

## LINK 3 - CONTRACT RESPONSIBILITIES

### A. INSURANCE REQUIREMENTS

Prior to the execution of the contract resulting from this RFP, the successful Firm will be required to provide proof of insurance that is compliant with the "INSURANCE REQUIREMENTS FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS". This document is attached to the Ebid Bid Attachments.

**Firms are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to RFP closing date and time to expedite the contract execution process.**

### B. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the carrying out of this project, the firm 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 firm 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.

### C. E-VERIFY

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the firm 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 firm 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 firm 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.E-VERIFY](http://www.uscis.gov/everify.E-VERIFY).

### D. COOPERATION WITH CONTRACTORS

Firm may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The firm shall agree to cooperate with such other contractors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other firm or individual. Firm is not required to compromise firm's intellectual property or proprietary information unless expressly required to do so by this contract.

### E. PERMITS, REGULATIONS, LAWS

The firm must comply with all current Local, State and Federal requirements necessary to perform all duties and requirements of the resulting contract. The firm shall be responsible for obtaining and paying for all royalties, licenses, permits and approvals necessary for the execution of the contract. The firm guarantees that it has the full legal right to the materials, supplies, equipment, software and other items used in performing all aspects associated with the contract.

**F. MATERIALS AND WORKMANSHIP**

The firm shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by the resulting contract, within the time specified, in accordance with the provisions as specified.

The firm shall be responsible for all work put in under the RFP Specifications and shall make good, repair and/or replace, at the firm's own expense, as may be necessary any defective work, material etc. if in the opinion of the department and/or Purchasing said issue is due to imperfection in material, design, workmanship or firm's fault.

**G. INDUSTRY STANDARDS**

If not otherwise provided, materials or work outlined for the resulting contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

**H. DATA PRIVACY**

Firm agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

The firm agrees to hold the Owners harmless from any claims resulting from the Proposer's unlawful disclosure or use of private or confidential information.

Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.

If applicable to the work requested a sample "Business Associate Agreement" will be included, which will be part of the contract and incorporated by this reference.

**I. SITE RULES AND REGULATIONS (IF APPLICABLE)**

The firm shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on Owner's premises. If the firm must perform on-site work outside of the daily operational hours set forth by the Owners, they must make arrangements with the Owner to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the Owners on the basis of lack of access, unless the Owner fails to provide access as agreed to in writing between the Owners and the firm.