

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN/LANCASTER COUNTY  
NEBRASKA**

**Annual Services  
Armored Car Services  
Bid No. 17-290**

**Rochester Armored Car  
P.O. Box 8 DTS  
Omaha, NE 68101  
800-558-9323**

**CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between Rochester Armored Car, P.O. Box 8 DTS, Omaha, NE 68101, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".

WHEREAS, the Owner 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:

**Armored Car Services, Bid No. 17-290**

and,

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

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

**Agreement to Full Proposal**

2. The Owners agree 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 Owners:

**The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as- needed basis for the duration of the contract. The estimated cost of products or services (Line Items 1, 3, 4, 6, 8 and 9) for County agencies shall not exceed \$60,000.00 during the contract term without approval by the Board of Commissioners. The estimated cost of products or services (Line Items 2, 5 7, 8 and 9) for City Departments shall not exceed \$30,000.00 during the contract term without approval.**

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 bond in the amount of \$5,000.00 shall be required for this contract. This bond 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:
  - 6.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 6.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
    - 6.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 6.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 6.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners 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 Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' 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. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County. Notwithstanding the foregoing, the duties and obligations of the City, the County, and the Building Commission pursuant to the Contract shall be treated as divisible and severable duties and obligations, and default by any one of the City, the County, or the Building Commission shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.
9. Period of Performance. This Contract shall be effective February 1, 2018. The term of the Contract shall be a four (4) year term with the option to renew for one (1) additional four (4) year period with the consent of all parties.
10. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Accepted Proposal/Supplier Response
  3. Special Provisions
  4. Specifications
  5. Attachment A – Location List
  6. Instructions to Bidders
  7. Insurance Requirements
  8. Sales Tax Exemption Form 13

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

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

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

Vendor Signature Page  
City of Lincoln Signature Page  
Lancaster County Signature Page

**Vendor Signature Page**

**CONTRACT  
Annual Services  
Armored Car Services  
Bid No. 17-290  
City of Lincoln and Lancaster County  
Rochester Armored Car**

**EXECUTION BY CONTRACTOR**

**IF A CORPORATION:**

Attest:

Thomas D. Alcoa Seal  
Secretary



Rochester Armored Car Co., Inc.  
Name of Corporation

3937 Leavenworth St Omaha NE 68105  
Address

By: Bi 4h  
Duly Authorized Official

Sales and Service  
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

**Lancaster County Signature Page**

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**CONTRACT  
Annual Services  
Armored Car Services  
Bid No. 17-290  
City of Lincoln and Lancaster County  
Rochester Armored Car**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

dated \_\_\_\_\_

## COMMENTARY TO ACCOMPANY CONSTRUCTION BONDS

### A. GENERAL INFORMATION

There are two types of construction bonds that are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

Construction Performance Bond  
Construction Payment Bond

The Construction Performance Bond is an instrument that is used to assure the availability of funds to complete the construction.

The Construction Payment Bond is an instrument that is used to assure the availability of sufficient funds to pay for labor, materials and equipment used in the construction. For public work the Construction Payment Bond provides rights of recovery for workers and suppliers similar to their rights under the mechanics lien laws applying to private work.

The objective underlying the re-writing of construction bond forms was to make them more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond forms provide helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Construction Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Construction Performance Bond. Procedures for making a claim under the Construction Payment Bond are set forth in the form.

EJCDC recommends the use of two separate bonds rather than a combined form. Normally the amount of each bond is 100 percent of the contract amount. The bonds have different purposes and are separate and distinct obligations of the Surety. The Surety Association reports that the usual practice is to charge a single premium for both bonds and there is no reduction in premium for using a combined form or for issuing one bond without the other.

### B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Both bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond forms are prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bonds.

Each bond must be executed separately since they cover separate and distinct obligations.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

CONSTRUCTION PERFORMANCE BOND

Bond No. 2529231

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Rochester Armored Car  
P.O. Box 8 DTS  
Omaha, NE 68101

SURETY (Name and Principal Place of Business):

Old Republic Surety Company  
PO Box 1635  
Milwaukee, WI 53201-1635

Owner (Name and Address):

The City of Lincoln, Nebraska; and Lancaster County, Nebraska  
555 South 10th St.  
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date: January 1, 2018  
Amount: \$ 5,000.00

Description (Name and Location):

For all labor, material and equipment necessary for Armored Car Services, Bid No. 17-290

BOND

Date: January 1, 2018  
Amount: \$ 5,000.00

Modifications to this Bond Form: None

CONTRACTOR AS PRINCIPAL  
Company:

(Corp. Seal)

Rochester Armored Car  
P.O. Box 8 DTS  
Omaha, NE 68101

SURETY  
Company:

(Corp. Seal)

Old Republic Surety Company

Signature: Bill Shea  
Name and Title: Bill Shea Sales and Service

Signature: Joan Leu  
Name and Title: Joan Leu, Attorney-in-Fact

EJCDC NO. 1910-28a (1984 Edition)  
Prepared through the joint efforts of The Surety Assoc. of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.



1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
  - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract, or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefor to the Owner; or
    2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
  - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

DAVID A. DOMINIANI, MAURA P. KELLY, JOAN LEU, SHARON K. MURRAY, JACQUELINE L. DREY, KEVIN J. STENGER, OF OMAHA, NE

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED  
FOUR MILLION DOLLARS(\$4,000,000)----- FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

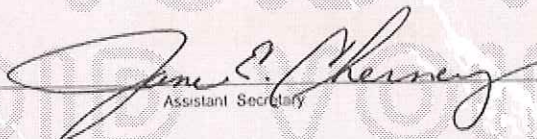
RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

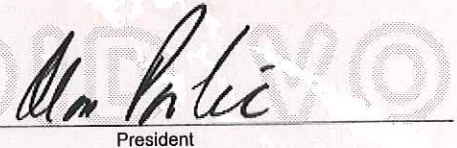
RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 21ST day of FEBRUARY, 2017.

OLD REPUBLIC SURETY COMPANY

  
Assistant Secretary

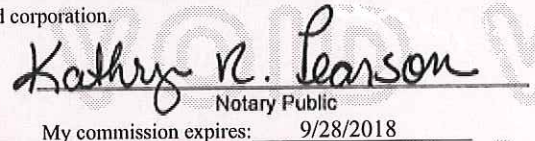


  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 21ST day of FEBRUARY, 2017, personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
Notary Public  
My commission expires: 9/28/2018

(Expiration of notary commission does not invalidate this instrument)

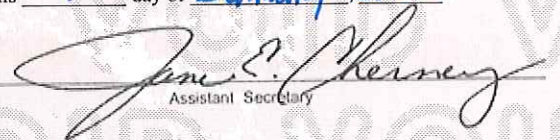
### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-2658

Signed and sealed at the City of Brookfield, WI this 1 day of January, 2018.



  
Assistant Secretary

THE HARRY A. KOCH CO.

**THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.**

**Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323**

§ 77-1323 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 furnish a certified statement to be attached to the contract 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.

Pursuant to Neb. Rev. Stat. § 77-1323, I, Bill Shea, do hereby certify that all equipment to be used on Bid No. 17-290, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Lancaster County, Nebraska.

DATED this 7th day of December, 2017.

By: Bill Shea

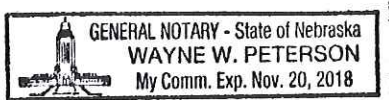
Title: Sales and Service

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF DOUBLAS )

On DECEMBER 7, 2017, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came BILL SHEA, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Wayne W. Peterson Notary Public  
(S E A L)



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

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Purchasing Agent	Contact
Phone	1 (402) 441-8309			
Fax	1 (402) 441-6513			
Bid Number	17-290	Department		Department
Title	Armored Car Services-REBID	Building		Building
Bid Type	Bid		Suite 200	Floor/Room
Issue Date	10/27/2017 12:27 PM (CT)	Floor/Room		Telephone
Close Date	11/9/2017 12:00:00 PM (CT)	Telephone	1 (402) 441-8309	Fax
		Fax	1 (402) 441-6513	Email
		Email	rwalla@lincoln.ne.gov	

## Supplier Information

Company Rochester Armored Car  
 Address Po Box 8 DTS  
  
 omaha, NE 68101  
 Contact Bill Shea  
 Department  
 Building  
 Floor/Room  
 Telephone (800) 558-9323 x2338  
 Fax (402) 558-9326  
 Email wpshea@rocarmco.com  
 Submitted 11/7/2017 10:58:17 AM (CT)  
 Total \$83,270.00

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

Signature William P Shea

Email wpshea@rocarmco.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

## Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Insurance Requirements and Endorsements	Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments 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 the vendor.  Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.	Yes
5	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 to be awarded.	Bill Shea Sales & Service wpshea@roccarmco.com 800-558-9323 xt 238
6	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
7	Contact	Name of person submitting this bid:	Bill Shea
8	Electronic Signature	Please check here for your electronic signature.	Yes
9	Performance/Payment Bonds	I acknowledge that a Performance Bond and a Payment Bond in the amount of \$5,000.00 will be required with the signed contract upon award of this job.	Yes
10	References	I have attached my References on Company letterhead to the Response Attachment section of this bid.	Yes
11	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a 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
12	Equipment List	Please provide a list of the equipment that will be used in the completion of this contract if awarded to your company. You may include photos by attaching them to the Response Attachment section of your ebid response.	See attached "Vehicle Listing"

13 Insurance on Funds Collected	Vendors are requested to attach a copy of their insurance which will cover all funds collected during the daily required trips to Owner locations. Attach to the Response Attachment section of the Ebid response.	See attached "Insurance Certificates"
14 Request for Information	I have attached the information requested in Section 7 of the Specifications in the Response Attachment section of the Ebid response.	Yes
15 Insurance/Bonding	I understand and accept that insurance and/or bonding shall be required by the awarded Vendor for the full amount of funds collected and being held and/or transported. In the event of a loss of such funds in any amount, our company will fully reimburse the City and/or County the full amount lost immediately. YES or NO If NO - Why?	No. In the event of the loss payment will be made after proper investigation into the loss is completed and a claim has been filed by city/county. The claim process is very simple and will be expedited so the loss can be recovered in as short amount of time as possible.
16 U.S. Citizenship Attestation	<p>Is your company legally considered an Individual or Sole Proprietor: YES or NO</p> <p>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:  <a href="http://www.sos.ne.gov/business/notary/citizenforminfo.html">http://www.sos.ne.gov/business/notary/citizenforminfo.html</a></p>	No.
	<p>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.</p> <p>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.</p> <p>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.</p>	
17 Unit Price Term Clause of Contract	<p>I acknowledge that the term of the contract will be effective (a) Yes. (b) No. January 1, 2017 through December 31, 2021 with an option to renew for one (1) additional four (4) year term upon mutual consent of all parties.</p> <p>(a) Are your bid prices firm for the first four (4) year contract period. YES or NO _____</p> <p>(b) Are your bid prices subject to escalation/de-escalation YES or NO _____</p> <p>(c) If (b), state period for which prices will remain firm: through _____</p>	

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## Line Items

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#	Qty	UOM	Description	Response
1	1	PKG	Lancaster County Treasurer - Armored Car Services	\$31,200.00

Item Notes:

Supplier Notes:

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Package Line Items:

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#	Qty	UOM	Description	Response
1.1	208	Weekly Pickup Rate	County Treasurer Weekly Pickup- 625 No. 46th Street	50.00

Item Notes: 5 Pickups Per Week

Supplier Notes:

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1.2	208	Weekly Pickup Rate	County Treasurer Weekly Pickup- 500 W O Street	50.00
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Item Notes: 5 Pickups Per Week

Supplier Notes:

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1.3	208	Weekly Pickup Rate	County Treasurer Weekly Pickup- 555 So. 10th Street, Room 102	50.00
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Item Notes: 5 Pickups Per Week

Supplier Notes:

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2	208	Weekly Pickup Rate	City of Lincoln Treasurer - 555 So. 10th Street, Room 103	\$50.00
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Item Notes: 5 pickups per week

Supplier Notes:

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3	208	Weekly Pickup Rate	Clerk of the District Court - 575 So. 10th Street, 3rd Floor	\$50.00
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Item Notes: 5 pickups per week

Supplier Notes:

4	208	Weekly Pickup Rate	County Court - 575 So. 10th Street, 2nd Floor	\$50.00
Item Notes: 5 pickups per week				
Supplier Notes:				
5	208	Weekly Pickup Rate	City of Lincoln Parking Services - 850 Q Street	\$50.00
Item Notes: 5 pickups per week				
Supplier Notes:				
6	208	Weekly Pickup Rate	Lancaster County Corrections - 3801 West O Street	\$20.00
Item Notes: 2 pickups per week				
Supplier Notes:				
7	208	Weekly Pickup Rate	Pinnacle Bank Arena - 400 Pinnacle Arena Drive	\$30.00
Item Notes: 3 pickups per week				
Supplier Notes:				
8	1	EA	Unscheduled Pickup/Delivery - All Locations	\$25.00
Item Notes: List the Unit Price for each unscheduled pickup and delivery during normal working hours for all locations listed on an as-needed basis.				
Supplier Notes:				
9	1	EA	Weekend Pickup/Delivery - All Locations	\$45.00
Item Notes: List the Unit Price for each weekend pickup and/or delivery for all locations listed on an as-needed basis.				
Supplier Notes:				
Response Total:				\$83,270.00



Vehicle	Cost Center	Dept	VIN	Make Name	VIN Model	Status	Decal	DOT Exp	Exp	Model Year	Remarks	Sub-Asset Type	Model Name	Asset Type
26	500	AC	1FTSE34L89DA79696	FORD	ECONOLINE	Active	485LU	Feb-14	NOV	2009	ARMORED SOLUTIONS WELLS FARGO NOTE # 703	Armored Van	ARMORED VAN	Truck LD
113	500	AC	3FRNF75N88V698669	FORD	F-750	Active	684HH	Oct-13	OCT	2008	GRIFFIN INC	B-Body	F750 B BODY	Truck MD
185	500	AC	1HTMMAAMX3H591945	INTERNATIONAL	4300	Active	UE414	Nov-13	OCT	2003	GRIFFIN INC	B-Body	4300 B BODY	Truck MD
208	500	AC	1GBJC34638E143426	CHEVROLET	SILVERADO	Active	652HH	Jan-18	DEC	2008	CONVERSION CHASSIS @ V. HAAGS	AB-Body	SILVERADO AB BODY	Truck MD
216	500	AC	1FMCU93G59KB96383	FORD	ESCAPE	Active	492LU	N/A	MARCH	2009	ATCHLEY FORD/ US BANK NOTE # 1032	Passenger Vehicle	ESCAPE	Truck LD
258	500	AC	1HTJSSKK5EH017610	INTERNATIONAL	TERRASTAR	Active	516UZ	Mar-15	MARCH	2014	GRIFFIN INC	AB-Body	TERRASTAR	Truck MD
288	500	AC	5PVNE8JGXG4S50057	HINO	268	Active	339AAD		DEC	2016	GRIFFIN	B-Body	268	Truck MD
293	500	AC	1FDWE3FL9GDC00596	FORD	ECONOLINE	Active	341AAD		DEC	2016	GRIFFIN	A-50	ECONOLINE	Truck LD
00331X	500	AC	1FDNF7AY0HBD01699	FORD	B BODY	Active	134AAF			2017	GRIFFIN	B-Body	B BODY	
381	500	AC	1FDRS6PM1HKA80398	FORD	TRANSIT CUTAWAY	Active				2017	CITE ARMORED	Armored Van	TRANSIT CUTAWAY	Van
715	500	AC	1FMCU03Z08KD56942	FORD	ESCAPE	Active	510UZ			2008		Passenger Vehicle	ESCAPE	SUV



# **ROCHESTER ARMORED CAR CO., INC.**

3937 Leavenworth Street  
P.O. Box 8, DTS  
Omaha, NE 68101

TEL (402) 558-9323  
FAX (402) 558-9326  
www.rochesterarmoredcar.com

City of Lincoln  
Lancaster County  
17-290 (Armored Car Services-REBID)

## **Section 7 Responses for Rochester Armored Car Co., Inc.**

### **7. OFFER/PREPARATION AND SUBMISSION**

Vendor shall outline and attach the following information on company letterhead to the Response Attachments section of the ebid:

7.1 Capacity and Experience: (past 5 years) Provide information, which documents your firm's and subcontractors' qualifications to produce the required outcomes, including its ability, capacity, skill, financial strength, and number of years of experience in providing the required services.

*In 1964, Joseph Shea saw a unique opportunity to build a company that would specialize in providing high quality armored car services to the middle U.S. Today, more than 50 years later, his two sons, Joseph M. Shea, president, and Tom Shea, vice president, continue to carry out their father's vision.*

*Rochester has one of the most experienced management teams in the industry and has built its success by focusing on the company's mission - With honesty and integrity, to profitably provide the safe and secure transportation of valuables while giving professional and extraordinary service to the customer.*

*Although the corporate headquarters have always been centrally located in Omaha, Nebraska, the company was named after the first office that opened in Rochester, Minnesota.*

#### **Our Strengths**

*Our success comes from creating partnerships with each of our customers. The first step in creating this partnership is listening to the customer's special needs. We are then able to provide customized armored car services and solutions that help each of our customers achieve their goals.*

*Over the years, Rochester has led the way in the implementation of recommended best practices by the Federal Reserve and special compliance requests by the banking industry. We use the Federal Reserve's manual of operation procedures as the foundation for all of our procedures, which benefits all of our customers. For peace of mind, we carry one of the most comprehensive all-risk insurance programs in the industry. See attached "Insurance Certificates"*

7.2 References: Provide a listing of previous customers during the past five years for work of similar size and scope.

***See attachment "References" in attachment section.***

**7.3 Failure to provide the above information with the bid may result in the Vendor being automatically disqualified and the bid will not be considered.**

7.3.1 The Owners reserve the right to contact any and all references to obtain, without limitation, information regardless of Vendor's performance on the listed jobs.

7.4 Compensation

7.4.1 Vendor shall charge no excess items fees for up to eight (8) packages per pickup.

***Rochester Armored Car does not charge excess item fee.***

7.4.2 Any excess item fees charged by vendor shall be limited to a nominal fee for each package that exceeds eight (8) packages per pickup.

***Rochester Armored Car does not charge excess item fee.***

7.4.3 Vendor shall detail any and all additional fees charged which are above and beyond those listed in the Line Item section of the ebid or in the Attribute section.

***There are no other charges than those listed in the Line Item section.***

7.4.3.1 Vendor shall document any such additional fees on company letterhead and attach it to the Response Attachments section of the Ebid.

***There are no other charges than those listed in the Line Item section.***

7.5 Key Personnel: Provide information on Vendor's key contact that will provide services to our accounts.

1. ***Bill Shea***  
***Sales & Service***  
***800-558-9323***  
***Cell 402-510-2934***  
***Wpshea@rocarmco.com***

2. ***Jason Stammer***  
***NE General Manager***  
***402-558-9323***  
***Cell 402-510-0924***  
***jstammer@rocarmco.com***

3. ***Mat Thompson***  
***Lincoln Manager***  
***402-464-6655***  
***Cell 402-306-2028***

[mthompson@rocarmco.com](mailto:mthompson@rocarmco.com)

7.6 Acceptance of Conditions: Indicate any exceptions to the general terms and conditions, specifications, insurance requirements and any other requirements listed in the bid.

*None to list.*

Thank you for letting us participate in this event. If there is anything else you need please let us know.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Shea".

Bill Shea

Sales & Service

800-558-9323

Cell 402-510-2934

[Wpshea@rocarmco.com](mailto:Wpshea@rocarmco.com)

## References for Lancaster County

1. **City of Lincoln/Lancaster County**

Bob Walla  
555 S 10<sup>th</sup> St  
Lincoln, NE 68508

Phone: 402-440-3742  
Email: rwalla@lincoln.ne.gov

**Description of Service:**  
Armored Car Services.

2. **University of Nebraska- Lincoln**

Lida Snodgrass  
121 Canfield Admin Building  
Lincoln, NE 68588

Phone: 402-472-1734  
Email: bursar@unl.edu

**Description of Service:**  
Armored Car Services.

3. **City of Omaha**

Donna Waller  
1819 Farnam St  
Omaha, NE 68183

Phone: 402-444-5472  
Email: dwaller@ci.omaha.ne.us

**Description of Service:**  
Armored Car Services.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/8/2017

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).

<b>PRODUCER</b> The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> 402-861-7000	<b>FAX (A/C, No):</b> _____
	<b>E-MAIL ADDRESS:</b> _____	
<b>INSURED</b> Rochester Armored Car Co., Inc. P.O. Box 8 D.T.S. Omaha, NE 68101	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> General Casualty Co. of Wisconsin	<b>NAIC #</b> 24414
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1731031065

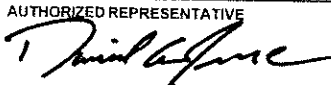
REVISION NUMBER:

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			CCI0262931	6/30/2017	6/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CBA0262931	6/30/2017	6/30/2018	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 \$ _____ RETENTION \$ _____			CCU0262931	6/30/2017	6/30/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	CWC0262931	6/30/2017	6/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Lincoln, Lancaster County as additional insureds with regard to the services for general liability and auto liability.  
 Waiver of Subrogation applies for workers compensation if required by written contract executed prior to loss.

**CERTIFICATE HOLDER****CANCELLATION**

City of Lincoln, Lancaster County 555 S 10 St 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 

POLICY NUMBER: CCI0262931

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

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:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<div style="border: 1px solid black; padding: 5px; width: fit-content;"> City of Lincoln, Lancaster County Lincoln NE </div>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. 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:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. 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 **Section III – 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.



CBA 0262931

ORIGINAL COPY  
COMMERCIAL AUTOMOBILE POLICY

AGENCY BILL

RENEWAL DECLARATION

RENEWAL OF:  
CBA 0262931

POLICY NUMBER	POLICY PERIOD	COVERAGE IS PROVIDED IN THE	AGENCY
CBA 0262931	06/30/2017 06/30/2018	GENERAL CASUALTY CO OF WI	0260759
NAMED INSURED AND ADDRESS		AGENT	
ROCHESTER ARMORED CAR CO INC PER G40-1 PO BOX 8 DTS OMAHA NE 68101		THE HARRY A KOCH COMPANY 14010 FNB PARKWAY STE 300 PO BOX 45279 OMAHA NE 68145	

FORMS AND ENDORSEMENTS

FORM NUMBER	TITLE
BA 79000808	COMMERCIAL AUTO POLICY JACKET
CA 00010310	BUSINESS AUTO COVERAGE FORM
CA 01171111	WISCONSIN CHANGES
CA 01210299	LIMITED MEXICO COVERAGE
CA 01231112	SOUTH DAKOTA CHANGES
CA 01380207	MINNESOTA CHANGES
CA 01561113	NEBRASKA CHANGES
CA 01600203	IOWA CHANGES
CA 01611111	NORTH DAKOTA CHANGES
CA 02180600	MN CHGS - CANCEL AND NONRENEWAL
CA 02210999	NE CHANGES - CANCELLATION
CA 02430301	TX CHANGES -- CANCEL AND NONRENEWAL
CA 04440310	WAIVER--TRANSFER - RIGHTS OF RECOVERY
CA 20010306	LESSOR--ADDIT INSURED AND LOSS PAYEE
CA 20480299	DESIGNATED INSURED
CA 20541001	EMPLOYEE HIRED AUTOS
CA 21031111	WISCONSIN UNINSURED MOTORISTS COV
CA 21090513	TX UNINSURED-UNDERINSURED MOTORISTS
CA 21120306	IA UNINSURED-UNDERINSURED MOTOR COV
CA 21240908	MN UNINSURED AND UNDRNSRD MOTOR COV
CA 21410214	SD UNINSURED-UNDERINSURED MOTORISTS
CA 21451111	WISCONSIN UNDERINSURED MOTORISTS COV
CA 21700306	NE UNINSURED-UNDERINSURED MOTORISTS
CA 21831111	ND UNINSURED MOTORIST COVERAGE
CA 21861111	ND UNDERINSURED MOTORISTS COVERAGE
CA 22250115	MN PERSONAL INJURY PROTECTION
CA 22340306	ND PERSONAL INJURY PROTECTIVE ENDT
CA 22640708	TX PERSONAL INJURY PROTECTION ENDT
CA 23940306	SILICA OR SILICA-RELATED DUST EXCLUS.
CA 79100110	CHANGES IN COMMERCIAL AUTO COV FORM
CA 79730910	DESIGNAT INSUR-PRIMARY-NONCONTRIBUT
CA 80660813	FORMS CONDITION
CA 99030306	AUTO MEDICAL PAYMENTS COVERAGE
CA 99100310	DRIVE OTHER CAR COV-NAMED INDIVIDUAL
CA 99170306	INDIVIDUAL NAMED INSURED
CA 99241111	WISCONSIN AUTO MEDICAL PAYMENTS COV
CA 99441293	LOSS PAYABLE CLAUSE
CA 99880306	TEXAS INDIVIDUAL NAMED INSURED
CA 99951201	TX SUPPLEMENTAL DEATH BENEFIT
IL 00171198	COMMON POLICY CONDITIONS
IL 00210502	NUCLEAR ENERGY LIABILITY EXCLUSION E
IL 01650907	ND CHGS-EXAMINATION OF BOOKS-RECORDS
IL 01840907	SOUTH DAKOTA CHANGES -- APPRAISAL
IL 02320902	SD CHANGES - CANCEL AND NONRENEWAL

G40 (05-85)

**COMMERCIAL AUTO  
CA 20 01 03 06**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b>
<b>Endorsement Effective Date:</b>
<b>Countersignature Of Authorized Representative</b>
<b>Name:</b>
<b>Title:</b>
<b>Signature:</b>
<b>Date:</b>

**SCHEDULE**

<b>Insurance Company:</b>	
<b>Policy Number:</b>	<b>Effective Date:</b>
<b>Expiration Date:</b>	
<b>Named Insured:</b>	
<b>Address:</b>	
<b>Additional Insured (Lessor):</b> PER G40-8	
<b>Address:</b>	
<b>Designation Or Description Of "Leased Autos":</b>	

<b>Coverages</b>	<b>Limit Of Insurance</b>
<b>Liability</b>	\$ 1,000,000 Each "Accident"
<b>Comprehensive</b>	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 5,000 Deductible For Each Covered "Leased Auto"
<b>Collision</b>	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ 5,000 Deductible For Each Covered "Leased Auto"
<b>Specified Causes Of Loss</b>	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Coverage**

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You;
  - b. Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

**B. Loss Payable Clause**

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

**C. Cancellation**

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.

**E. Additional Definition**

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

COMMERCIAL AUTO  
CA 20 48 02 99

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

### SCHEDULE

<p><b>Name of Person(s) or Organization(s):</b>          ANY PERSON OR ORGANIZATION WHO ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED ON THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT IN EFFECT PRIOR TO ANY LOSS OR DAMAGE, BUT ONLY TO THE EXTENT REQUIRED IN THE WRITTEN CONTRACT OR WRITTEN AGREEMENT INCLUDING ANY AMOUNTS OR LIMITS SPECIFIED.</p>
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

CWC 0262931

AGENT COPY  
WORKERS COMPENSATION AND EMPLOYERS  
LIABILITY INSURANCE POLICY

AGENCY BILL

ENDORSEMENT - AMENDED INFORMATION PAGE EFFECTIVE 06/30/2017  
THIS PAGE REPLACES ALL PRIOR PAGES. THE CHANGE IS DUE TO  
AMENDING WAIVER OF SUBROGATION

POLICY NUMBER	POLICY PERIOD		COVERAGE IS PROVIDED IN THE	AGENCY
CWC 0262931	06/30/2017	06/30/2018	GENERAL CASUALTY CO OF WI	0260759
NAMED INSURED AND ADDRESS			AGENT	
1. ROCHESTER ARMORED CAR CO INC  PO BOX 8 DTS OMAHA NE 68101			THE HARRY A KOCH COMPANY 14010 FNB PARKWAY STE 300 PO BOX 45279 OMAHA NE 055 68145	

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC000313 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT  
SCHEDULE - CONTINUED

TEXAS TECH UNIVERSITY  
TTUS PROCUREMENT OFFICE  
ATTN: CONTRACTING  
PO BOX 41094  
LUBBOCK TX 79409

CITY OF LINCOLN  
555 S 10TH ST  
LINCOLN NE 68508

LANCASTER COUNTY  
555 S 10TH ST  
LINCOLN NE 68508

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY****WC 00 03 13**  
(Ed. 4-84)**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

MYSTIQUE CASINO

AS PER SCHEDULE

BLACK HILLS NEBRASKA GAS

AS PER SCHEDULE

GRAND FALLS CASINO RESORT LLC

AS PER SCHEDULE

TEXAS TECH UNIVERSITY

AS PER SCHEDULE

CITY OF LINCOLN

AS PER SCHEDULE

LANCASTER COUNTY

AS PER SCHEDULE

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.)

Endorsement Effective  
Insured

Policy No.

Endorsement No.  
Premium \$

Insurance Company

Countersigned by \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/06/2017

Page 1 of 2

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 Willis of New York, Inc. 10 Woodbridge Center Dr Suite 601 Woodbridge, NJ 07095	CONTACT NAME		
	PHONE (A/C, NO, EXT):	732-855-3155	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#	
INSURED Rochester Armored Car Co., Inc. P.O. Box 8 DTS Omaha, NE 68101	INSURER A:	U.S. Specialty Insurance Company	29599-001
	INSURER B:	Underwriters at Lloyd's London	15792-001
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

**COVERAGES**

CERTIFICATE NUMBER: 25842522

REVISION NUMBER: See Remarks

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 NSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Armored Car Transit,			CUL 60420.017	1/1/2017	1/1/2020	SEE PAGE 2 FOR LIMITS
B	Vault and Safe Risk incl Employee Dishonesty Excess Crime Coverage			11076W17	1/1/2017	1/1/2020	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 11/21/2017 WITH ID: 25812496

SEE ATTACHED FOR LIMITS

**CERTIFICATE HOLDER****CANCELLATION**

City of Lincoln  
Lancaster County  
555 South 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

*Joann Epp*

Coll: 5153402 Tpl: 2109403 Cert: 25842522

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Willis of New York, Inc.		NAMED INSURED Rochester Armored Car Co., Inc. P.O. Box 8 DTS Omaha, NE 68101	
POLICY NUMBER See First Page			
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE: See First Page	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25      FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

**TOTAL LIMITS:**

- \$100,000,000 each and every loss for transit
- \$105,000,000 each and every loss for Omaha location
- \$105,000,000 each and every loss for McAllen location
- \$ 50,000,000 each and every loss for Fargo location (732 40th St. NW)
- \$ 20,000,000 each and every loss for Fargo location (1414 39th St. N)
- \$ 55,000,000 each and every loss for Des Moines location
- \$ 45,000,000 each and every loss for Iowa City location
- \$ 55,000,000 each and every loss for Sioux Falls location
- \$ 30,000,000 each and every loss for Minnesota location
- \$ 35,000,000 each and every loss for Amarillo Location
- \$ 25,000,000 each and every loss for Rapid City Location
- \$ 25,000,000 each and every loss for Laredo Location
- \$ 20,000,000 each and every loss for all other locations

The City of Lincoln, Nebraska and Lancaster County, Nebraska are included as Loss Payees as their interest may appear.

## SPECIFICATIONS ARMORED CAR SERVICES

### 1. SCOPE OF SERVICES

- 1.1 The purpose of this bid is to provide perspective Vendors with information for providing **Armored Car and Related Services** for the City of Lincoln & Lancaster County hereinafter referred to as "Owners".
- 1.2 The services required under contract will include, but not be limited to:
  - 1.2.1 The collection of physical funds from various agencies, boards, and commissions within specific time frames.
    - 1.2.1.1 See Attachment A for the complete list of locations and pickup information.
  - 1.2.2 Delivery of said funds to area banks by specific times.
    - 1.2.2.1 Deposits are to be delivered to the designated bank for credit for the current days' receipts.
  - 1.2.3 On-route service calls.
- 1.3 The estimated deposits by the Owners for armored car services at each location for one year are available upon written request by Armored Car Service providers (Attach. B).
  - 1.3.1 These dollar figures are provided for informational purposes only and could vary greatly from the listed amount due to various event scheduling.
  - 1.3.2 Email request for Attachment B to [rwalla@lincoln.ne.gov](mailto:rwalla@lincoln.ne.gov) or [dwinkler@lincoln.ne.gov](mailto:dwinkler@lincoln.ne.gov).
- 1.4 The Owners do not guarantee any minimum or maximum amount of business to the awarded contractor(s).
- 1.5 Bid price shall include the entire cost of the described service including labor, materials and any other expenses incurred.
- 1.6 Vendor shall submit bid documents and all supporting material via e-bid.
- 1.7 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Bob Walla, Asst. Purchasing Agent ([rwalla@lincoln.ne.gov](mailto:rwalla@lincoln.ne.gov)) Or Fax:(402)441-6513
  - 1.7.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
  - 1.7.2 The City of Lincoln shall only reply to written inquiries received within five (5) calendar days of bid opening.
- 1.8 The term of the contract to the awarded vendor will be for four (4) years with the option to renew for one (1) additional four (4) year period with the consent of all parties.
  - 1.8.1 Contract will be executed on January 1, 2018.
- 1.9 Service may be terminated at any time for any reason by Owners with 30 days written notice.
- 1.10 Vendor takes full responsibility for all deposits/funds against any loss whatsoever occurring while funds are in the Vendors care.
- 1.11 Vendor shall assume responsibility for the Owners deposits or shipments commencing when the same have been delivered into the Vendors possession and terminating when said deposits or shipments are delivered into the possession of the designated bank at the provided depository location.
  - 1.11.1 The delivery of the deposit or shipment with the lock or seal intact shall be evidence of safe delivery.

- 1.12 During the term of the contract awarded to a vendor, Vendor shall be insured, by a responsible insurance carrier, against any loss whatsoever occurring while the funds are in the Vendors care.
  - 1.12.1 It is condition of this agreement that the Vendor shall maintain said insurance at all time during the life of this agreement.
  - 1.12.2 Such insurance coverage shall be placed with insurers authorized to do business in the State of Nebraska and with insurers that have an A.M. Best rating of no less than A:VII unless specific approval has been granted otherwise by the Owners.
  - 1.12.3 Vendor shall provide a copy of their insurance which indicates coverage is available for the amount of the proposed contract at time of bid close.
    - 1.12.3.1 Vendor may attach insurance coverage documents in the Response Attachment section of the Ebid response.
    - 1.12.3.2 Failure to provide proof of adequate insurance coverage at time of bid close may result in rejection of bid.

## **2. GENERAL INFORMATION AND SCHEDULE**

- 2.1 For the purpose of this request the armored car service shall consist of deposits placed in sealed package(s) by each Owner department for delivery to the selected financial institution.
  - 2.1.1 Sealed packages will be marked with the name and address of the sender and receiver.
  - 2.1.2 Vendor shall provide receipt books as needed by the agencies and other public bodies.
  - 2.1.3 Vendor shall accept and give written receipt for all securely sealed packages, and its receipt shall be evidence that the packages were properly sealed.
  - 2.1.4 Vendor shall charge no excess items fees for up to eight (8) packages per pickup.
    - 2.1.4.1 Any excess item fees charged by vendor shall be limited to a nominal fee for each package that exceeds eight (8) packages per pickup.
    - 2.1.4.2 Vendor shall detail any and all additional fees charged which are above and beyond those listed in the Line Item section of the Ebid
    - 2.1.4.3 Vendor shall document any such additional fees on company letter head and attach it to the Response Attachments section of the Ebid.
  - 2.1.5 The vendor shall not be obligated to accept packages not securely sealed.
    - 2.1.5.1 "Sealed Packages" shall be construed as items packaged in such a way as to be securely closed and fastened, with property encased and firmly fixed inside, using an instrument which cannot be removed or re-fastened to the shipment without leaving external, visible signs of tampering.
- 2.2 Vendor agrees to furnish each pickup location with a certified signature and picture identification of all authorized collectors prior to first pickup and to give written notice in the event of revocation of such authority.
  - 2.2.1 Additionally, the vendor shall supply each pick-up location with a complete visual

identification packet prior to first pick-up.

2.2.1.1 The identification package shall provide photographs of all personnel who may be involved in providing pick-up service at the site.

2.2.1.2 Prior to any changes in personnel, the identification package affected by the change must be updated by the vendor, and updated identification package delivered to the relevant agency or public body location

2.2.1.3 Vendor may take advantage of current technology and offer updated personnel information on a web site with security for the records provided for Owners use.

2.3 Upon request, the vendor shall provide change-fund service at no charge on any day pickup locations are open, purchasing the required coin and currency with funds supplied by the location and delivering same, on the same or next business day to the requesting location.

2.3.1 Change shall be provided in the form of five (5) and one (1) dollar bills, quarters, dimes, nickels, and pennies, or as required by the agency or public body.

2.4 Vendor's employees shall follow all security procedures requested by the various government buildings, which may include metal detectors and show of identification.

### **3. QUALIFICATIONS OF THE PROVIDER**

3.1 Vendor shall have a proven track record of successfully providing armored car and related services for governmental operations reliably and satisfactorily on an on-going basis.

3.1.1 Experience shall include at least three (3) successfully served governmental/public clients in the last three (3) years.

3.1.2 The City/County desires specific experience in secured transport of public funds.

3.1.3 Vendor may provide references on company letterhead which meet the minimum standards referenced herein and attach to the Response Attachment section of the Ebid response.

3.1.4 Vendor must have security bonding which will cover 100% of all assets which are being handled by Vendor staff.

### **4. VENDOR RESPONSIBILITY AND TASKS**

4.1 Vendor shall provide armed, uniformed, properly licensed guards who have been trained and are experienced in armored car pickup and delivery service.

4.1.1 A minimum of two (2) such guards must be provided per vehicle.

4.1.1.1 Guards shall be bonded and licensed and properly trained in the use of firearms.

4.1.2 Guards must wear and present identification at all pick-up points.

4.1.2.1 Vendor shall provide operating two-way radio and cellular telephone communication equipment for the use by guards.

4.1.3 The Vendor agrees to require all of its armored car personnel to be duly licensed to carry a firearm, which shall include criminal background checks for criminal history.

- 4.2 Vehicles used for services provided under the contract shall be owned and operated by the Vendor at the Vendor's expense.
  - 4.2.1 All motor equipment vehicles shall be properly "armored" and equipped for the service to be performed.
  - 4.2.2 No standard street vehicles such as non-armored automobiles, vans, or light trucks shall be used.
  - 4.2.3 Only armored cars meeting the standards of the accepted industry definition of such vehicles will be acceptable.
- 4.3 The successful Vendor shall provide armored car service to the locations provided within the times specified (Pick-up service) and provide "on route" or as near the times required for delivery to the noted bank being the essential requirement of this service.
- 4.4 After the contract is awarded, the Owners will provide the successful Vendor(s) with the names and telephone numbers of all department representatives.
  - 4.4.1 These individuals will serve as the daily contacts with the Vendor for any questions or problems.
- 4.5 The Vendor shall assign a Project Manager to interface with the Owners on work included in any contract that results from this solicitation.
  - 4.5.1 The Project Manager shall handle and resolve all issues including, but not limited to, pick-ups, billing and reporting.
- 4.6 Vendor shall also provide for any additional collections to any City/County Department, Agency, Board or Commission who may desire to be added to this contract at future dates.
  - 4.6.1 These additions will be done by written amendment signed by both parties to the Contract.
- 4.7 Vendor shall also provide "On Route Service" (additional call) for collection and delivery.
  - 4.7.1 This service constitutes an extraordinary request by a department in the event of a large accumulation of cash should occur for some unforeseen reason.
- 4.8 During this contract, the vendor shall maintain insurance coverage as outlined in the City/County Insurance Requirements.
  - 4.8.1 A certificate of insurance, in a form satisfactory to City/County, evidencing said coverage specifically listing The City of Lincoln and Lancaster County as additional insured, shall be provided to the City/County prior to commencement of performance of this Contract.
  - 4.8.2 In addition to the insurance required herein the Contractor agrees to obtain sufficient insurance or bonds to make the County whole in the case of loss of funds.
- 4.9 Vendor shall retrieve money from a kiosk in the main lobby and release lobby of the Adult Detention Center located at 3801 West O Street.
  - 4.9.1 The Vendor is the only person who has a key and access code to print the Receipt for this collection.
  - 4.9.2 The kiosk collection is in addition to a sealed bag of money that is retrieved from within the facility.

5. **CITY/COUNTY RESPONSIBILITIES**

- 5.1 Allow Vendor appropriate access to make collections and deliveries in a timely manner according to the route that both parties have agreed to.
- 5.2 Provide employees who will coordinate deposits placed in sealed package(s) by the location for delivery to the financial institutions.
- 5.3 Coordination with Vendor's project manager to arrange schedules of pick up times and conditions for contractor's services.
- 5.4 Provide a key and access code to print receipts from the kiosk at the Adult Detention Facility.

6. **SPECIFIC/SPECIAL REQUIREMENTS**

- 6.1 Delivery Dates and Exclusions: All delivery dates shall be Monday through Friday and shall be exclusive of the following government holidays:

New Year's Day	January 1 <sup>st*</sup>
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup> *
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas Day	December 25 <sup>th</sup> *

\* or the days that these holidays are observed by the Owners.

NOTE: **County Court** observes the following two additional holidays:

Arbor Day \*

Columbus Day \*

NOTE: Some locations may have need of services on weekends and holidays due to the services they provide. Vendor will be notified prior to service required to make arrangements for pickup.

## 7. **OFFER/PREPARATION AND SUBMISSION**

Vendor shall outline and attach the following information on company letterhead to the Response Attachments section of the ebid:

- 7.1 **Capacity and Experience:** (past 5 years) Provide information, which documents your firm's and subcontractors' qualifications to produce the required outcomes, including its ability, capacity, skill, financial strength, and number of years of experience in providing the required services.
- 7.2 **References:** Provide a listing of previous customers during the past five years for work of **similar size and scope.**
  - 7.2.1 The services provided to these clients shall have characteristics as similar as possible to those requested in this bid.
  - 7.2.2 Information provided for each client shall include the following:
    - Client name, address, and current telephone number**
    - Description of services provided
    - Time period of the project or contract
    - Annual dollar volume of the contract
    - Client's contact reference name and current telephone number
- 7.3 **Failure to provide the above information with the bid may result in the Vendor being automatically disqualified and the bid will not be considered.**
  - 7.3.1 The Owners reserve the right to contact any and all references to obtain, without limitation, information regardless of Vendor's performance on the listed jobs.
- 7.4 **Compensation**
  - 7.4.1 Vendor shall charge no excess items fees for up to eight (8) packages per pickup.
  - 7.4.2 Any excess item fees charged by vendor shall be limited to a nominal fee for each package that exceeds eight (8) packages per pickup.
  - 7.4.3 Vendor shall detail any and all additional fees charged which are above and beyond those listed in the Line Item section of the ebid or in the Attribute section.
    - 7.4.3.1 Vendor shall document any such additional fees on company letterhead and attach it to the Response Attachments section of the Ebid.
- 7.5 **Key Personnel:** Provide information on Vendor's key contact that will provide services to our accounts.
- 7.6 **Acceptance of Conditions:** Indicate any exceptions to the general terms and conditions, specifications, insurance requirements and any other requirements listed in the bid.

## 8. **EVALUATION/AWARD CRITERIA:**

- 8.1 Owners shall consider the following criteria when determining the award of contract:
  - 8.1.1 Understanding of Owner's needs and proposed approach to the project.
  - 8.1.2 Ability, capacity, skill, and financial resources to provide the service.
  - 8.1.3 Proper equipment and personnel to execute the contract as required
  - 8.1.4 Performance on previous contracts of similar size and scope.
  - 8.1.5 Price will be a primary consideration in the award of contract.

**ATTACHMENT "A"**  
**CURRENT SERVICE LOCATIONS**

**1. LANCASTER COUNTY TREASURER**

- 1.1 Contact:  
Candace Meredith  
555 So. 10<sup>th</sup> Street  
Lincoln, NE 68508
- 1.2 Location: 625 No. 46<sup>th</sup> Street
  - 1.2.1 Times/week: Pick up five (5) days w/holidays listed in spec.  
Pick up after 1:00 pm.
  - 1.2.2 Number of Bags: 1 bag
  - 1.2.3 Details: Cash

**Delivered to:**  
**US Bank**  
**233 So. 13th Street**  
**Lincoln, NE 68508**
- 1.3 Location: 555 So. 10<sup>th</sup> Street, Room 102, 1<sup>st</sup> Floor
  - 1.3.1 Times/week: Pick up five (5) days w/holidays listed in spec. Pick up  
after 10:00 am.
  - 1.3.2 Number of Bags: 1 bag
  - 1.3.3 Details: Cash and Checks

**Delivered to:**  
**US Bank**  
**233 So. 13th Street**  
**Lincoln, NE 68508**
- 1.4 Location: 500 West O Street
  - 1.4.1 Times/week: Pick up five (5) days w/holidays listed in spec.  
Pick up after 10:00 am.
  - 1.4.2 Number of Bags: 1 bag
  - 1.4.3 Details: Cash and Checks

**Delivered to:**  
**US Bank**  
**233 So. 13th Street**  
**Lincoln, NE 68508**



2. **CITY TREASURER**

2.1 Contact:

Melinda Jones, City Treasurer  
555 So. 10h Street  
Lincoln, NE 68508

2.1.1 Location: 555 So. 10<sup>th</sup> Street, Room 103, 1<sup>st</sup> Floor

2.1.1.1 Times/week: Pick up five (5) days w/holidays listed in spec.  
Pick up after 8:00 am.

2.1.1.2 Number of Bags: 1-2 bags plus coin bags (15-18/day)

2.1.1.3 Details: Cash and Coins

**Delivered to:**

**US Bank**

**233 So. 13<sup>th</sup> Street**

**Lincoln, NE 68508**

3. **CLERK OF THE DISTRICT COURT**

3.1 Contact:

Troy Hawk, District Court  
575 So. 10<sup>th</sup> Street  
Lincoln, NE 68508

3.1.1 Location: 575 So. 10<sup>th</sup> Street, 3<sup>RD</sup> Floor

3.1.1.1 Times/week: Pick up five (5) days w/holidays listed in spec. Pick up  
after 8:00 am.

3.1.1.2 Number of Bags: 1 bag

3.1.1.3 Details: Cash and Checks

**Delivered to:**

**Wells Fargo Bank**

**Omaha Cash Bank**

**1919 Douglas Street**

**Omaha, NE**

4. **COUNTY COURT**

4.1 Contact:

Becky Bruckner, Judicial Court Administrator  
575 So. 10<sup>th</sup> Street  
Lincoln, NE 68505

4.1.1 Location: 575 So. 10<sup>th</sup> Street,

4.1.1.1 Times/week: Pick up five (5) days w/holidays listed in spec. Pick up  
after 9:00 am.

4.1.1.2 Number of Bags: 1 bag

4.1.1.3 Details: Cash and Checks

**Delivered to:**

**US Bank**

**233 So. 13<sup>th</sup> Street**

**Lincoln, NE 68508**

5. **CITY OF LINCOLN - PARKING SERVICES**

5.1 Contact:

Wayne Mixdorf  
850 Q Street  
Lincoln, NE 68505

5.1.1 Location: 850 Q Street

5.1.1.1 Times/week: Pick up five (5) days w/holidays listed in spec.  
Pick up after 2:00 pm, No later than 4:00pm.  
Pick up one (1) hour after kickoff of UNL Home Football Games

5.1.1.2 Number of Bags: 1 bag

5.1.1.3 Details: Cash and Checks

**Delivered to:**

**City of Lincoln Treasurer**  
**555 So. 10<sup>th</sup> Street**  
**Lincoln, NE 68508**

6. **LANCASTER COUNTY CORRECTIONS -**

6.1 Contact:

Angie Koziol  
3801 W O Street  
Lincoln, NE 68528

6.1.1 Location: 3801 W O Street

6.1.1.1 Times/Week: Pickup 2 days per week (Tuesday and Friday)  
w/ holidays listed in spec.  
Pickup after 11:00am.

6.1.1.2 Number of Bags: 1

6.1.1.3 Details: Cash and Checks

6.1.1.4 Additional Duties - Access cash from 2 kiosks, print receipt and deposit

**Delivered To:**

**Union Bank**  
**Any Branch**  
**Lincoln, NE**

7. **PINNACLE BANK ARENA -**

7.1 Contact:

Trent Brown  
400 Pinnacle Arena Drive  
Lincoln, NE 68508

7.1.1 Location: 400 Pinnacle Arena Drive

7.1.1.1 Times/Week: Pick up three (3) days w/holidays listed in Spec.  
after 9:00 am  
Additional pickup days as needed for events

7.1.1.2 Number of Bags: 2 - Normal Load - **Events Require More**

7.1.1.3 Details: Cash and Checks

Delivered To:

Pinnacle Bank  
1401 N Street  
Lincoln, NE 68508

**SPECIAL PROVISIONS  
FOR  
TERM CONTRACTS**

**PURCHASING DEPARTMENT  
CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA**

**1. ESTIMATED QUANTITIES**

- 1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
- 1.2 Items listed may or may not be an inclusive requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

**2. CONTRACT PERIOD**

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
- 2.2 Bidder must indicate in the Bid, if extension renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

**3. BID PRICES**

- 3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:
  1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
  2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
  3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
  4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
  5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
  6. Approved price changes are not applicable to orders already issued and in process at time of price change.

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.
9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

**4. CONTRACT ADMINISTRATION**

- 4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
- 4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
- 4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

**5. QUARTERLY REPORT**

- 5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
  1. Each ordering department.
  2. Items and quantities purchased by department.
  3. Total dollar amount of purchases by department.

**INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY  
AND PUBLIC BUILDING COMMISSION CONTRACTS**

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln     Lancaster County     Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

**THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN,  
LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION.  
FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY  
INCLUDE THE ENTITY ISSUING THE CONTRACT.**

**FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO  
OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS  
IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE  
REQUIREMENTS SET FORTH BELOW.**

**Insurance; Coverage Information**

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

**Certificates**

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

**1. Commercial General Liability**

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

**1.1 Additional Insured (Requires an Endorsement Form)**

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

**1.2 Automobile Liability**

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

**1.3 Garage Keepers / Garage Liability**

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

**1.4 Workers' Compensation; Employers' Liability**

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

**1.5 Builder's Risk Insurance**

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

**1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights**

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

**1.6 Pollution Liability**

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

**1.7 Errors and Omissions; Professional Liability**

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

**1.8 Railroad Contractual Liability Insurance**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

**1.8.1 Railroad Protective Liability**

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

**1.9 Cyber Insurance**

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **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 Contract.

5. **Minimum Scope of Insurance**

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

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss



or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. **Reservation of Rights**

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. **Sovereign Immunity**

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. **Further Contact**

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.

**INSTRUCTIONS TO BIDDERS**  
**City of Lincoln, Nebraska, County of Lancaster**  
E-Bid

**1. BIDDING PROCEDURE**

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8<sup>th</sup> St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln and Lancaster County, hereafter referred to as "Owners" the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2011 shall apply.
  - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
  - 1.7.2 Said document can be reviewed at Design Engineering or the office of the Purchasing Division.
  - 1.7.3 Said document is available on the web site.  
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm>

**2. BID SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
  - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8<sup>th</sup> St., Ste. 200, Lincoln, NE 68508 to be received within three (3) days of bid closing.
  - 2.1.2 If bid security is not received in the Office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the Owners.
  - 2.4.2 For all other contracts: upon approval by the Owners of the executed contract and bonds.
- 2.5 Owners shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the Owners as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

**3. BIDDER'S REPRESENTATION**

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

**4. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the specification documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owners; and Bidders shall not rely upon such interpretations or changes.

**5. ADDENDA**

- 5.1 Addenda are instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

**6. INDEPENDENT PRICE DETERMINATION**

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

**7. ANTI-LOBBYING PROVISION**

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

**8. BRAND NAMES**

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Owners that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the specification document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the Owners' bidding documents.

**9. DEMONSTRATIONS/SAMPLES**

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owners.
- 9.2 Such demonstration can be at the Owners delivery location or a surrounding community.
- 9.3 If items are small and malleable, 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 Owners of acceptable goods. The Bidder must indicate how samples are to be returned.

**10. DELIVERY (Non-Construction)**

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The Owners reserve the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the Owners at the location specified by the Owners, with all transportation charges paid.
- 10.4 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 actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

**11. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
  - 11.1.1 Manufacturer's warranties and/or guarantees.
  - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the Owners, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the Owners. Replacement parts of defective components shall be shipped at no cost to the Owners. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

**12. ACCEPTANCE OF MATERIAL**

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
  - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the Owners; and
  - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, the Owners reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Owner, as required by the specification documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

**13. BID EVALUATION AND AWARD**

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the Owners, and as the Owners deem will best serve the requirements and interests of the Owners.
- 13.5 The Owners reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the Owners.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the Owners. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The Owners reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

**14. INDEMNIFICATION**

- 14.1 The Bidder shall indemnify and hold harmless the Owners from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.
- 14.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

**15. TERMS OF PAYMENT**

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

**16. LAWS**

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

**17. EQUIPMENT TAX ASSESSMENT**

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

**18. AFFIRMATIVE ACTION**

- 18.1 The City of Lincoln-Lancaster County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

**19. INSURANCE**

- 19.1 All Bidders shall take special notice of the insurance provisions required for all City/County contracts (see *Insurance Requirements*).

**20. EXECUTION OF AGREEMENT**

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

- a. **PURCHASE ORDER**, unless otherwise noted.
1. The contract shall consist of a City of Lincoln and Lancaster County Purchase Order.
  2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
- b. **CONTRACT**, unless otherwise noted.
1. City and County will furnish copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed with the dated.
  2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
  3. The City and County will sign and date the Contract.
  4. Upon approval and signature, the City and County, will return one copy to the successful Bidder.

**21. TAXES AND TAX EXEMPTION CERTIFICATE**

- 21.1 The Owners are generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

**22. CITY AUDIT ADVISORY BOARD**

- 22.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code 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.
- 22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

**23. E-VERIFY**

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

In furtherance of Neb. Rev. Stat. §84-712 et seq., all proposals or responses received may be subject to a public records request. Responses to public records requests may include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The City and/or County will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a City and/or County determination that information is proprietary, the City and/or County will consider all information a public record subject to release regardless of any assertion that the information is proprietary. If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in nondisclosure. To facilitate such public postings, with the exception of proprietary information, the City of Lincoln and/or Lancaster County reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this bid/RFP, specifically waives any copyright or other protection the contract, proposal, or response to the bid/RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the bid/RFP being found nonresponsive and rejected. Any entity awarded a contract or submitting a proposal or response to the bid/RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the City and/or County and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the City and/or County, arising out of, resulting from, or attributable to the releasing of the contract or the proposals and responses to the RFP, awards, and other documents in accordance with the state public records laws.