



Working Together for a  
Better Tomorrow. Today.

## **BID SPECIFICATION PACKAGE**

**for**

## **LEAD SERVICE LINE SUPPLIES 2024-2025**

### Bid Opening Date/Time

Thursday, August 1, 2024 at 2:00 p.m. (local time)  
City of Grand Island, City Hall  
100 East 1<sup>st</sup> Street, P.O. Box 1968  
Grand Island, NE 68802-1968

### Contact Information

Lynn Mayhew, Assistant Utilities Director  
City of Grand Island – Utilities Department  
Platte Generating Station  
Email: [lmayhew@giud.com](mailto:lmayhew@giud.com)  
Phone: 308/385-5496

Date issued: July 8, 2024

**ADVERTISEMENT TO BIDDERS  
FOR  
LEAD SERVICE LINE SUPPLIES 2024-2025  
FOR  
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids for Lead Service Line Supplies 2024-2025 will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until **Thursday, August 1, 2024, at 2:00 p.m. local time**, FOB the City of Grand Island, freight prepaid. Bids will be publicly opened at this time in the Grand Island City Hall City Clerk's Office located on 1<sup>st</sup> floor of City Hall. **Submit an original and one copy if submitting by mail.** Bid package and any Addendas are also available on-line at [www.grand-island.com](http://www.grand-island.com) under Business-Bids and Request for Proposals-Bid Calendar under the bid opening date. Bidding documents, plans and specifications for use in preparing bids may be downloaded from the QuestCDN website [www.QuestCDN.com](http://www.QuestCDN.com) for a \$42.00 fee. Submitting through QuestCDN requires one original document of the bid to be uploaded. **Bids received after the specified time will not be considered.**

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Successful bidder shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Each bidder shall submit with the bid a certified check, a cashiers check, or bid bond payable to the City of Grand Island Treasurer in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within fifteen (15) days at the bid price if accepted by the City. **Your certified check, cashiers check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** Each envelope must be clearly marked indicating its contents. **Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered.** Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The Purchaser reserves the right to reject any or all bids, to waive irregularities therein, and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw his/her bid for a period of thirty (30) days after date of bid opening.

Jill Granere, City Clerk

**Advertised**

(All bids must be submitted on this form)

**LEAD SERVICE LINE SUPPLIES 2024-2025**  
**BID DATA FORM**

CITY OF GRAND ISLAND  
GRAND ISLAND, NE

THE undersigned Bidder, having examined the plans, specifications, general and special conditions, and other proposed contract documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the location, arrangement and specified materials and equipment for the proposed work, HEREBY proposes to provide American made lead service line materials for the period of one year from October 1, 2024 to October 1, 2025 FOB the City of Grand Island, freight prepaid, at the following price:

<b>SIZE</b>	<b>Description</b>	<b>Unit Pricing</b>
¾"	Corporation Stop Ford Meter Box Co. FB1000-3-NL ball valve	
1"	Corporation Stop Ford Meter Box Co. FB1000-4-NL ball valve	
¾"	Corporation Stop w/tracer wire connection Ford Meter Box Co. FB1000-3-TW-Q-NL ball valve,	
1"	Corporation Stop w/tracer wire connection Ford Meter Box Co. FB1000-4-TW-Q-NL ball valve, OR	
¾"	Curb Stop Ford Meter Box Co. B44-333-NL ball valve	
1"	Curb Stop Ford Meter Box Co. B44-444-NL ball valve; or	
¾"	Curb Stop w/tracer wire connection Ford Meter Box Co. B44-333-TW-Q-NL ball valve	
1"	Curb Stop w/tracer wire connection Ford Meter Box Co. B44-444-TW-Q-NL ball valve; or	
¾"	¾" Dual Check Backflow Preventer ¾" UNION X FIP WATTS LF7R 0072204	
1"	1" Dual Check Backflow Preventer 1" UNION X FIP WATTS LF7R 0072205	
¾"	Brass Ball Valve Watts 88005688	
1"	Brass Ball Valve Watts 88005689	
¾"	High Density Polyethylene Pipe x100' rolls Rated minimum pressure 200 psi meeting ASTM D 2737 and AWWA C901.	
1"	High Density Polyethylene Pipe x100' rolls Rated minimum pressure 200 psi meeting ASTM D 2737 and AWWA C901.	

3/4"	Type "K" Soft Copper x100' rolls	
1"	Type "K" Soft Copper x100' rolls	
14 GA.	14 GA Blue Tracer Wire	
3/4"	Tube Stiffeners Stainless Steel	
1"	Tube Stiffeners Stainless Steel	
Total:		

**\* If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.**

It is expected that quantities may change by plus or minus 20%. It is also expected the supplier maintain an inventory to not cause delays in the replacement program due to manufacturing delays.

**Exceptions Noted** - Bidder acknowledges there are *Exceptions* and/or *Clarifications* noted to the above bid, and those exceptions are fully explained on a separate sheet, clearly marked, and included with the Bid.

\_\_\_\_\_  
Bidder Company Name Date

\_\_\_\_\_  
Company Address City State Zip

\_\_\_\_\_  
Print Name of Person Completing Bid Signature

Email: \_\_\_\_\_ Telephone No. \_\_\_\_\_

According to Nebraska Sales and Use Tax Requirements, Section 1-017, Contractors, check which option you have selected to file with the Nebraska Department of Revenue:

*Nebraska law provides a sales and use tax exemption on contractor labor charges for the construction, repair, or annexation of any structure used for the generation, transmission, or distribution of electricity. Separately stated contractor labor would be exempt, all materials are taxable according to the contractor's option.*

Option 1 (Section 1-017.05) \_\_\_\_\_ Option 2 (Section 1-017.06) \_\_\_\_\_ Option 3 (Section 1-017.07) \_\_\_\_\_

*If the Nebraska sales and use tax election is not filed or noted above, the contractor will be treated as a retailer under Option 1 for sales and use tax purposes.*

Internal Use Only: Water shop inventory cost center 525.13110

**In concurrence with the SRF Funded Projects, the Bidder must sign the Certification Regarding Debarment, Suspension, and Other Responsibility Matters and the American Iron and Steel Products Certification. Said forms shall be submitted with the Bid Data Form in order to be considered.**

By checking this box, Bidder acknowledges that Addenda Number(s) \_\_\_\_\_ were received and considered in Bid preparation.

Note: If Bidder supplies individual unit pricing information as supplemental pricing to the base material and labor cost above, said individual pricing is proprietary information and should not be released under a public records request. The total base bid is not considered proprietary information and will be released pursuant to City Procurement Code.

The City reserves the right to reject any bid section(s) submitted by the successful bidder. In submitting the bid, it is understood that the right is reserved by the City to reject any and all bids; to waive irregularities therein and to accept whichever bid that may be in the best interest of the City. It is understood that this bid may not be withdrawn by the bidder until after thirty (30) days from bid opening.

In submitting the bid, the bidder acknowledges the bid guarantee will be forfeited to and become the property of the City of Grand Island, Nebraska, as liquidated damages should this bid be accepted and a contract be awarded to them and they fail to enter into a contract in the form prescribed and to furnish the required bonds within fifteen (15) days, but otherwise the aforesaid bid guarantee will be returned upon signing the Contract and delivering the approved bonds.

Insurance: Bidder acknowledges that their bid includes compliance with the attached insurance requirements.

The Bidder agrees to furnish the required performance and payment bond, if required in the Detailed Specification, and to enter into a contract within fifteen (15) days after acceptance of this Bid, and further agrees to complete all work covered by the foregoing bid in accordance with specified requirements. No work shall commence until the Certificate of Insurance and bonds (when required) are approved by the City and the Contract is executed. The proposed work can commence after the Contract is signed and the required bond is approved.

\*End of Bid Data Form\*

## Certification Regarding Debarment, Suspension, and Other Responsibility Matters

---

### SRF Project Number

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under [18 USC Sec. 1001](#), a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

---

Printed Name and Title of Authorized Representative

---

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

**AMERICAN IRON AND STEEL PRODUCTS CERTIFICATION**  
**FOR SRF FUNDED PROJECTS**

1. Identification of American-made Iron and Steel Products: Consistent with the terms of the Assistance Recipient's bid solicitation and provisions of Section 436(a) of H.R. 3547, the Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron and steel products. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
  
2. Verification of U.S. Production: The Bidder certifies that all iron and steel products contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Assistance Recipient of the U.S. production of each iron and steel product so identified.
  
3. Documentation Regarding Non-American-made Iron and Steel Products: The Bidder certifies that for any iron and steel products that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following, as applicable:
  - a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency on the official public Internet Web site of the Environmental Protection Agency that is applicable to such iron and steel products, and an analysis that supports its applicability to the iron and steel products:
  
  - b. Verifiable documentation sufficient to the Assistance Recipient, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made iron and steel products but has determined that such iron and steel products are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, or in sufficient and reasonably available quantities and of a satisfactory quality, or inclusion of iron and steel products produced in the United State will increase the cost of the overall project by more than 25 percent, with assurance adequate for the Bidder under the applicable conditions stated in the bid solicitation or otherwise.
  
4. Information and Detailed Justification Regarding Non-American-made Iron and Steel Products: The Bidder certifies that for any iron and steel products that are not so available, the Bidder has also provided in or attached to this bid information, including but not limited to the verifiable documentation and full description of the bidder's efforts to secure any such American-made iron and steel products, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under Section 436(b) with respect to such iron and steel products. The Bidder further agrees that, if this bid is accepted, it will assist the Assistance Recipient in amending, supplementing, or further supporting such information as required by the Assistance Recipient to request and, as applicable, implement the terms of a waiver with respect to any such iron and steel products.

---

Printed Name and Title of Authorized Representative

---

Signature of Authorized Representative

---

Date



**REQUEST FOR BIDS - GENERAL SPECIFICATIONS**

The Bid shall be in accordance with the following and with all attached BID DATA and DETAILED SPECIFICATIONS.

All prices are to be furnished and installed FOB, Grand Island, Nebraska. **All prices shall be firm, and shall include all sales and use taxes as lawfully assessed under laws and regulations of the State of Nebraska.** \* If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

Mailed bids shall include the following on the **outside** of the mailing envelope: **“Lead Service Line Supplies 2024-2025”**. All bids submitted by mail must include **an original and one copy** of the bid. The bid specification and on-line bidding forms are also available at <http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the bid opening date and “Click here for bid document link” through QuestCDN for a \$42.00 fee. If submitting through QuestCDN, **one** original document of the bid is required to be uploaded. No verbal bids will be considered. All sealed bids are due no later than **Thursday, August 1, 2024 at 2:00 p.m. local time.** to:

Mailing Address: City Clerk  
City Hall  
P. O. Box 1968  
Grand Island, NE 68802-1968

Street Address: City Clerk  
City Hall  
100 E. First Street  
Grand Island, NE 68801

Bids will be opened at this time in the City Hall City Clerk’s Office located on 1<sup>st</sup> floor of City Hall. Any bid received after the specified date will not be considered.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Contractor shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.



The equipment and materials must be new, the latest make or model, unless otherwise specified. Prior to approving the invoice for payment, the City reserves the right to thoroughly inspect and test the equipment to confirm compliance with specifications. Any equipment or material which does not meet the City's requirements will be returned at vendor's expense for correction. The invoice will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice; the City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

Each bidder shall submit with the bid a certified check, a cashier's check, or bid bond payable to the City of Grand Island in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the Bidder and the entering into a contract within fifteen (15) days at the bid price if accepted by the City. **Your certified check, cashier's check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered. Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

Successful bidder shall comply with the City's insurance requirements; All bids shall be valid for at least thirty (30) working days after the bid deadline for evaluation purposes.

**All bids must be on the bid form and must be signed and dated to be accepted.** If exceptions and/or clarifications are noted to the bid, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Bid. Any changes that are found made to the original bid specification, other than Owner generated Addendums, would result in your bid not being considered. Please contact Lynn Mayhew at 308-385-5494 or email [lmayhew@giud.com](mailto:lmayhew@giud.com) for questions concerning this specification.

## LEAD SERVICE LINE SUPPLIES 2024-2025

SCOPE: Grand Island Utilities Water Department is starting a lead service line replacement program. The program will be utilizing federal funding and must meet Buy America Build America requirements. We are seeking a supplier to supply materials listed in this specification. The materials are to be bid as unit pricing. The quantities are what we expect for 300 services to be completed every year for 10 years.

BACKGROUND: Grand Island Utilities Water Department serves a city of 51,000 and has 18,000 water customers. In 2022, data from service line cards, water main construction dates, and home construction dates was used to compile a list of 3000 potential lead service lines as required by the Lead and Copper Revised Rule. The Bipartisan Infrastructure Law has dedicated money to replace lead service lines through the State Revolving Fund. Grand Island will be completing the replacement program over 10 years.

BIDS: Grand Island Water Department is requesting unit bids for the materials listed in this specification. The per unit prices are to be held for a period of one (1) year from October 1, 2024 to October 1, 2025. The quantities are what to be expected for each year of the next 10 years. As the service lines are replaced the quantities may be adjusted annually to account for the different sizes replaced in the water system. It is expected that quantities may change by plus or minus 20%. It is also expected the supplier to maintain an inventory to not cause delays in the replacement program due to manufacturing delays. New pricing will be requested each year for the next annual period.

All materials must meet Buy America Build America with documentation. Only materials made in America will be accepted. Any alternate manufacturers not listed in this specification must be noted, but still must meet BABA requirements.

Bids will be evaluated on lowest cost.

SUBMITTALS: Submittals required with the Bid:

1. Documentation of parts made in America.
2. Unit pricing to be attached to the Bid Data Form.
- 3.

ESTIMATED QUANTITIES:

<b>Estimated Quantities</b>	<b>UOM</b>	<b>SIZE</b>	<b>Description</b>
20	EA	¾"	Corporation Stop Ford Meter Box Co. FB1000-3-NL ball valve
30	EA	1"	Corporation Stop Ford Meter Box Co. FB1000-4-NL ball valve
250	EA	¾"	Corporation Stop w/tracer wire connection Ford Meter Box Co. FB1000-3-TW-Q-NL ball valve,

50	EA	1"	Corporation Stop w/tracer wire connection Ford Meter Box Co. FB1000-4-TW-Q-NL ball valve, OR
30	EA	¾"	Curb Stop Ford Meter Box Co. B44-333-NL ball valve
20	EA	1"	Curb Stop Ford Meter Box Co. B44-444-NL ball valve; or
250	EA	¾"	Curb Stop w/tracer wire connection Ford Meter Box Co. B44-333-TW-Q-NL ball valve
50	EA	1"	Curb Stop w/tracer wire connection Ford Meter Box Co. B44-444-TW-Q-NL ball valve; or
250	EA	¾"	¾" Dual Check Backflow Preventer ¾" UNION X FIP WATTS LF7R 0072204
50	EA	1"	1" Dual Check Backflow Preventer 1" UNION X FIP WATTS LF7R 0072205
250	EA	¾"	Brass Ball Valve Watts 88005688
50	EA	1"	Brass Ball Valve Watts 88005689
5,000	Lineal Feet	¾"	High Density Polyethylene Pipe x100' rolls Rated minimum pressure 200 psi meeting ASTM D 2737 and AWWA C901.
1,000	Lineal Feet	1"	High Density Polyethylene Pipe x100' rolls Rated minimum pressure 200 psi meeting ASTM D 2737 and AWWA C901.
500	Lineal Feet	¾"	Type "K" Soft Copper x100' rolls
500	Lineal Feet	1"	Type "K" Soft Copper x100' rolls
6,000	Lineal Feet	14 GA.	14 GA Blue Tracer Wire
1,200	EA	3/4"	Tube Stiffeners Stainless Steel
200	EA	1"	Tube Stiffeners Stainless Steel

**GENERAL INFORMATION:** The following instructions outline the procedure for preparing and submitting bids. Suppliers must fulfill all requirements as specified in these documents.

All Bids must be submitted intact with the correct number of copies no later than the time prescribed, at the place, and in the manner set forth in the ADVERTISEMENT FOR BIDS. Each Bid must be submitted intact in a sealed envelope, so marked as to indicate its contents without being opened, and delivered in person or addressed and mailed in conformance with the instructions in the Advertisement for Bids.

SCHEDULE: The bids are due Thursday, August 1, 2024 at 2:00 p.m.

GRATUITIES AND KICKBACKS. City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

CONTACT: For any questions regarding this specification, contact Lynn Mayhew at the Platte Generating Station at 308-385-5494.

## INSTRUCTIONS TO BIDDERS

### 1. GENERAL INFORMATION.

The following instructions outline the procedure for preparing and submitting Bids. Bidders must fulfill all requirements as specified in these Documents.

### 2. TYPE OF BID.

Bidders shall be required to submit prices for all items listed in the Bid Data Form.

### 3. PREPARATION OF BIDS.

Bidders shall use only the Bid Data Form provided in these Documents. All blank spaces in the Bid Data Form must be filled in, preferably in BLACK ink, in both words and figures where required. No changes to the wording or content of the forms is permitted. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures.

Prices stated shall be f.o.b. with freight and full insurance paid by Bidder, to the job site located in Grand Island, Nebraska.

The Bidder shall acknowledge receipt of all Addenda in the Bid Data Form. Bids received without acknowledgement or without the Addendum enclosed will be considered informal.

Individual unit pricing as listed on the Bid Data Form or supplied as supplemental information may be deemed proprietary information and not be released under a public records request. The total amount of the bid is not considered proprietary information and will be released pursuant to City Procurement Code.

### 4. SUBMISSION OF BIDS.

All Bids must be submitted intact with the correct number of copies no later than the time prescribed, at the place, and in the manner set forth in the ADVERTISEMENT FOR BIDS. Bids must be made on the Bid Data Form provided herein. Each Bid mailed must be submitted intact in a sealed envelope, so marked as to indicate its contents without being opened, and delivered in person or addressed and mailed in conformance with the instructions in the ADVERTISEMENT FOR BIDS.

### 5. BID SECURITY.

Bids must be accompanied by cash, a certified check, or cashier's check drawn on a bank which is insured by the Federal Deposit Insurance Corporation, or a bid bond issued by a Surety authorized to issue such bonds in the state where the Work is located, in the amount of 5 percent of the bid amount payable to OWNER. This bid security shall be given as a guarantee that the Bidder will not withdraw their Bid for a period of **thirty (30) days after** bid opening, and that if awarded the Contract, the successful Bidder will execute the Contract within the time specified, or if allowed, a Purchase Order will be issued to the successful Bidder.

### 6. RETURN OF BID SECURITY.

Within fifteen (15) days after the award of the Contract or Purchase Order, the OWNER will return the bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. All other

retained bid securities will be held until the Contract/Purchase Order has been executed/accepted, after which all bid securities, other than Bidders' bonds and guarantees which have been fortified, will be returned to the respective Bidders whose Bids they accompanied.

7. BASIS OF AWARD.

The award will be made by the OWNER on the basis of the Bid from the lowest responsive, responsible Bidder which, in the OWNER's sole and absolute judgment will best serve the interest of the OWNER. All Bids will be considered on the following basis:

Delivery time	Conformance with the terms of the Bid
Bid price	Documents
Cost of installation	
Suitability to project requirements	Responsibility and qualification of Bidder

The OWNER reserves the right to reject all Bids, or any Bid not in conformance with the intent of the Bid Documents, and to waive any informalities and irregularities in said Bids.

8. TIME OF COMPLETION.

The time of completion of the Work to be performed under this Contract is the essence of the Contract. The time allowed for the completion of the Work is stated in the Bid Data Form and the Detailed Specification.

9. GRATUITIES AND KICKBACKS.

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

10. FISCAL YEAR.

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

**MINIMUM INSURANCE REQUIREMENTS**  
**CITY OF GRAND ISLAND, NEBRASKA**

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the Bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve Bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

**1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

**2. BUSINESS AUTOMOBILE LIABILITY**

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
---------------------------------	----------------------------------

**3. COMPREHENSIVE GENERAL LIABILITY**

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

**4. UMBRELLA LIABILITY INSURANCE**

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

**5. ADDITIONAL REQUIREMENTS**

The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

## **6. CERTIFICATE OF INSURANCE**

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. **The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Bidder cannot have the "endeavor to" language stricken, the Bidder may elect to provide a new certificate of insurance every thirty (30) days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**