

**CITY OF PAPIILLION
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 7, 2023 AGENDA**

Subject:	Type:	Submitted By:
RFP for Architect Services for Police Department Remodel/Expansion Project	Resolution R23-0021	Chris Whitted/ Police Chief

SYNOPSIS:

The purpose of this resolution is to obtain Council approval for the police department to begin the Request for Proposal (RFP) process related to the future remodel/ expansion project of the existing police facility. The attached RFP is to solicit proposals for an architect firm, licensed in the State of Nebraska, to provide design and design services for the expansion of the Papillion Police Department.

BACKGROUND:

Currently, the Papillion Police Department consists of 47 officers and five civilian employees who operate out of a 22,235 Sq. Ft. facility located at 1000 East First Street. The current police facility was built with a \$3,299,400 budget and completed in December 2005, after a two-year construction process (\$3,702,746 total bond costs over 10 years including interest payments). At the time, this facility was built to serve for a 20-year time frame before further expansion might become necessary.

In 2025, we will have reached that 20-year timeframe and are now in need of expansion, repairs, upgrades, and remodeling of existing space to accommodate facility issues and current/future growth. A preliminary needs assessment and site study has been completed and serves as a focal point of requests/needs found within this RFP.

The goal of the RFP is two-fold:

- 1) Identify the most competent and proven architect/project manager to facilitate this project,
- 2) Provide a projected cost to design for the remodel/expansion of the police facility that best suites the current and future needs of the department.

The RFP process is expected to take approximately four months. The City will issue the RFP and hold a bidders' conference with final proposals due by March 30th, 2023. The City will conduct a comprehensive, fair and impartial evaluation of the Bid Proposals.

The Evaluation Committee will consist of five City Department Heads or designees. At the conclusion of the process, the City intends to identify the most qualified bidder and negotiate a contract for the architectural services.

FISCAL IMPACT:

Soliciting the request for proposals will not have a fiscal impact; however, the cost of contracting with the successful bidder is presently unknown. The current police budget includes \$100,000 to begin this process.

RECOMMENDATION:

The Papillion Police Department recommends approval.

ATTACHMENTS:

Resolution R23-0021

Request for Proposal (RFP) ***Papillion Police Department Remodel /Expansion
RFP#05PD02012023***

RESOLUTION NO. R23-0021

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF
PAPILLION, APPROVING THE REQUEST FOR PROPOSAL PROCESS FOR
PURPOSES OF IDENTIFYING AN ARCHITECT/PROJECT MANAGER FOR THE
PAPILLION POLICE DEPARTMENT FACILITY EXPANSION PROJECT**

WHEREAS, the Papillion Police Department currently operates out of a 22,235 sq.ft. facility located at 1000 East First Street, Papillion, Nebraska. Said facility was built in 2005 with an expectation that it would have a twenty-year timeframe before further construction or expansion was necessary; and,

WHEREAS, due to the age of the current facility and the growth of the Papillion Police Department, it is now necessary to expand the current facility; and,

WHEREAS, a preliminary needs assessment and site study has been completed to identify the needs of the expanded Papillion Police Department facility; and,

WHEREAS, the service of an architectural firm is needed to provide design services and project management for the expansion of the Papillion Police Department facility located at 1000 East First Street; and,

WHEREAS, the Request for Proposal process is the appropriate way to identify and select the most competent architectural firm/project manager for the Papillion Police Department facility expansion project. To that end, the Request for Proposal attached hereto as Exhibit A has been developed.

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Papillion to approve the solicitation of bidders to provide architectural design and project management services to the City of Papillion related to the Papillion Police Department facility expansion project using the Request for Proposal attached hereto as Exhibit A.

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Papillion that the City Administrator, or her designee, and the City Purchasing Agent, or her designee, are hereby authorized to take all actions necessary to implement the bidding process, solicit bidders, and identify the apparent successful bidder as may be consistent with the Request for Proposal attached hereto as Exhibit A.

PASSED AND APPROVED THIS _____ DAY OF FEBRUARY, 2023

CITY OF PAPILLION, NEBRASKA

David P. Black, Mayor

ATTEST:

Nicole Brown, City Clerk



REQUEST FOR PROPOSAL (RFP)

Papillion Police Department Remodel / Expansion

RFP # 05PD02012023

Terri Valquier
City of Papillion
Purchasing Agent / Contract Manager
122 East Third Street,
Papillion, NE 68046
www.Papillion.org
O: 402-502-9667
tvalquier@papillion.org

I. PURPOSE

The purpose of this Request for Proposals is to solicit proposals for a firm, licensed in the State of Nebraska. To provide design and design services for the expansion of the Papillion Police Department. Experience in these types of facilities, by a core team (project leadership, architect, and designer) with a successful history working together on the same or similar types of projects. Interested teams must have designed similar public safety facilities in the last five years and the personnel assigned to the project shall have direct experience with Public Safety (Police, Emergency Services, and Fire) facility design.

II. PROCUREMENT TIMETABLE

Event	Date
City Issues RFP	February 8th, 2023
Bidder <i>Letter of Intent to Bid</i> Due Date	February 17th, 2023
Bidders’ Conference (location) 1000 East First Street, Papillion, NE	February 23rd, 2023 –10:00 am
Bidder Written Questions Due Date	February 28th, 2023
Final Date for City Responses to Questions	March 3rd, 2023
Bidder Proposals and any Amendments to Proposals Due Date	March 30th, 2023 – by 4:00 pm
Opening of Bids	March 31st, 2023 –9:00 am
Agency Announces Apparent Successful Bidder/Notice of Intent to Award	April 28th, 2023
Contract Negotiations and Execution of the Contract Completed	May 16th, 2023
Anticipated Start Date for the Provision of Services	May 17th, 2023

Submittal of Proposals

Proposals must meet all the requirements described in this RFP to be considered.

Five (5) copies of the proposal must be submitted in a sealed envelope plainly labeled with the following information:

- City of Papillion Police Department Expansion
- Name of the Proposer
- Address of the Proposer

Hard copies of proposals can either be mailed or delivered to:

- City of Papillion
- Attn: Terri Valquier, Contract Manager
- 122 E 3rd St.
- Papillion, NE 68046

III. BACKGROUND AND SCOPE

A. Background

The City of Papillion is located just south of the Omaha Metropolitan area with about 24,159 citizens within the city limits and impacted by another 25,000+/- in surrounding extraterritorial jurisdictions and SIDs. Papillion has received national recognition as one of the best places to live for over a decade and is experiencing tremendous development and growth. Our citizens engage regularly with their local government and demand high quality municipal services and amenities. All these factors create a unique challenge for policing.

Currently, the Papillion Police Department consists of 47 officers and 5 civilian employees, who operate out of a 22,235 Sq. Ft. facility located at 1000 East First Street (N.W. corner of the intersection of American Parkway and E. First Street). The current police facility was built with a \$3,299,400 budget and completed in December 2005, after a two-year construction process (\$3,702,746 total bond costs over 10 years including interest payments). At the time, this facility was built to serve for a 20 year time frame before further expansion might become necessary.

In 2025, we will have reached that 20 year time-frame and are in need of expansion, repairs, upgrades, and remodeling of existing space to accommodate facility issues and current/future growth. A preliminary needs assessment and site study has been completed and serves as a focal point of requests/needs found within this RFP.

The City of Papillion is a municipal corporation incorporated in the State of Nebraska as a first class city. The services requested and any obligations or responsibilities of the City pursuant to this Request for Proposals or any subsequent contract(s) entered into shall be subject to any requirements or limitations on a City of the First Class.

B. Definitions

The following definitions shall apply throughout:

“City” means the City of Papillion.

“Bid Proposal” or **“Proposal”** means the bidder’s proposal submitted in response to the RFP.

“Bidder” means any individual or entity who submits a bid proposal in response to this RFP.

“Contractor” means the bidder who enters into a Contract as a result of this Solicitation.

“Deliverables” means all of the services, goods, products, work, work product, data (including data collected on behalf of the City), items, materials and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor (or any agent, contractor or subcontractor of the Contractor) in connection with any contract resulting from this RFP.

“Invoice” means a Contractor’s claim for payment. Claims may be submitted on an original invoice from the Contractor.

C. Scope of Work

The city seeks to employ a firm with experience in these types of facilities, by a core team (project leadership, architect, and designer) with a successful history working together on the same or similar types of projects. Interested teams must have designed one or more similar public safety facilities in the last five years and the personnel assigned to the project shall have direct experience with Public Safety (Police, Emergency Services, and Fire) facility design. The city is looking for a “turn-key” approach, where the selected firm exhibits the following characteristics:

1. A conceptual plan for the remodeling and expansion of the Papillion Police Department that incorporates the latest design elements concerning modern public safety buildings in terms of layout, safety, and security.
2. Recommendation on modifications relative to building systems, such as, but not limited to, lighting both interior and exterior, HVAC, and security.
3. Specific conceptual drawings for the Papillion Police Department that detail engineering and construction drawings that will serve as the basis for bidding and construction by a general contractor.
4. An ability to demonstrate functionality, value, and quality design within project budget limitations.
5. Preparation of illustrative materials, e.g. renderings of both interior and exterior.
6. Preparation of certain illustrative materials for public engagement as approximate building costs are known and public finance is evaluated (e.g., renderings, both interior and exterior), including assistance when necessary, with presentation before Council.

For remodel/expansion to the existing building, which will include new construction as well as a remodel of existing space. The scope of the construction/remodel will consist of the following:

Existing space remodel/reconfigure

1. New roof on existing building.
2. Updated HVAC controls for the entire building. The current system is very old and not user friendly at all. Updated software would allow for more control of the system so it would be easier to regulate the temperature in specific areas of the building. If during expansion, existing HVAC components are utilized, a complete Air Balancing of the HVAC system would need to be conducted.
3. Remodel of existing smaller garage space into a patrol locker room, to include creating two existing closets adjacent to this garage into a new arms room (to include HVAC system). Also, two existing garage doors will need to be removed and replaced with brick wall. New exit door will also need to be added.
4. New key system: existing system is very complex with many keys utilized by many officers. Looking to minimize number of keys utilized for doors to be accessed more effectively.
5. Expansion of the larger garage to include moving the north side garage door to the north in an expanded garage equal to the current roof line/overhang that presently exist in this area.
6. Remove two (2) small doors and brick wall on the exterior large evidence closets and leave open—adding lighting and electrical plugs for new patrol bike storage.
7. Add new open walkway to the east door of the patrol work room-which will open up into the new hallway running north and south.
8. Reconfigure the current weight room into a female locker room
9. Add a secure door in the investigation closet wall adjacent to the current patrol room bag area. This bag area will be reconfigured into the new digital forensics' investigation room.

New Additions

1. New glass garage near current front entrance to house '57 Chevy patrol car
2. New weight room/cardo room
3. Two (2) new training rooms with a training room closet, along with retractable door that separates these two different sized rooms.

4. New mother's room/mental health room adjacent to new hallway and training room closet.
5. Seven (7) new offices and one new corner closet
6. New K-9 room with three (3) indoor-outdoor combination kennel runs
7. New evidence room storage area adjacent to current property room area.
8. New exterior garage with additional storage area to be located on the north-west corner existing building. Should include 10-12" garage door and Five (5) 36" doors. One (1) leading to the expanded existing garage and one (1) leading to the newly remodeled Patrol bag storage locker area. Three (3) other exterior doors, located in the three (3) corner areas of the structure leading to the exterior.
9. New "outbuilding" approximately 2000 sq feet in the farthest most north-west corner of the current property. Will include Two (2) 16' garage doors and One (1) 10 -12" garage door. Should include three (3) 36" doors leading to exterior.

D. Deliverables

The successful firm is to provide disciplines of; architecture, civil and structural engineering, landscape architecture, interior design, HVAC, plumbing, fire protection and electrical design. The responsibilities of the firm include, but are not limited to:

1. Verification/update of the facilities study and space needs analysis.
2. Develop plans and specifications to meet all applicable building codes.
3. Review plans and specifications in detail with the Building Committee and authorities having jurisdiction.
4. Analyze opportunities for energy efficiency in the design process.
5. List the specification, coordination, and pricing of soft costs (furniture, fixtures, and equipment) as an alternate fee in the proposal.

For the execution of this project, the successful firm is to provide services in each of the following phases: Schematic Design, Design Development, Construction Documents, Bidding, and Construction Administration.

E. Performance Measures

The Contractor shall provide the following information to the City upon request for purposes of measuring Contractor's performance of the scope of work:

Provide City with Schematic design (SD), Architect will create initial design options and review with the city. Design Development, DD Architect reviews and changes with City. Construction Documents (CD) Architect will decide which drawings are necessary for construction.

F. Monitoring

The Chief of Police shall review performance measures and sign off on invoices verifying the Contractor's completion of deliverables. The Contract Manager shall review invoices for performance of obligations under the Contract and correct charges.

IV. RFP PROCESS

A. Issuing Officer

The Issuing Officer is the sole point of contact regarding the RFP from the date of issuance until selection of the successful bidder. The Issuing Officer for this RFP is:

Terri Valquier
122 East Third Street

Papillion, Nebraska 68046
Phone: 402-502-9667
E-Mail: tvalquier@papillion.org

B. Restrictions on Bidder Communication

From the issue date of this RFP until announcement of the successful bidder, the Issuing Officer is the point of contact regarding the RFP. There may be no communication regarding this RFP with any City employee other than the Issuing Officer, except at the direction of the Issuing Officer or as otherwise noted in the RFP. The Issuing Officer will respond only to questions regarding the procurement process.

C. Online Resources

The RFP and any related documents, such as amendments or attachments, responses to questions, and other resources, will be posted on the City of Papillion's website: <http://papillion.org>. Bidders should check this website periodically for any amendments to this RFP. The posted version of the RFP is the official version. The City will only be bound by the official version of the RFP. Bidders should ensure that they are referencing the most up-to-date version.

D. Intent to Bid

The City requests that bidders provide their intent to bid to the Issuing Officer by the date and time in the Procurement Timetable. Electronic mail is the preferred delivery method. The intent to bid should include the bidder's name, contact person, mailing address, electronic mail address, fax number, telephone number, and a statement of intent to submit a bid in response to this RFP. Though it is not mandatory that the City receive an intent to bid, the City will only respond to questions about the RFP that have been submitted by bidders who have expressed their intent to bid. Any costs incurred by the Bidder in the preparation and/or delivery of a Bid Proposal are the sole responsibility of the Bidder. The City may cancel an RFP for lack of interest based on the number of letters of intent to bid received.

E. Bidders' Conference

A bidders' conference will be conducted at the City of Papillion location identified at the date and time listed in the Procurement Timetable. The purpose of the bidders' conference is to inform prospective bidders about the work to be performed and to provide prospective bidders an opportunity to ask questions regarding the RFP. Verbal discussions at the conference shall not be considered part of the RFP unless incorporated into the RFP by amendment. Questions asked at the conference that cannot be adequately answered during the conference may be deferred and responded to in writing. Attendance at this bidders' conference is a mandatory requirement.

F. Questions, Requests for Clarification and Suggestions for Changes

Bidders who have provided their intent to bid on the RFP are invited to submit written questions, requests for clarifications, and/or suggestions for changes to the specifications of this RFP (hereafter "Questions") by the due date and time provided in the Procurement Timetable. Bidders are not permitted to include assumptions in their Bid Proposals. Instead, bidders shall address any perceived ambiguity regarding this RFP through the question-and-answer process. If the Questions pertain to a specific section of the RFP, the page and section number(s) must be referenced. The City prefers to receive Questions by

electronic mail. The bidder may wish to request confirmation of receipt from the Issuing Officer to ensure delivery.

Written responses to questions will be posted at <http://papillion.org> by the date provided in the Procurement Timetable.

The City assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP. In addition, the City's written responses to Questions will not be considered part of the RFP. If the City decides to change the RFP, the City will issue an amendment.

G. Submission of Bid Proposals

The Bid Proposal shall be received by the Issuing Officer by the time and date specified in the Procurement Timetable. The City will not waive this mandatory requirement. Any Bid Proposal received after this deadline will be rejected and will not be evaluated.

Bid Proposals are to be submitted in accordance with the Bid Proposal Formatting section of this RFP. Bidders mailing Bid Proposals shall allow ample mail delivery time to ensure timely receipt of their Bid Proposals. It is the bidder's responsibility to ensure that the Bid Proposal is received prior to the deadline. Postmarking or submission to a courier by the due date shall not substitute for actual receipt of the Bid Proposal by the City.

H. Amendments to the RFP or Bid Proposal

The City reserves the right to amend or provide clarifications to the RFP at any time. Amendments or clarifications to the RFP will be posted to the City's website at <http://papillion.org>. In the event of an amendment to the RFP, the City may, in its sole discretion, extend the deadline for receipt of Bid Proposals.

Bidders may amend their Bid Proposal at any time until the deadline for receipt of Bid Proposals. All amendments to Bid Proposals shall be in writing and signed by the bidder. The bidder shall provide the same number of copies of the amendment as is required for the original Bid Proposal, for both hardcopy and CD-ROM(s) or USB flash drives, in accordance with the Bid Proposal Formatting Section.

I. Withdrawal of Bid Proposal

The bidder may withdraw its Bid Proposal prior to the closing date for receipt of Bid Proposals by submitting a written request to withdraw to the Issuing Officer. Request can be sent electronically, hand delivered or sent via us mail.

J. Mandatory Requirements and Disqualification of Bid Proposals

Bidders must meet these mandatory requirements or will be disqualified and not considered for award of a contract:

- The Issuing Officer must receive the Bid Proposal, and any amendments thereof, prior to or on the due date and time.
- The bidder is not presently debarred, suspended, proposed for debarment, or declared ineligible.
- The bidder attended the bidders' conference.

- Bidder must not have defaulted on any contracts or other Agreements for services within the twelve-month period immediately preceding the deadline for submittal of bid proposals.

It is important to maintain fairness to all bidders in the procurement process. Therefore, bidders are expected to follow the specifications set forth in this RFP. Bid Proposals may be disqualified for reasons that include, but may not be limited to, the following:

- Bidder initiates unauthorized contact regarding this RFP with employees other than the Issuing Officer (See RFP Section IV.B);
- Bidder fails to comply with the RFP's formatting specifications so that the Bid Proposal cannot be fairly compared to other bids (See RFP Section V);
- Bidder fails, in the City's opinion, to include the content required for the RFP;
- Bidder fails to be fully responsive in the Bidder's Approach to Meeting Deliverables Section, states an element of the Scope of Work cannot or will not be met, or does not include information necessary to substantiate that it will be able to meet the Scope of Work specifications (See RFP Section III.C);
- Bidder's response materially changes Scope of Work specifications.
- Bidder fails to submit the RFP attachments containing all signatures (See RFP Attachment I, II, III);
- Bidder includes assumptions in its Bid Proposal (See RFP Section IV.F); or
- Bidder fails to respond to the Agency's request for clarifications, information, documents, or references that the Agency may make at any point in the RFP process.

It is not the City's intent to disqualify Bid Proposals that suffer from correctable flaws. The City reserves the right to determine, in its sole discretion, that accepting a Bid Proposal containing a correctable flaw will not jeopardize the integrity of the bid process or create an unfair advantage to any Bidder. In the event the City waives or permits cure of variances, such waiver or cure will not modify the RFP specifications or excuse the bidder from full compliance with RFP specifications or other contract requirements if the bidder enters into a contract.

In the event the City, in its sole discretion, determines that a Bid Proposal shall be disqualified, a Notice of Disqualification shall be sent to the contact person at the address listed in the Bidder's Intent to Bid.

K. Bid Proposal Clarification Process

The City may request clarifications from bidders for the purpose of resolving ambiguities or questioning information presented in the Bid Proposals. Clarifications may occur throughout the Bid Proposal evaluation process. Clarification responses shall be in writing and shall address only the information requested. Responses shall be submitted to the City within the time stipulated at the occasion of the request.

L. Verification of Bid Proposal Content and Reference Checks

The contents of a Bid Proposal are subject to verification. The City reserves the right to contact any reference to verify information contained in the Bid Proposal, to discuss the Bidder's qualifications, and/or to discuss the qualifications of any subcontractor identified in

the Bid Proposal. The City further reserves the right to obtain and consider information from other sources concerning a Bidder or the contents of a Bid Proposal. This information includes, but is not limited to, the Bidder’s capability and performance under other contracts, the Bidder’s authority to enter into a contract or to conduct business in the State of Nebraska, or the reasonableness of the Bidder’s proposal. Such other sources may include subject matter experts.

M. Insurance Coverage & Bond Requirements

The Contractor and any subcontractor shall obtain the following types of insurance for at least the minimum amounts listed below:

Insurance Coverage

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on occurrence basis	General Aggregate	\$2 Million
	Product/Completed Operations Aggregate	\$2 Million
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers’ Compensation and Employer Liability	As required by Nebraska law	As Required by Nebraska law
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Professional Liability	Each Occurrence	\$2 Million
	Aggregate	\$2 Million

Bond Requirements

Contractor shall furnish a performance bond in the amount equal to the Contractors fees, guaranteeing full and faithful performance of all undertakings and obligations under this Contract for the initial Contract term and all extensions thereof. The bond shall be in the manner and form prescribed by the Institution, must be issued through a company licensed to issue such a bond in the State of Nebraska.

N. Criminal History and Background Investigations

The City reserves the right to conduct criminal history and other background investigations of the Contractor, its officers, directors, shareholders, or partners and personnel retained by the Contractor for performance of resulting contract. The City reserves the right to conduct criminal history and other background investigation so the Contractor’s staff and subcontractors providing services under the resulting contract.

O. Use of Subcontractors

The City acknowledges that the selected bidder may contract with third parties for the performance of any of the Contractor's obligations. The City reserves the right to require prior approval for any subcontractor used to perform services under any contract that may result from this RFP.

P. Rejection of Bid Proposals

The City reserves the right to reject any or all Bid Proposals, in whole and in part, and to cancel this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the City to enter into a contract.

Q. Opening of Bids

City shall open all bids received on the date and at the location contained in the Procurement Timetable. Bidder presence is allowed, but not required, at the bid opening.

Only bidders that have met the mandatory requirements and are not subject to disqualification will be considered for award of a contract.

Opened Bid Proposals become the property of the City and will not be returned to the bidder. Upon issuance of the Notice of Intent to Award, the contents of all Bid Proposals will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Neb. Rev. Stat. §84-712.05 or other applicable law

R. Notice of Intent to Award

Notice of Intent to Award will be sent to all Bidders that submitted a Bid Proposal by the due date and time. The Notice of Intent to Award does not constitute the formation of a contract between the City and the apparent successful bidder.

S. Acceptance Period

The City shall make a good faith effort to negotiate and execute a contract for the provision of the deliverables described herein, provided, however, that no contract resulting from this RFP will be an exclusive contract. If the apparent successful bidder fails to negotiate and execute a contract within the time frame set by the City in the Procurement Timetable, the City may, in its sole discretion, revoke the Notice of Intent to Award and negotiate a contract with another bidder or withdraw the RFP. The City further reserves the right to cancel the Notice of Intent to Award at any time prior to the execution of a written contract. Neither the Notice of Intent to Award nor any contract executed between the City and the apparent successful bidder shall create a guarantee of any minimum compensation to be paid to the bidder. No Bidder shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the apparent successful bidder and the City.

T. Review of Notice of Disqualification or Notice of Intent to Award Decision

Bidders may request a reconsideration of either a *Notice of Disqualification* or *Notice of Intent to Award* decision by submitting a written request to the City. The City must receive the written request for reconsideration within five (5) days from the date of the *Notice of Disqualification* or *Notice of Intent to Award*. The request may be mailed, emailed, or hand delivered. It is the Bidder's responsibility to assure timely delivery of the request for reconsideration. The request shall clearly and fully identify all issues being contested by reference to the page and section number of the RFP. If a Bidder submitted multiple Bid

Proposals and request that the City reconsider a *Notice of Disqualification* or *Notice of Intent to Award* for more than one Bid Proposal, a separate written request shall be submitted for each. At the City's discretion, requests for reconsideration from the same bidder may be reviewed separately or combined into one response.

U. Public Records

Original information submitted by a Bidder may be treated as public information by the City for purposes of responding to a public records request. Any Bidder who believes that information contained in its Bid Proposal is confidential and not subject to a public records request may mark such information "Confidential" and provide its rationale for why such information is excepted from public inspection. The City will, in its sole discretion, determine whether such information should be withheld from public inspection. By marking information as confidential Bidder agrees to indemnify City from any claims, actions, or damages, including fees and costs, incurred by City as a result of withholding such information from public inspection.

V. Copyrights

By submitting a Bid Proposal, the bidder agrees that the City may copy the Bid Proposal for purposes of facilitating the evaluation of the Bid Proposal or to respond to requests for public records. By submitting a Bid Proposal, the bidder acknowledges that additional copies may be produced and distributed and represents and warrants that such copying does not violate the rights of any third party. The City shall have the right to use ideas or adaptations of ideas that are presented in the Bid Proposals.

W. Release of Claims

By submitting a Bid Proposal, the bidder agrees that it shall not bring any claim or cause of action against the City based on any misunderstanding concerning the information provided herein or concerning the City's failure, negligent or otherwise, to provide the bidder with pertinent information as intended by this RFP.

X. Choice of Law and Forum

This RFP and the resulting contract are to be governed by the laws of the State of Nebraska and the ordinances of the City of Papillion. Any and all litigation or actions commenced in connection with this RFP shall be brought and maintained in the Federal, State or County courts of Sarpy County, Nebraska.

V. BID PROPOSAL SUBMISSION: FORMAT AND CONTENT SPECIFICATIONS

A. Bid Proposal Formatting

Bid proposals shall be divided into two parts: Technical Proposal and Cost Proposal. Bidders shall provide a total of five (5) copies of the technical and five (5) copies of the cost proposals.

B. Technical Proposal

1. Tab 1: Transmittal Letter

The transmittal letter serves as a cover letter for the Technical Proposal. It must consist of an executive summary that briefly reviews the strengths of the bidder and key features of its proposed approach to meet the specifications of this RFP

2. Tab 2: Table of Contents

The Bid Proposal must contain a Table of Contents.

3. Tab 3: RFP Forms

The following forms must be fully completed:

- Release of Information Form signatures (See RFP Attachment I)
- Primary Bidder Detail and Certificate Form signatures (See RFP Attachment II)
- Subcontractor Disclosure Form (one for each proposed subcontractor) signatures (See RFP Attachment III)

4. Tab 4: Bidder's Approach to Meeting Deliverables

The bidder shall address each Deliverable that the successful contractor will perform as listed in Section III.C (Scope of Work) by first restating the Deliverable from the RFP and then detailing the bidder's planned approach to meeting each contractor Deliverable immediately after the restated text. Bid responses should provide sufficient detail so that the City can understand and evaluate the bidder's approach and should not merely repeat the Deliverable.

Bidders should address any responsibilities that are specifically designated as City responsibilities to the extent that the Bidder's proposal relies upon the completion of said responsibilities in a particular manner or at a particular time.

Note:

- Responses to Deliverables shall be in the same sequence as presented in the RFP.
- Bid Proposals shall identify any deviations from the specifications the Bidder cannot satisfy.
- Bid Proposals shall not contain promotional or display materials unless specifically required.
- If a Bidder proposes more than one method of meeting the RFP requirements, each method must be drafted and submitted as separate Bid Proposals. Each will be evaluated separately.

5. Tab 5: Bidder's Background and Experience

The Bidder shall provide the following information regarding the Bidder's experience:

- Level of technical experience in providing the types of services sought by the RFP.
- Description of all services similar to those sought by this RFP that the bidder has provided to other businesses or governmental entities within the last five years.
- Description of experience managing subcontractors, if the bidder proposes to use subcontractors.
- Letters of reference from three (3) of the bidder's previous clients knowledgeable of the bidder's performance in providing services similar to those sought in this RFP, including a contact person, telephone number, and electronic mail address for each reference. It is preferred that letters of reference are provided for services that were procured in a competitive environment. Persons who are currently employed by the City are not eligible to be references.

6. Tab 6: Personnel

The Bidder shall provide the following information regarding personnel:

Illustrate the lines of authority in two tables:

- One showing overall operations
- One showing staff who will provide services under the RFP

Information about project manager and key project personnel:

- Include names and credentials for the project manager and any additional key project personnel who will be involved in providing services sought by this RFP. Include resumes for these personnel. The resumes shall include: name, education, and years of experience and employment history, particularly as it relates to the scope of services specified herein. Resumes shall also include the percentage of time the person would be specifically dedicated to this project, if the bidder is selected as the successful bidder. Resumes should not include social security numbers.
- Include the project manager’s experience managing subcontractor staff if the bidder proposes to use subcontractors.
- Include the percentage of time the project manager and key project personnel will devote to this project on a monthly basis.

C. Cost Proposal

- A detailed list of all expected costs or expenses related to the proposed project.
- Summary and explanation of any other contributing expenses to the total cost.
- Brief summary of the total cost of the proposal.

In separate, sealed envelope, include four (4) copies of the cost proposal, unless otherwise specified in the RFP, marked as COST PROPOSAL and clearly showing the proposal number and proponent name. For the purposes of these conditions of proposing, Total Price shall include all costs except gross receipts tax.

VI. EVALUATION OF BID PROPOSALS

A. Introduction

This section describes the evaluation process that will be used to determine which Bid Proposal provides the greatest benefit to the City. When making this determination, the City will not necessarily award a contract to the bidder offering the lowest cost to the City, rather, the contract will be awarded to the lowest responsible bidder.

B. Evaluation Committee

The City intends to conduct a comprehensive, fair and impartial evaluation of the Bid Proposals received in response to this RFP in making this determination, the City will be represented by an evaluation committee comprised of Department Head or designee, City Administrator or designee, City Attorney or designee, City Engineer or designee, Chief Building Official or designee.

C. Proposal Scoring and Evaluation Criteria

The evaluation committee will use the method described in this section to assist with initially determining the responsibility of each Bidder.

- i. **Scoring Guide:** Points will be assigned as follows:

- ii. **Technical Proposal:** The maximum points to be awarded and the weight to each component of the Technical Proposal is as follows:

Criteria	Maximum Points
Transmittal Letter	20
Bidder’s Approach to Meeting Deliverables	140
Bidder’s Background and Experience	140
Personnel and References	100
	Total = 400

- iii. **Cost Proposal:** The scoring of the Cost Proposal shall be based on a ratio of the lowest Cost Proposal.
 - a. The lowest Cost Proposal shall be assigned 100 points.
 - b. All remaining Cost Proposals shall be assigned points calculated as follows:
 (price of lowest Cost Proposal/price of subject Bid Cost Proposal) x 100
- iv. **Total Points Possible for Technical and Cost Proposals: 500**

D. Recommendation of Evaluation Committee

The Evaluation Committee shall rank each Bid Proposal in order from Highest Score to Lowest Score based on the combined Technical Proposal and Cost Proposal scores. The Bid Proposal with the highest score shall be recommended as the apparent successful bidder.

Designation as apparent successful bidder does not guarantee that a contract will be offered. The City reserves the right at any time to rescind an offer and to withdraw this RFP.

Attachment I: Release of Information

(Return this completed form behind Tab 3 of the Bid Proposal.)

_____ (name of bidder) hereby authorizes any person or entity, public or private, having any information concerning the bidder's background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in this RFP, to release such information to the City.

The bidder acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The bidder acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the City or may otherwise hurt its reputation or operations. The bidder is willing to take that risk. The bidder agrees to release all persons, entities, the City, and the State of Nebraska from any liability whatsoever that may be incurred in releasing this information or using this information.

Printed Name of Bidder Organization

Signature of Authorized Representative

Date

Printed Name

Attachment II: Primary Bidder Detail & Certification Form

(Return this completed form behind Tab 3 of the Proposal. If a section does not apply, label it “not applicable”.)

Primary Contact Information (individual who can address issues re: this Bid Proposal)	
Name:	
Address:	
Tel:	
Fax:	
E-mail:	
Primary Bidder Detail	
Business Legal Name (“Bidder”):	
“Doing Business As” names, assumed names, or other operating names:	
Parent Corporation Name and Address of Headquarters, if any:	
Form of Business Entity (i.e., corp., partnership, LLC, etc.):	
State of Incorporation/organization:	
Primary Address:	
Tel:	
Local Address (if any):	
Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract:	
Number of Employees:	
Number of Years in Business:	
Primary Focus of Business:	
Federal Tax ID:	
Bidder’s Accounting Firm:	
If Bidder is currently registered to do business in Nebraska, provide the Date of Registration:	
Do you plan on using subcontractors if awarded this Contract? {If “YES,” submit a Subcontractor Disclosure Form for each proposed subcontractor.}	

Request for Confidential Treatment (See Section IV. T)		
Location in Bid (Tab/Page)	Statutory Basis for Confidentiality	Description/Explanation

Exceptions to RFP/Contract Language (See Section III. C)			
RFP Section and Page	Language to Which Bidder Takes Exception	Explanation and Proposed Replacement Language:	Cost Savings to the Agency if the Proposed Replacement Language is Accepted

PRIMARY BIDDER CERTIFICATIONS

1. BID PROPOSAL CERTIFICATIONS. By signing below, Bidder certifies that:

- 1.1 Bidder specifically stipulates that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP and the Sample Contract (see Attachment IV) without change except as otherwise expressly stated in the Primary Bidder Detail & Certification Form. Objections or responses shall not materially alter the RFP. All changes to proposed contract language, including deletions, additions, and substitutions of language, must be addressed in the Bid Proposal. The bidder accepts and shall comply with all Contract Terms and Conditions contained in the Sample Contract without change except as set forth in the Contract;
- 1.2 Bidder has reviewed the Additional Certifications, which are incorporated herein by reference, and by signing below represents that Bidder agrees to be bound by the obligations included therein;
- 1.3 Bidder has received any amendments to this RFP issued by the City;
- 1.4 No cost or pricing information has been included in the Bidder’s Technical Proposal; and,
- 1.5 The person signing this Bid Proposal certifies that he/she is the person in the Bidder’s organization responsible for or authorized to make decisions regarding the prices quoted and, Bidder guarantees the availability of the services offered and that all Bid Proposal terms, including price, will remain firm until a contract has been executed for the services contemplated by this RFP or one year from the issuance of this RFP, whichever is earlier.

2. SERVICE AND REGISTRATION CERTIFICATIONS. By signing below, Bidder certifies that:

- 2.1 Bidder certifies that the Bidder organization has sufficient personnel resources available to provide all services proposed by the Bid Proposal, and such resources will be available on the date the RFP states services are to begin. Bidder guarantees personnel proposed to provide services will be the personnel providing the services unless prior approval is received from the City to substitute staff;
- 2.2 Bidder certifies that if the Bidder is awarded the contract and plans to utilize subcontractors at any point to perform any obligations under the contract, the Bidder will (1) notify the City in writing prior to use of the subcontractor, and (2) apply all restrictions, obligations, and responsibilities of the resulting contract between the City and contractor to the subcontractors through a subcontract. The contractor will remain responsible for all Deliverables provided under this contract;
- 2.3 Bidder either is currently registered to do business in Nebraska or agrees to register if Bidder is awarded a Contract pursuant to this RFP; and,
- 2.4 Bidder certifies it is either a) registered or will become registered with the Nebraska Department of Revenue to collect and remit Nebraska sales and use taxes as required by Neb.Rev.Stat 77-2705; or b) not a “retailer” as that term is defined in Neb. Rev. Stat. §77-2701.32. The Bidder also acknowledges that the City may declare the bid void if the above certification is false. Bidders may register with the Department of Revenue online at: <https://revenue.nebraska.gov>

3. EXECUTION.

By signing below, I certify that I have the authority to bind the Bidder to the specific terms, conditions and technical specifications required in the City’s Request for Proposals (RFP) and offered in the Bidder’s Proposal. I understand that by submitting this Bid Proposal, the Bidder agrees to provide services described herein which meet or exceed the specifications of the City’s RFP unless noted in the Bid Proposal and at the

prices quoted by the Bidder. The Bidder has not participated, and will not participate, in any action contrary to the anti-competitive obligations outlined in the Additional Certifications. I certify that the contents of the Bid Proposal are true and accurate, and that the Bidder has not made any knowingly false statements in the Bid Proposal.

Signature:	
Printed Name/Title:	
Date:	

Attachment III: Subcontractor Disclosure Form

*(Return this completed form behind Tab 3 of the Bid Proposal. Fully complete a form for **each** proposed subcontractor. If a section does not apply, label it “not applicable.” If the bidder does not intend to use subcontractor(s), this form does not need to be returned.)*

Primary Bidder (“Primary Bidder”):	
Subcontractor Contact Information (individual who can address issues re: this RFP)	
Name:	
Address:	
Tel:	
Fax:	
E-mail:	

Subcontractor Detail	
Subcontractor Legal Name (“Subcontractor”):	
“Doing Business As” names, assumed names, or other operating names:	
Form of Business Entity (i.e., corp., partnership, LLC, etc.)	
State of Incorporation/organization:	
Primary Address:	
Tel:	
Fax:	
Local Address (if any):	
Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract:	
Number of Employees:	
Number of Years in Business:	
Primary Focus of Business:	
Federal Tax ID:	
Subcontractor’s Accounting Firm:	
If Subcontractor is currently registered to do business in Nebraska, provide the Date of Registration:	
Percentage of Total Work to be performed by this Subcontractor pursuant to this RFP/Contract.	
General Scope of Work to be performed by this Subcontractor	

Detail the Subcontractor's qualifications for performing this scope of work

By signing below, Subcontractor agrees to the following:

1. Subcontractor has reviewed the RFP, and Subcontractor agrees to perform the work indicated in this Bid Proposal if the Primary Bidder is selected as the winning bidder in this procurement.
2. Subcontractor has reviewed the Additional Certifications and by signing below confirms that the Certifications are true and accurate, and Subcontractor will comply with all such Certifications;
3. Subcontractor recognizes and agrees that if the Primary Bidder enters into a contract with the City as a result of this RFP, all restrictions, obligations, and responsibilities of the contractor under the contract shall also apply to the subcontractor; and,
4. Subcontractor agrees that it will register to do business in Nebraska before performing any services pursuant to this contract, if required to do so by Nebraska law.

The person signing this Subcontractor Disclosure Form certifies that he/she is the person in the Subcontractor's organization responsible for or authorized to make decisions regarding the prices quoted and the Subcontractor has not participated, and will not participate, in any action contrary to the anti-competitive obligations outlined in the Additional Certifications.

I hereby certify that the contents of the Subcontractor Disclosure Form are true and accurate and that the Subcontractor has not made any knowingly false statements in the Form.

Signature for Subcontractor:	
Printed Name/Title:	
Date:	

Attachment IV: Sample Contract

Bidders should plan on such terms being included in any contract entered because of this RFP. All costs associated with complying with these terms should be included in the Cost Proposal or any pricing quoted by the bidder.

This is a sample form. DO NOT complete and return this attachment.



This Contract is entered into on the ____ day of _____, 20____ by the following parties:

City of Papillion, Nebraska (hereafter “City”)	
Name/Principal Address of City: City of Papillion 122 East Third Street Papillion, Nebraska 68046	City Contract Owner (hereafter “Contract Owner”) / Address: Name/position Street address City, State, Zip E-Mail: email address
City Contract Manager/ Billing Contact (hereafter “Contract Manager”) /Address: Terri Valquier, Purchasing Agent/ Contract Manager 122 East Third Street Papillion, Nebraska 68046 Phone: 402-502-9667 E-Mail: tvalquier@papillion.org	

Contractor: (hereafter “Contractor”)	
Legal Name: Vendor Name Here	Contractor’s Principal Address: Street address City, State, Zip
Tax ID #: 12345678	Organized under the laws of: NB

Contractor's Point of Contact Name/Address: Name/position Street address City, State, Zip Phone: (402) 555-5555 E-Mail: vendor email address	Contractor's Billing Contact Name/Address: Name/position Street address City, State, Zip Phone: (402) 555-5555
--	--

Contract Term Information	
Start Date:	End Date of Base Term of Contract:
Possible Extension(s):	

I. Contract Purpose.

The purpose of this Contract is (general description of expectations of City and Contractor)

II. Special Terms Definitions.

III. Scope of Work.

The Contractor shall provide the following: (detailed description of goods and services to be provided by Contractor; should include specific product information, timeframes for completion, frequency, quantity, etc.)

The City shall provide the following: (detailed description of anything to be provided by City, for example, any labor, supervision, preliminary or preparatory work or supplies)

The City's Contract Manager or designee will verify invoices and supporting documentation itemizing work performed prior to payment and determine compliance with general contract terms, conditions, requirements.

IV. Contract Monitoring by City.

In the event the Contract Manager or designee determines, based upon the results of monitoring activities and other relevant data, that the Contractor has failed to comply with the terms and conditions of the Contractor, the City may, in City's sole discretion, elect to engage in the Problem Reporting process set forth below. Nothing herein, including City's decision not to engage in the Problem Reporting process, shall limit City's ability to terminate this Contract or seek any remedies provided for herein related to breach or failure by Contractor to perform under this Contract.

A. Problem Reporting. If a problem or concern is encountered or identified during a routine review by the City, the City may require one or more meetings with Contractor to discuss the outcome of the review and the problem or concern identified. During the review meetings, the parties will discuss the deliverables that have been provided or are in process under this Contract, achievement of the terms and conditions of the Contract, and any concerns identified through the City's contract monitoring activities. After a problem has been identified, the Contractor shall

provide a report setting forth activities taken or to be taken to resolve the problem together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. The Contract Owner has final authority to approve problem-resolution activities.

The City's acceptance of a problem-resolution activity shall not relieve the Contractor of any obligation under this Contract or waive any other remedy. The City's inability to identify the extent of a problem or the extent of damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract.

V. **Contract Payment Clause.**

A. **Pricing.** In accordance with the payment terms and conditions outlined herein, Contractor shall be compensated an amount not to exceed \$ [redacted] for successful completion of the Scope of Work set forth in this Contract.

B. **Payment Calculation.** Contractor shall be paid the following: (insert the specific payment amounts)

Unless otherwise agreed to by the parties in a written amendment signed by both parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any goods or services provided by or on behalf of the Contractor pursuant to this Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Contract. Contractor shall indemnify and hold harmless City from any claims, causes of action, or damages brought by a third party, including sub-contractors, related to costs, expenses or charges related to the goods and services to be provided by Contractor pursuant to the terms of this Contract.

C. **Contract Extension.** In the event of a contract extension, Contractor shall be paid as follows: (detail payment related to extension – may be specific amount; may be cost of current contract + percentage increase, may be “as agreed by the parties in writing.”) *Contract extension is at the sole discretion of the City and is not guaranteed. Continued payment beyond the initial term of the Contract is contingent upon extension of the Contract.*

D. **Submission of Invoices.** Contractor shall submit invoice(s) according to the following terms (detail the format and what information must be included, frequency of submitting, deadlines for submission)

E. **Payment of Invoices.** The City shall verify Contractor's performance of the Deliverables and timeliness of Invoices before making payment. The City will not pay Invoices that are not considered timely as defined in this Contract. The City shall pay all approved Invoices in arrears and within ninety (90) days of approval. In the event City is unable to approve an invoice within [redacted] days of submission, City shall advise Contractor of the reason why the invoice is unable to be approved, including any additional information that may be

necessary from Contractor. Contractor’s failure to provide the required information within [redacted] days shall void the Invoice and shall constitute a waiver of any claim to payment.

VI. Insurance Coverage & Bond Requirements.

The Contractor and any subcontractor shall obtain the following types of insurance for at least the minimum amounts listed below:

A. Insurance Coverage

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on occurrence basis	General Aggregate	\$2 Million
	Product/Completed Operations Aggregate	\$2 Million
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers’ Compensation and Employer Liability	As required by Nebraska law	As Required by Nebraska law
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Professional Liability	Each Occurrence	\$2 Million
	Aggregate	\$2 Million

B. Bond Requirements [redacted]

VII. No employment relationship.

It is understood and agreed that neither Contractor nor any employee or contractor hired by Contractor is an employee, agent or representative of City. Contractor shall have sole responsibility for providing adequate staffing, including the hiring and firing of employees or contractors. Contractor shall be responsible for all wages, benefits, tax withholding, workers compensation, unemployment insurance and verification or reporting requirements for any employee or contractor assigned by Contractor to perform any work pursuant to this Contract. Neither Contractor nor Contractor’s employees or contractors shall be entitled to any wages or benefits payable to employees of the City. Contractor shall abide by all local, state and federal laws and regulations regarding employer obligations, including but not limited to Equal Employment Laws, Fair Labor Standards Act, and the Nebraska Wage Payment Act, for any employee or contractor assigned to work pursuant to this Contract, and shall indemnify and hold City harmless from all claims, causes of action or damages related to a violation of any employment law or regulation. Nothing herein shall prohibit or prevent City from removing or

banning any individual, including an employee or contractor of Contractor, from City property for the violation of any rule or regulation established by City, or related to the violation of any local, state or federal law.

VIII. Work Eligibility Status.

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing service within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

If the Contractor is an individual or sole proprietorship, the following applies: 1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IX. Anti-discrimination. Contractor shall comply with all applicable local, state and federal laws and prohibitions regarding discrimination on the basis of race, religion, gender, age, national origin or disability. Contractor agrees to indemnify and hold City harmless from all claims, causes of action or damages related to a violation of any non-discrimination law.

X. Termination. This Agreement shall

- End automatically on [REDACTED].
- End on [REDACTED], unless the parties execute a written extension of the Contract prior to such date.
- Automatically renew for an additional [REDACTED] () year term, unless either party gives notice to the other at least ninety (90) days prior to the end of the term of this Contract that such party intends to terminate the Contract on the initial termination date.

This Agreement may be terminated during the term of the Agreement by either party upon a [REDACTED] () day notice in writing to the other party. City may terminate the Agreement if Contractor fails or refuses to cure within three (3) days of receiving written notice, one or more of the following breaches:

- a. Contractor's failure to maintain any required permits or licenses necessary for the performance of any services required under this Contract.

- b. Notice of any claim, suit or action related to the fault, action, non-action, omission or negligence of Contractor, its employees or contractors arising out of Contractor's performance under this Contract.
- c. The failure by Contractor, its employees or contractors to abide by any local, state or federal statute or regulation in the performance of this Contract.
- d. (additional conditions specific to the Contract)

XI. Damages for Breach of Contract.

(Insert any terms of breach and damages)

XII. Notices.

Any notices required under this Contract shall be sent to the following, by U.S. mail, return receipt requested:

For City:

City of Papillion Purchasing Agent

Terri Valquier
122 East Third Street
Papillion, NE 68046

and

City Clerk

Nicole Brown
122 East Third Street
Papillion, NE 68046

For Contractor:

(insert Contractor contact(s))

XIII. Indemnification and Hold Harmless.

Contractor agrees to fully indemnify and hold harmless City, its officers, agents and employees for all claims, causes of action, or damage, including any expenses or liabilities that may arise therefrom for the death, damage or injury to any third party or their property or damage to City property, caused by the fault, action, non-action, omission or negligence of Contractor, its employees or contractors arising out of Contractor's performance under this Contract; but Contractor shall not be liable for any injury, damage or loss caused by the gross negligence or willful misconduct of the City or its officers, agents and employees. Contractor shall give prompt and reasonable notice to City of any claim, suit or action made which in any way, directly or indirectly, affects or may affect City.

XIV. Choice of Law and Forum Selection.

The parties agree that Nebraska law shall govern the terms and performance under this Contract. The parties further hereby agree that any legal proceeding with respect to or arising under this

Contract shall only be brought in federal, state or county courts located in Sarpy County, Nebraska, and further agree to personal jurisdiction in any such court..

XV. Severability.

In the event any portion of this Agreement may be held invalid, void, or illegal for any reason by a court of competent jurisdiction, any such holding shall not affect, impair, or invalidate any other provisions of this Agreement, but such other provisions shall remain in full force and effect as if the invalid, void, or illegal provision was never part of the Agreement.

XVI. Entire Agreement.

This Contract includes the entire agreement between the parties, and nothing can be added, deleted or modified unless it is written and signed by each party.

XVII. No Conflict of Interest: There is no conflict of interest, and each party has the legal authority to enter into this Contract and to perform all obligations and responsibilities contained herein.

XVIII. Binding upon Successors: This Contract is binding upon the successors and assigns of the Parties.

EXECUTED this _____ day of _____, _____.

ATTEST

(CONTRACTOR)

(Title) By _____

(Title)

EXECUTED this _____ day of _____, _____.

ATTEST
Corporation

CITY OF PAPILLION, A Municipal

City Clerk

By

Mayor