



Bid Specification Package

FOR

OVERHEAD DOOR REPLACEMENT FIRE STATION NO. ONE

409 E FONNER PARK ROAD

CITY OF GRAND ISLAND, NEBRASKA

Bid Opening

Wednesday, October 30, 2024 @ 4:00 p.m.

City of Grand Island, City Hall

100 East 1st Street

Grand Island, NE 68801

**FIRE DEPARTMENT
GRAND ISLAND, NEBRASKA**

October 30, 2024

**ADVERTISEMENT TO BIDDERS
FOR
OVERHEAD DOOR REPLACEMENT FIRE STATION NO. ONE
409 E FONNER PARK ROAD
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids will be received at the office of the City Clerk, 100 E First Street, Grand Island, NE 68801 or P.O. Box 1968, Grand Island, Nebraska, 68802 until 4:00 p.m. (Local Time), Wednesday, October 30, 2024 for OVERHEAD DOOR REPLACEMENT FIRE STATION NO. ONE for the City of Grand Island. Bids will be publicly opened in the Grand Island City Clerk's office located on 1st floor of City Hall. Bids received after specified time will be returned unopened to sender.

Bids shall be submitted on forms which will be furnished by the City OR bid documents, plans, and specifications for use in preparing quotes may be downloaded from the Quest CDN website, www.QuestCDN.com for a forty-two (\$42) dollar fee. Bids must be uploaded to the Quest CDN website and received before the specified time to be considered.

Please return one original and two copies of each quote sheet.

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 comply with the City's insurance requirements and shall maintain a Drug Free Workplace Policy.

Bids will be evaluated by the Purchaser based on price, quality, adherence to schedule, plan and specification, economy and efficiency of operation, experience and reputation of 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 and to waive irregularities therein and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

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 bid therefore. 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 to order.

No bidder may withdraw their bid for a period of forty-five (45) days after date of opening such.

TITLE VI. The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

SECTION 504/ADA NOTICE TO THE PUBLIC. The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

City Administrator
308-389-0140
100 East First Street, Grand Island, NE 68801
Monday through Friday; 8:00 a.m. to 5:00 p.m.

Jill Granere
City Clerk

**CITY OF GRAND ISLAND
BID REQUEST INSTRUCTIONS**

The City of Grand Island, Nebraska
Fire Department
Respectively requests sealed bids for the following:

OVERHEAD DOOR REPLACEMENT
FIRE STATION NO. ONE
409 E FONNER PARK ROAD
GRAND ISLAND NE 68801

As part of the Bid Request, the following items are attached:

- Advertisement to Bidders
- Bid Instructions
- Specifications
- Bid Sheet

Sealed bids must be received by 4:00 p.m. (Local Time) Wednesday, October 30, 2024 and either be uploaded to the Quest CDN website or be addressed to:

City Clerk
City of Grand Island
RE: OVERHEAD DOOR REPLACEMENT FIRE STATION NO. ONE
100 East First Street
P.O. Box 1968
Grand Island, NE 68802-1968

Bids must include the following:

- One (1) original, completed bid sheet
- Two (2) copies of completed bid sheet
- Envelope containing the above, clearly marked as the bid for OVERHEAD DOOR REPLACEMENT FIRE STATION NO. ONE.

All information required in specifications must be included with the bid.

Supplementary material that the bidder wishes to include will be appreciated but is not required.

Please return one (1) original and two (2) copies of each bid sheet.

Please direct bid questions to:

Cory Schmidt, Fire Chief - phone 308.385.3501 or email corys@grand-island.com

BIDDER CHECKLIST FOR

OVERHEAD DOOR REPLACEMENT FIRE STATION NO. ONE

CITY OF GRAND ISLAND, NEBRASKA

Bids must be received by the City Clerk before 4:00 p.m., (local time) on Wednesday, October 30, 2024.

The following items must be completed for your bid to be considered.

- This completed bidder checklist form.
- A signed **original and two copies** of the bidding documents.
- Acknowledgment of Addendum(s), if any.
- Firm unit pricing; or lump sum pricing as applicable. (See bid Form)
- A certified check, cashiers check or bid bond 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 in clearly marked and separate envelopes will result in your bid not being opened.
- Acknowledgement of **PERFORMANCE BOND** requirement on award of the Contract. The successful Contractor shall furnish a Performance Bond which shall be in an amount equal to the full contract price, guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, and payment of all labor, material and other bills incurred in carrying out this contract. According to Nebraska Law, the surety company executing the Performance Bond must be authorized to do business in the State of Nebraska.
- Acknowledgement of **PAYMENT BOND** requirement on award of the contract. The successful contractor shall furnish a Payment Bond which shall be in an amount equal to the full contract price, guaranteeing protection of all persons supplying labor and materials to the contractor or its subcontractors for the performance of the work provided for in the contract. In accordance with Nebraska Law, the surety company executing the Payment Bond must be authorized to do business in the State of Nebraska.
- If checked, you will be claiming the individual pricing as listed on the Bid Form is proprietary information and should not be released under a public records request. The total amount off the bid is not considered proprietary information and will be released pursuant to City procurement Code.***

Bidder Company Name

Date

Print – Name of Person Completing Bid

Signature

CITY OF GRAND ISLAND
GENERAL SPECIFICATIONS
FOR
OVERHEAD DOOR REPLACEMENT
FIRE STATION NO. ONE
409 E FONNER PARK ROAD

Sealed bids will be received at the office of the City Clerk, 100 East First Street, P.O. Box 1968, Grand Island, Nebraska 68802 until 4:00 p.m. (local time) Wednesday, October 30, 2024 for OVERHEAD DOOR REPLACEMENT FIRE STATION NO ONE as specified in these bidding documents, FOB Grand Island, NE.

Exceptions to Specifications. Any Bidder who has exceptions to any specifications and requirements listed in the bidding documents must state in the space provided on the bid sheet. Reference exception by using the specification item number where applicable. Attach an additional sheet if necessary. It is the Bidder's responsibility to clearly outline any exceptions. Do not make blanket references to brochures for exceptions. Failure by Bidder to outline exceptions will require the successful Bidder to comply with the specifications as written.

Payment. Prior to approving the invoice for payment, the City reserves the right to thoroughly inspect and test the material to confirm compliance with specifications. Any material, which does not meet the City's requirements, will be returned at bidder's expense for correction. Approved invoices will be paid after approval at the next Council Meeting by the City Council after receipt of invoice. City Council typically meets the second and fourth Tuesday of the month.

Fair Employment Practices. Each Bidder agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, national origin, handicap, sex or political affiliation.

Data Privacy. 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, patents, and patent rights. The Bidder agrees to hold the City harmless from any claims resulting from the Bidder's unlawful disclosure or use of private or confidential information.

Independent Price Determination. By signing and submitting bid, the Bidder certifies that: the prices in the 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.

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 therefore. 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.

Clarification of Specification Documents. Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency, or error, which they may discover upon examination of the specifications. Interpretations, corrections and changes made to the specifications will be made by written addenda only. Oral interpretations or changes to the specifications made in any other manner will not be binding on the City and Bidders shall not rely upon such interpretations or changes.

Purchasing Agent
308-385-5420

Demonstrations/Samples. If requested, the Bidder shall, at Bidder's expense, demonstrate and/or furnish samples of the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.

Bid Evaluation and Award. No bid shall be withdrawn for a period of forty-five (45) days after bid opening. The City reserves the right to reject any and all bids, to waive technicalities and to accept the bid considered by the Purchaser to be in the City's best interest. The bid will be evaluated based on the following:

- Cost estimate.
- Quality.
- Economy and efficiency of operation.
- Experience and reputation of bidder.
- Ability, capacity, and skill of the bidder to perform contract required.
- Names and addresses of references.
- Copy of proposed contract agreement.
- Proposed work schedule.
- Service after the sale and warranty.

Fiscal Years. 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.

Title VI. The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit

bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

Section 504/ ADA Notice to the Public. The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

Qualifications and Terms. The City will not pay any costs incurred by the firm in preparing or submitting the requested documents. The City reserves the right to modify or cancel, in part or in its entirety, this RFB. The City reserves the right to reject any or all bids.

LB 403. 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.

Insurance Requirements. The Bidder shall comply with the attached "Insurance Requirements".

Request for Interpretation. If any person contemplating submitting a bid for this Contract is in doubt as to the true meaning of any part of the contract documents, a written request for an interpretation thereof may be submitted to the City. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract documents will be made only by addendum duly issued and/or delivered to each person receiving a set of such documents. Any addenda shall be signed and submitted with the bid and upon closing shall become a part of the Contract. The City will not be responsible for any other explanation or interpretation of the Contract Documents.

Certificate of Authority. In accordance with the laws of the State of Nebraska, when a nonresident contractor enters into agreement with the City to provide such services as outlined in these specifications, the contractor shall secure a Certificate of Authority to transact business within the State of Nebraska. A Certified copy of such Certificate of Authority shall be provided by this contractor to the City prior to performing any work under this Contract.

City Administrator

308-389-0140 - Monday through Friday; 8:00 a.m. to 5:00 p.m.

100 East First Street, Grand Island, NE 68801

OVERHEAD DOOR REPLACEMENT
FIRE STATION NO. ONE
409 E FONNER PARK ROAD
CITY OF GRAND ISLAND, NEBRASKA

DETAILED SPECIFICATIONS

SCOPE. The Grand Island Fire Department is soliciting bids for Overhead Door Replacement for Fire Station No. One, 409 E Fonner Park Rd., Grand Island, Nebraska.

DESCRIPTION.

Replace 4 overhead doors and openers at Fire Station No. One truck bay.

REQUIREMENTS.

Doors will be similar in appearance to the current doors, measured and sized to fit the existing opening, with proper weather stripping. The doors will be of steel construction and have an R value equal to, or greater than 17. Door panels will also have a steel interior. The track and rollers should be of three-inch design. Door openers will be of commercial grade and sufficient size and design to operate the doors with a three-button control station.

BID EVALUATION. The Bid will be evaluated on the following criteria. Also indicated are the weighting factors which will be used in tabulating the evaluation scores.

- Cost estimate.
- Quality.
- Economy and efficiency of operation.
- Experience and reputation of bidder.
- Ability, capacity, and skill of the bidder to perform contract required.
- Names and addresses of references.
- Copy of proposed contract agreement.
- Proposed work schedule.
- Service after the sale and warranty.

QUALIFICATIONS. Previous experience with the City of Grand Island is beneficial but not required. Please attach separate sheet with Bid Form.

REFERENCES. A list of recent previous projects of similar scope and reference contacts shall be furnished with the bid.

CODES AND STANDARDS. Equipment and installation shall conform to all applicable codes and standards.

SCHEDULE. Current doors are experiencing mechanical issues and need to be replaced as soon as possible. Time is of the essence to ensure our crews can respond without delay due to door issues/failures.

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 be not less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
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3. COMPREHENSIVE GENERAL LIABILITY

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall be not 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 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.**

(All bids must be submitted on this form)

OVERHEAD DOOR REPLACEMENT
FIRE STATION NO. ONE
BID DATA FORM

CITY OF GRAND ISLAND
GRAND ISLAND, NE

THE undersigned Bidder, having examined the specifications and other proposed bidding documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the specified materials and equipment, HEREBY proposes to provide FOB the City of Grand Island, freight prepaid, OVERHEAD DOOR REPLACEMENT FIRE STATION NO ONE

ITEM DESCRIPTION

EXTENDED COST

Base Bid:	
Materials	\$ _____
Labor	\$ _____
Total Base Bid	\$ _____

Date of Installation: _____

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 in the bid.

*Attached are the Sales Tax Exemption Form 13 and Delegation of Authority for Sales and Use Tax Form 17 and their instructions.

Bidder Company Name Date

Company Address City State Zip

Print Name of Person Completing Bid Signature

Email Telephone No.

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.

Taxes: The City of Grand Island is exempt from paying local City and State Sales Tax for materials incorporated into the work. Refer to Exempt Sale Certificate enclosed for your information. Contractor must pay any other tax which might be applicable.

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.

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

End of Bid Data Form

Sample Contract Agreement

THIS AGREEMENT made and entered into this ____ day of _____, 2024, by and between _____, hereinafter called the Consultant, and the *City of Grand Island, Nebraska*, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused agreement documents to be prepared and an advertisement of ***Request for Bids for OVERHEAD DOOR REPLACEMENT, FIRE STATION NO. ONE for the City of Grand Island __FIRE__ Department***, and WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the qualifications submitted, and has determined that the aforesaid Consultant submitted the best qualifications based on the evaluation criteria listed in the Request For Qualifications, a copy thereof being attached to and made a part of this agreement, and has duly awarded to the said Consultant an agreement therefore, for the sum or sums named in the ***Request for Bids*** with terms & conditions submitted by the Consultant, a copy thereof being attached to and made a part of this agreement;

NOW, THEREFORE, in consideration of the compensation to be paid to the Consultant and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Consultant for itself, himself, or themselves, and its, his (hers), or their successors, as follows:

ARTICLE I. That the Consultant shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the agreement documents as listed in the attached ***Request for Bids for OVERHEAD DOOR REPLACEMENT, FIRE STATION NO. ONE for the City of Grand Island __FIRE__ Department*** and in the attached ***Request for Bids*** as submitted by the Consultant; said documents forming the agreement and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this agreement to the said Consultant, such award being based on the acceptance by the City of the Consultant's qualifications;

ARTICLE II. That the City shall pay to the Consultant for the performance of the work embraced in this agreement and the Consultant will accept as full compensation therefore the sum (subject to adjustment as provided by the agreement) of _____ ***and xx/100 Dollars*** (\$ _____) for all services, materials, and work covered by and included in the agreement award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the agreement.

ARTICLE III. The Consultant hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the consultant shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Consultant. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Consultant shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the consultant's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of attached

***OVERHEAD DOOR REPLACEMENT, FIRE STATION NO. ONE for the City of Grand Island
_____ FIRE _____ Department.***

ARTICLE IV. That the Consultant shall start work as soon as possible after the agreement is signed.

ARTICLE V. The Consultant agrees to comply with all applicable State fair labor standards in the execution of this agreement as required by Section 73-102, R.R.S. 1943. The Consultant further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this agreement, the Consultant and all Sub Consultants agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, gender, national origin, age or disability. The Consultant agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. 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.

ARTICLE VII. 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 an agreement or sub agreement, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub Consultant under an agreement to the prime Consultant or higher tier Sub Consultant or any person associated therewith, as an inducement for the award of a Sub Consultant to order.

ARTICLE VIII. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

ARTICLE IX. LB 403: Every public consultant and his, her or its sub-consultants who are awarded an agreement 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.

ARTICLE X. INDEMNIFICATION: Bidder does hereby covenant and agree to indemnify, defend and hold harmless the City of Grand Island, their officers, directors, employees, agents and representatives, from and against all claims, demands, losses, suits, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any claim, demand or judgment for property loss or damage (including loss of use of the Facilities), and/or personal injury, including death, arising out of the Products and Services furnished hereunder by Bidder and Bidder's Personnel except to the extent same is caused by the negligence or reckless conduct of City or its employees or agents.

City is not responsible for any equipment, furnishings, supplies or other property or products owned by Bidder and used or stored at the Facilities, nor is it responsible for damage resulting from power failure, flood, fire, explosion or other similar causes.

The provisions requiring the furnishing of personal injury liability or property damage liability insurance shall not be construed to affect or impair the generality of the foregoing.

The successful Bidder shall represent and warrant in the contract that the components of this RFP to be purchased for the Facilities shall not violate or infringe upon any patent, copyright, trademark, trade secret or other intellectual or proprietary right of any third party. The Bidder shall agree to defend, protect and hold harmless City and its related parties from and against any and all liabilities, actions, losses, awards, damages, costs, claims or expenses including reasonable attorneys' fees incurred by them as a result of any claim that the components of this RFP to be purchased for the Facilities are illegal or infringe upon any third party patent, copyright, trademark, trade secret or other intellectual or proprietary right.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

VENDOR

By _____ Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____ Attest: _____
Roger G. Steele, Mayor Jill Granere, City Clerk

The agreement is in due form according to law and is hereby approved.

Kari Fisk, City Attorney