

No Waiver by Owner: Failure of the Owner to object to the form or content of the certificate or endorsement or to demand such proof as is required herein shall not constitute a waiver of any insurance requirement set forth herein.

Failure of Owner to demand such certificates of insurance, endorsements or other evidence of the Contractor's full compliance with these insurance requirements, or failure of Owner to identify any deficiency in compliance from the evidence provided, shall not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance at all tiers.

Claims-made Tail Coverage: Any liability insurance arranged on a claims-made basis, will require an Extended Reporting coverage for the duration specified or the maximum time period the Contractor's insurer will provide, if less than the duration specified. Contractor will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for the additional period. Continuous "claims made" coverage is acceptable in lieu of Extended Reporting coverage, provided the retroactive date is on or before the effective date of this Agreement and there is no prior or pending date added to the policy after the inception of this Agreement.

QUESTIONS

Consult with your insurance agent or broker on how to acquire the required coverages, endorsements, and waivers needed for your Agreement.

For additional information or questions concerning coverage or acceptable forms, Contractor may contact the Purchasing Division at 402-441-8103, or the Department that issues the Agreement. For general questions regarding Insurance Requirements, please contact the City of Lincoln Risk Management at 402-441-7671 or County of Lancaster, Nebraska's Risk Management at 402-441-6510, as appropriate.

E-mail Address (Internal use only)

smulder@lincoln.ne.gov



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bankers Insurance, LLC dba BI Insurance Agency, LLC
One Stafford Commons
Princeton WV 24740

CONTACT NAME: Cynthia Crews
PHONE (A/C, No, Ext): 540-735-1702 FAX (A/C, No): 800-899-0146
E-MAIL ADDRESS: corews@bankersinsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Westfield National Insurance Company	24120
INSURER B: Employers Preferred Insurance Company	10346
INSURER C: Westfield Insurance Company	24112
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Douglas Equipment, Douglas Food Stores, Inc.
dba Douglas Equipment
301 North Street
Bluefield WV 24701

License#: 6387078
DOUGEQU-01

COVERAGES

CERTIFICATE NUMBER: 155333047

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	BOP4533485	3/20/2024	3/20/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>	Y	Y	BOP4533485	3/20/2024	3/20/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	BOP4533485	3/20/2024	3/20/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EIG458882803	8/1/2023	8/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WV Broad Form E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Installation			BSP145024Q	3/20/2024	3/20/2025	Any One Location Limit Per Disaster 143,500 287,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Laurence Douglas and Patricia Douglas are excluded from Workers Compensation coverage
When required by written contract, certificate holder is an Additional Insured under the General Liability and Automobile as respects to work performed by the Named Insured. A Waiver of Subrogation applies in favor of the certificate holder when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Lincoln- Lancaster County
Lincoln-Lancaster County Public Building Commissio
WHJPA-West Haymarket Joint Public Agency
555 S 10th Street
Lincoln NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE:
Cynthia Crews

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES
OR CONTRACTORS - SCHEDULED PERSON
OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AUTOMATIC ADDITIONAL INSURED STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II - Liability is amended as follows:

A. The following is added to Paragraph C. **Who Is An Insured:**

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - WITH ADDITIONAL INSURED REQUIREMENT IN CONSTRUCTION CONTRACT

This endorsement modifies Insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II - Liability is amended as follows:

A. The following is added to Paragraph C. Who Is An Insured:

3. Any person(s) or organization(s) for whom you are performing operations is also an additional Insured, if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be included as an additional Insured on your policy. Such person(s) or organization(s) is an additional Insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional Insured,

However, the Insurance afforded to such additional Insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional Insured.

A person's or organization's status as an additional Insured under this endorsement ends on the earlier of the date:

- a. When your operations for that Insured are completed; or
- b. The contract or agreement you have entered into with the additional Insured is terminated.

B. With respect to the Insurance afforded to these additional Insureds, the following additional exclusion applies:

This Insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional Insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the Insurance afforded to these additional Insureds, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:

The most we will pay on behalf of the additional Insured is the amount of Insurance:

1. Required by the contract or agreement you have entered into with the additional Insured; or
2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:
AUTOMATIC ADDITIONAL INSURED STATUS WHEN REQUIRED BY CONSTRUCTION CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Paragraph K. **Transfer Of Rights Of Recovery Against Others To Us** in **Section III - Common Policy Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BUSINESS AUTO ENDORSEMENT

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. **Who Is An Insured broadened:**
 - Additional Insured by Contract, Agreement or Permit
 - Legally Incorporated Subsidiaries
 - Newly Acquired Organizations
- B. **Supplementary Payments**
 - Ball Bonds - \$5000
 - Loss of Earnings - \$500
- C. **Fellow Employee Exclusion Amendment**
- D. **Coverage Extensions**
 - Transportation Expenses
 - Personal Effects (Excess Basis)
- E. **Additional Coverages**
 - Expenses paid for returning a stolen covered auto
 - Fire Department Service Charge
- F. **Airbag Coverage - Accidental Discharge**
- G. **Glass Repair - Waiver of Deductible**
- H. **Knowledge and Notice of an Accident, Claim or Suit**
- I. **Unintentional Failure To Disclose Hazards**
- J. **Worldwide Coverage**
- K. **Definitions**
 - Bodily Injury Redefined

In addition to the policy amendments contained in A. through K. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Signature Series Business Auto Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) - CA 04 44

A. WHO IS AN INSURED BROADENED

SECTION II - COVERED AUTOS LIABILITY COVERAGE, Item A. Coverage, 1. Who Is An Insured is amended to include the following additional paragraphs:

- d. Any legally incorporated subsidiary of yours in which you own more than

50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limit of insurance.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

With respect to all employees subject to the workers' compensation laws of the state of WEST VIRGINIA, any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 8/1/2023 at 12:01 AM standard time, forms a part of
Policy No. EIG458882803 Of the

Carrier Code

Issued to

Endorsement No.

Premium

Countersigned at _____ on _____ By: _____
Authorized Representative

INSTRUCTIONS TO BIDDERS

"Owner(s)" shall mean any, all, or a combination of the City of Lincoln, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency.

1. BIDDING PROCEDURE

- 1.1. Bidders shall use the electronic bid system for submitting solicitation responses and must complete all required fields.
- 1.2. EBID/IONWAVE REGISTRATION
Bidders must be registered on the Owner's Ebid site to submit a response to any solicitation.
 - 1.2.1 To register in Ebid, click on this link: <https://col.ionwave.net/Login.aspx>
 - 1.2.2. Click on "Supplier Registration" in blue box and follow the instructions to complete the registration.
- 1.3. Solicitation responses will not be accepted after the closing time and date.
- 1.4. Bidders should include any deviations of the solicitation documents and the proposed replacement language on company letterhead and attach in the Response Attachment tab in Ebid. Failure to include deviations with the solicitation response will indicate the Bidder agrees to all terms and conditions outlined in the solicitation documents with no exceptions. The Owner reserves the right to accept or reject the deviations according to the best interests of the Owner. Deviations that are not acceptable to the Owner and not negotiable, may result in the Bidder being deemed as "non-responsive" and rejection of the response.
- 1.5. Bidders shall not attempt to influence or discuss this solicitation with any Owner employee, elected official, agent, or evaluator other than the Purchasing Staff through the award process.
 - 1.5.1 Failure to follow this requirement may result in immediate disqualification of your response.
 - 1.5.2 From the date the solicitation is issued until the award notification is issued, communication is limited to the Purchasing staff. After the award notification is issued, the Bidder may communicate with individuals of the Owner responsible for negotiating the contract.
- 1.6. The Owner reserves the right to reject a response, withdraw an award notification, or terminate a contract if it is determined there has been a violation of these purchasing procedures.
- 1.7. If bidding on a construction contract, the Owner's most current Standard Specifications for Municipal Construction shall apply, found at: <https://www.lincoln.ne.gov/Owner/Departments/LTU/Transportation/Standards/Standard-Specs>.

2. CLARIFICATION OF BIDDING DOCUMENTS

- 2.1 Bidders shall promptly notify Purchasing staff of any ambiguity, inconsistency, or error which they may discover upon examination of the bidding documents.
- 2.2 Questions regarding the meaning, interpretation or clarification of any solicitation provision should be submitted through Ebid under the Questions tab. The Owner is not obligated to respond to questions that are received after the Question Cutoff date and time in Ebid.
- 2.3 Changes made to the bidding documents may be issued electronically via addendum in Ebid. Addendums are issued by Purchasing prior to the closing date for solicitations which modify or interpret the bidding document by addition, deletion, clarification, or correction.
- 2.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owner; and Bidders shall not rely upon such interpretations or changes.

3. INDEPENDENT PRICE DETERMINATION

- 3.1 By electronically signing and submitting a response, the Bidder agrees the submitted pricing has 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 submitted in the response have not been knowingly disclosed by the Bidder prior to the solicitation 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 response for the purpose of restricting competition.

4. BRAND NAMES/ALTERNATES

- 4.1 If alternates are allowed, it is the Bidder's responsibility to identify any alternate items and prove to the satisfaction of the Owner that said item is equal to, or better than, the product specified.
 - 4.1.1 Alternate items shall be stated in the appropriate space in Ebid Line Item, or if the Ebid Line Item does not contain blanks for alternates, Bidder should attach a statement in Ebid on Company letterhead 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.
 - 4.1.2 Bidders must indicate any variances by item number from the bidding document no matter how slight.
- 4.2 If alternates are not stated in the response, it will be assumed that the item being provided fully complies with the Owner's solicitation documents.

5. DEMONSTRATIONS/SAMPLES

- 5.1. If requested by the Owner, Bidders shall provide and/or demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request.
- 5.2. Such demonstration(s) can be at the Owner delivery location or a surrounding community.
- 5.3. 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 Owner of acceptable goods. The Bidder should indicate how samples are to be returned.
- 5.4. When requested, samples will be furnished at the Bidder's expense prior to the closing of the solicitation, unless another time is specified. Each sample should be labeled clearly, and identify the Bidder's name, the solicitation number and title, item number, and the brand and model number, if applicable. Samples submitted must be the commodities or equipment which would be delivered if awarded the solicitation.
- 5.5. The Owner reserves the right to request samples even though this may not have been set forth in the solicitation.
- 5.6. Samples may be destroyed in testing. If a sample is not destroyed in testing and a Bidder wishes to have the sample returned, it will be returned at the Bidder's expense upon request.
- 5.7. The sample will not be returned until thirty (30) calendar days after any protest or the execution of a contract. The Bidder shall have ten (10) calendar days to arrange for the return of the sample following any of the above dates. If no request from the Bidder is received within the above dates, the Owner reserves the right to use, donate, or surplus the samples in accordance with the Owner's policies.

6. DELIVERY (Non-Construction)

- 6.1. The Owner reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the specified time(s).
- 6.2. All prices shall be based upon inside delivery of the equipment/merchandise F.O.B. Destination to the Owner at the location specified by the Owner, with all transportation charges paid.
- 6.3. At the time of delivery, a designated Owner employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items 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.

7. WARRANTIES AND GUARANTEES

- 7.1. Warranties, guarantees, and maintenance policies should be uploaded in Ebid in the Response Attachments tab.
- 7.2. Bid specifications shall set forth warranties and guarantees. If not described therein, then as a minimum requirement of the Owner, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance of products shall be replaced at no expense to the Owner. Replacement parts of defective components shall be shipped at no cost to the Owner. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder. Work performed for services shall include a one (1) year warranty beginning upon completion of services. There shall be an additional one (1) year warranty for defects in services rendered beginning on the date that the defects are corrected.

8. BID SECURITY, (if required)

- 8.1. Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with the solicitation, as indicated on the solicitation.
 - 8.1.1. Bid security, if required, shall be in the amount specified in the solicitation. The bid security may be scanned and attached to the Response Attachments section of your response in Ebid. 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 closing.
 - 8.1.2. If the bid security is not received in the office of the Purchasing Division as stated above, the Bidder may be determined to be non-responsive.
- 8.2. 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.
- 8.3. Such bid security may be returned to the unsuccessful Bidders when the award of the solicitation is made.
 - 8.3.1. Bid security may be returned to the successful Bidder(s) as follows:
 - 8.3.2. For purchase orders, upon the delivery of all equipment or merchandise, and upon final acceptance by the Owner.
 - 8.3.3. For all other contracts, upon approval by the Owner of the executed contract and bonds.
- 8.4. Owner shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 8.4.1. A contract has been executed and bonds have been furnished.
 - 8.4.2. The specified time has elapsed so the solicitations may be withdrawn.
 - 8.4.3. All responses have been rejected.
 - 8.4.4. Bid security will be forfeited to the Owner as full liquidated damages, but not as a penalty, if the Bidder fails or refuses to enter a contract on forms provided by the Owner, and/or if the Bidder fails to provide sufficient bonds or insurance within the period as established in this bidding document.

9. REFERENCE CHECKS

- 9.1. The Owner reserves the right to conduct and consider reference checks. By submitting a response to this solicitation, the Bidder grants the Owner the right to contact or arrange a visit in person with any or all the Bidder's clients. Reference checks may be grounds to deem Bidder not responsible, not award, withdraw an award notification, or rescind the award of a contract.

10. SOLICITATION EVALUATION AND AWARD

- 10.1. The electronic signature shall be considered an offer on the part of the Bidder. The offer shall be deemed accepted upon issuance by the Owner of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2. No response shall be modified or withdrawn for a period of ninety (90) calendar days after closing date and time.
- 10.3. In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 10.4. The solicitation will be awarded to the lowest responsive, responsible Bidder whose offer will be most advantageous to the Owner, and as the Owner deems will best serve the requirements and interests of the Owner.
- 10.5. The Owner reserves the right to accept or reject any or all responses; to request rebids; to award item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities; request a best and final offer (BAFO); such as shall best serve the requirements and interests of the Owner.
- 10.6. 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 Owner. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 10.7. The Owner reserves the right to reject irregular responses that contain unauthorized additions, conditions, alternate responses, or irregularities that make the solicitation incomplete, indefinite or ambiguous.
- 10.8. If allowed, any governmental agency may piggyback on any purchase order or contract established from this solicitation.

11. EXECUTION OF AGREEMENT

- 11.1. Depending on the type of service or commodity provided, one of the following methods will be employed.
- 11.1.1. **PURCHASE ORDER**
A copy of the Bidder's response (or referenced solicitation 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 solicitation documents.
- 11.1.2. **CONTRACT**
- 11.1.2.1 Owner will prepare and furnish a Contract to the successful Bidder.
- 11.1.2.2 The successful Bidder shall provide proof of insurance as evidenced by a Certificate of Insurance, along with endorsements and waivers (as required), surety bonds properly executed (as required), and Contract signed and dated.
- 11.1.2.3 The prepared documents should be returned to the Purchasing Office within 10 days (unless otherwise noted).
- 11.1.2.4 The Owner will sign and date the Contract when (a), (b), and (c) are completed.
- 11.1.2.5 Upon approval and signature, the Owner will return one electronic copy to the successful Bidder.

12. LAWS

- 12.1. The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this solicitation and any contract reached as a result of this process.
- 12.2. Bidder agrees to abide by all applicable local, state, and federal laws and regulations, including those concerning the handling and disclosure of private and confidential information from individuals and corporations as to inventions, copyrights, patents, and patent rights.
- 12.3. If there are any conflicts or inconsistencies between the Bidder's documents and the Owner's documents, the Owner's documents shall control.

13. TAX ASSESSMENT

- 13.1. Any solicitation for public improvement shall comply with Nebraska Revised Statutes Sections 77-1323 and 77-1324. In that regard, 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 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.

14. EQUAL OPPORTUNITY

- 14.1. The Owner requires compliance with all federal, state, and local laws, rules, and regulations regarding equal opportunity for all Bidders and encourages minority businesses, women's businesses, and locally owned business enterprises to participate in our bidding process.

15. LIVING WAGE, (if applicable)

- 15.1. The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.
- 15.2. If the contract is subject to the Owner's Living Wage pursuant to Section 2.81 of the Lincoln Municipal Code, the Bidder agrees to pay all employees employed in the performance of this contract, a base wage of not less than the Owner's Living Wage. This wage is subject to change every July.

16. INSURANCE

- 16.1. Bidders shall take special notice of the insurance provisions required for Owner contracts (if applicable, see *Insurance Requirements in the Attachments tab in Ebid*).

17. TAXES AND TAX EXEMPTION CERTIFICATE

- 17.1. The Owner is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.
- 17.2. The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

18. AUDIT

- 18.1. All parties of any Owner agreement shall be subject to audit and shall make available to a contract auditor, as defined therein, copies of all financial and performance-related records and materials germane to the contract/order, as allowed by law.

19. E-VERIFY

- 19.1. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the awarded Bidder 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 winning Bidder 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 winning Bidder 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.

Advertise 2 times
Saturday, January 27, 2024
Friday, February 2, 2024

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: **2:00 pm, Friday, February 9, 2024** for providing the following:

Kitchen Combo Oven/Steamer for Pinnacle Bank Arena
Bid No. 24-043

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

Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8103 or purchasing@lincoln.ne.gov.

RESOLUTION NO.

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

3 That the attached Agreement Between the West Haymarket Joint Public Agency and
4 Lincoln Youth Complex for Additional Contribution to Ballfields Project to make an additional
5 contribution to the Lincoln Youth Complex in an amount not to exceed \$4,500,000.00 from the
6 West Haymarket Joint Public Agency Surplus Fund beginning with a payment of \$1,500,000.00
7 on April 1, 2026, a second payment of \$1,500,000.00 on April 1, 2027, and a final payment of
8 \$1,500,000.00 on April 1, 2028, to reimburse LYC for its costs to design and construct the LYC
9 Ballfields Project upon the terms and conditions as set forth in the Agreement; that such payments
10 shall be made by the Treasurer as scheduled without further approval; and that the Chairperson of
11 the West Haymarket Joint Public Agency Board of Representatives is hereby authorized to execute
12 said Agreement.

Adopted this _____ day of April, 2024.

Introduced by:

West Haymarket Joint Public Agency
Board of Representatives

Approved as to Form & Legality:

Legal Counsel for
West Haymarket Joint Public Agency

Leirion Gaylor Baird

Tim Clare

Tom Beckius

AGREEMENT BETWEEN WEST HAYMARKET JOINT PUBLIC AGENCY AND LINCOLN
YOUTH COMPLEX FOR ADDITIONAL CONTRIBUTION TO BALLFIELDS PROJECT

This Agreement is effective as of the date below and is between the West Haymarket Joint Public Agency, a Nebraska political subdivision (“JPA”) and Lincoln Youth Complex, a Nebraska nonprofit corporation (“LYC”).

WHEREAS, LYC has, since approximately 2013, sought to design, construct, and operate a Youth Sports Complex (“the Ballfields” or “Ballfields project”) on land owned by the City of Lincoln, Nebraska (“the City”) and generally known as 2100 N. 1st Street, Lincoln, Nebraska (“the Property”); and

WHEREAS, LYC acquired a lease from the City in 2023 to design, construct, and operate the Ballfields on the Property as found in Ordinance 21417 (“the Lease”); and

WHEREAS, the JPA supports the Ballfields project and unconditionally granted LYC the sum of \$4,500,000.00 pursuant to Resolution WH01343 approved on October 27, 2022, with installments of \$1,500,000.00 on April 1, 2023, April 1, 2024, and April 1, 2025; and

WHEREAS, the cost to design and build the Ballfields is approximately \$31,500,000.00, and is to be paid for with contributions from private donors, grants for which LYC is eligible, the City, the JPA, and Lancaster County, Nebraska (“the County”); and

WHEREAS, significant and substantial cost increases have made it difficult for LYC to accumulate sufficient funding for the design and construction of the Ballfields; and

WHEREAS, LYC has started construction of the Ballfields and is in need of additional funding to complete construction in time for opening in 2025.

NOW, THEREFORE, the Parties hereto agree to the following:

1. Additional Contribution by JPA. The JPA agrees to contribute an additional \$4,500,000.00 to the Ballfields project subject to the terms and conditions set forth herein. If there is continuing full compliance with the terms and conditions, annual payment installments of \$1,500,000.00 shall be made on April 1, 2026, April 1, 2027, and April 1, 2028 (“JPA payments”).
2. Terms and Conditions. LYC agrees to the terms and conditions stated herein in order to receive the JPA payments.
3. New Fundraising Donor Match. JPA payments shall be based on a 50% donor match from future private sector gifts and grants for which LYC may be eligible, including public grants of any kind. In-kind donations are eligible if such donations result in an increase of cash available for construction or funding the Reserve Fund in paragraph 13. LYC shall demonstrate in writing that it has secured sufficient cash donations, JPA approved pledges and other JPA approved sources, that are not less than fifty percent

(50%) of a JPA Payment and does not include cash donations or pledges held by LYC as of March 1, 2024 (“New Fundraising”) to qualify for a JPA payment. Such New Fundraising must be established not less than least thirty (30) days prior to the date of the JPA payment in order for the JPA payment to be made. In the event new fundraising does not meet or exceed 50% of the amount of the next scheduled JPA payment, the JPA may, at its exclusive option: (i) pay the full amount of the JPA payment; (ii) withhold the JPA payment until new fundraising meets or exceeds the JPA payment; (iii) reduce the amount of the JPA payment to any level deemed appropriate by the JPA; or (iv) cancel the JPA payment.

For purposes of this Agreement, the term “JPA approved” is defined as New Fundraising as approved by the JPA Treasurer consisting of cash donations, pledges and other approved sources and shall include New Fundraising awarded by way of public or private grants or contracts, subject to any and all additional conditions as specified in a loan commitment letter issued by a lender. Loans and operating revenues are not deemed to be New Fundraising for purposes of this Agreement.

4. Donation Reporting. On or before February 28 of each calendar year, LYC shall submit a written report detailing all collections and uses of donations, including cash donations, for the period of March 1 of the prior calendar year through February 28 of the current calendar year which are indicated to satisfy the donor match requirement as identified in paragraph 3 for the subsequent April 1 payment. Such reports shall not include personally identifiable information that could result in public disclosure of donor names. Corporations or other private entities that make donations or pledges shall have the same confidentiality protection as individuals.
5. Ballfields Operator. On or before May 1, 2024, LYC shall select and contract with a qualified Operator for the Ballfields. The Operator shall be consulted regarding remaining design and construction activities. The JPA shall be kept advised of the selection and hiring process for the Operator.
6. Design Element Changes. LYC shall design and construct the “well-designed baseball/softball complex” agreed to with the City in the Lease and shall generally comply with Exhibit A of the Lease. An updated site plan is attached as Exhibit 1. Certain modifications to the original design are permitted, including the following:
 - i. Reduction of the foul territory covered by synthetic turf in all fields;
 - ii. Shorten the outfield distance for the championship baseball field;
 - iii. Reduce the lighting levels on the two championship fields from broadcast quality to industry standard quality;
 - iv. Reduce the size of the concession stands/restroom buildings;
 - v. Remove the “crow’s nest” feature on the concession stand/restroom buildings;
 - vi. Defer construction of the ornamental fencing and landscaping around Homer’s Heroes Field;
 - vii. Remove trees, shrubbery, and natural plantings to the extent not viable in a brownfield;

- viii. Defer installation of the second bank of batting cages between the baseball/softball championship fields;
 - ix. Defer construction of the ornamental entrance fencing; and
 - x. Such other modifications as may be agreed to in writing by the JPA and LYC.
7. Design Element Inclusions. LYC shall maintain inclusion of the following original design elements:
- a. East concession stand/restroom building;
 - b. Youth Field #5;
 - c. Raised, permanent metal bleachers for the championship baseball field and the championship softball field, that includes the press boxes;
 - d. Metal sun roofing for the baseball and softball championship fields;
 - e. Electronic digital scoreboards for the five youth fields; and
 - f. Windscreen shade structures in common area.
8. Review of Design Changes. LYC shall submit all design changes relating to design elements described in paragraphs 6 and 7 above to the JPA for review and approval prior to any change orders or other modifications to the plans and drawings being implemented.
9. Project Management. LYC agrees to contract with Project Control, Inc. (“PCI”) for management of the construction of the Ballfields. Funding for fees paid to PCI may be paid from the contributions provided by the JPA. The JPA shall have unrestricted access to PCI, including all reports, records, and other information and documents relating to the Ballfields project that may be in their possession. No amendments or termination of the agreement with PCI by LYC shall occur without the consent of the JPA, which shall not be unreasonably withheld.
10. Access to Records. LYC agrees to grant access to JPA to facilitate review of all books and records of LYC, including donor lists at such reasonable times and places as may be agreed upon by the JPA and LYC for the purpose of evaluating fundraising, construction activities, and operations related to the Ballfields. LYC shall not be required to turn over documents deemed confidential by LYC but shall permit the JPA to view such documents in a secure setting reasonably determined by LYC. LYC may redact such information as it may deem appropriate. JPA agrees to use reasonable efforts allowed by applicable law to prevent disclosure of information deemed confidential by LYC.
11. Loan Commitment Letter. LYC shall provide to the JPA a loan commitment letter from a bank or other qualified lender in an amount sufficient to complete construction of the Ballfields, including the Design Element Inclusions, as set forth in this agreement in time for opening in 2025. Such letter shall be subject to approval by the JPA Treasurer and must be submitted to the JPA no later than 14 calendar days after the Effective Date.

12. Construction Schedule. LYC agrees to maintain the construction schedule in effect as of the Effective Date and is subject to reasonable delays as may be typically encountered during construction projects such as (but not limited to) weather delays and supply chain issues not under the control of the building contractor. Inability to pay approved pay applications from the building contractor shall not be deemed to be an acceptable reason for delay in completion of the project.
13. Reserve Fund. LYC shall submit to JPA a plan, to be approved by the JPA, to fully fund the Reserve Fund in the Lease. The plan shall be submitted to the JPA no later than October 1, 2024. The plan shall show how the Reserve Fund will be fully funded by no later than October 1, 2029. In the event the Reserve Fund is not fully funded by October 1, 2029, LYC shall obtain and deliver to the City a letter of credit for the benefit of the City for that portion of the Reserve Fund that is not fully funded. The terms of the letter of credit shall include that the City may call or exercise the letter of credit at any time after October 1, 2029 if any portion of the Reserve Fund is not funded.
14. Compliance with the Lease. LYC shall, at all times, remain in full compliance with all terms and conditions of the Lease. Any breach or default of the Lease shall be deemed a breach or default of this Agreement.
15. Approval of Agreement. LYC shall approve this Agreement pursuant to its normal approval process for contracts and agreements. The JPA shall approve this Agreement pursuant to a regularly scheduled or special meeting of the Board of Representatives.
16. Term. The term of this Agreement shall be from the Effective Date to the date five (5) years after the Effective Date unless terminated earlier or extended by mutual agreement of the Parties.
17. Effective Date. The Effective date shall be the date this Agreement is executed by the Chair of the JPA as set forth below.
18. Termination. Termination may occur for any of the following reasons:
 - a. This Agreement may be terminated by JPA or LYC if the other party fails to adequately perform any material obligation required by this Agreement (“Default”) or the Lease. Termination rights under this section may be exercised only if the defaulting party fails to cure a Default within ten (10) calendar days after receiving written notice from the non-defaulting party specifying the nature of the Default. In the event of a Default by LYC, the JPA shall have no further obligation to make any unpaid JPA Payments.
 - b. JPA may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the JPA. In the event of unavailability of funds to pay any amounts due under this Agreement, JPA shall immediately notify LYC, and this Agreement shall terminate without penalty or expense to the JPA.

19. Audits. In the event of an audit, the Parties hereto agree to comply with Chapter 4.66 of the Lincoln Municipal Code or as may be required by applicable laws, rules, or regulations. All Parties shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.
20. Records Retention. Both Parties agree to preserve and make available at reasonable times all of its books, documents, papers, records, and other evidence involving transactions related to this Agreement for a period of seven (7) years from the earliest of the last JPA payment, expiration of this Agreement, or termination of this Agreement. Access to records shall be subject to the confidentiality provisions set forth in paragraph 9.
21. Assignment. Neither Party shall assign any interest in this Agreement, delegate any duties, or transfer any interest in the same (whether by assignment or novation), without consent of the Parties as expressed through an executed amendment to this Agreement.
22. Integration and Amendments. This Agreement represents the entire agreement between the parties, and all prior negotiations and representations are hereby expressly excluded from this Agreement. Amendments to this Agreement shall be approved in the same manner as the original Agreement.
23. Nebraska Law. This Agreement shall be construed pursuant to the laws of the State of Nebraska.

Dated this ____ day of _____, 2024.

WEST HAYMARKET JOINT PUBLIC AGENCY
a Nebraska political subdivision

Leirion Gaylor Baird, Chair

LINCOLN YOUTH COMPLEX,
a Nebraska nonprofit corporation

Charlie Colón, President

