



**CITY OF GRAND ISLAND
PURCHASING DEPARTMENT**

RFP 26-023

**REQUEST FOR PROPOSAL
UTILITY CUSTOMER OUTAGE AND
CALL RESPONSE SERVICES**

**BIDS DUE JULY 2, 2026
AT 4:15 P.M. (CST)**

**CITY OF GRAND ISLAND
CITY HALL
100 EAST FIRST STREET
GRAND ISLAND, NE 68802**

RFP26-023 UTILITY CUSTOMER OUTAGE AND CALL RESPONSE SERVICES

City of Grand Island is accepting Proposals for furnishing merchandise, supplies, services and/or equipment set forth in this Request for Proposal.

All prices are to be F.O.B. Grand Island, Nebraska. **All prices shall be firm and shall include all sales and use taxes as lawfully assessed under laws and regulations of the State of Nebraska.**

All proposals are subject to the terms and conditions included in this RFP. All proposals must be signed **in ink** by a person or officer of the company submitting the Proposal that is authorized to enter into contractual agreements on behalf of the company. ***Unsigned proposals will be deemed non-responsive and will not be accepted.***

Proposals may be mailed, hand delivered to City Hall or uploaded to the QuestCDN website (<https://qcpi.questcdn.com/cdn/posting/?group=1057&provider=4019749>). City of Grand Island will not be responsible for any proposal that is lost in the mail, not delivered to the City Clerk's office or submitted through QuestCDN by the stated deadline for any reason.

**THE ORIGINAL AND ONE (1) COPY
OF COMPLETED PROPOSAL
MUST BE RECEIVED AT CITY HALL
ON OR BEFORE 4:15 P.M., JULY 2, 2026**

All submissions must be delivered in a sealed envelope and addressed to the attention of:

**Jill Granere, City Clerk
Grand Island City Hall
100 East First Street
Grand Island, NE 68801**

Proposals shall include the following on the outside of the mailing envelope:

**RFP 26-023 UTILITY CUSTOMER OUTAGE & CALL RESPONSE SERVICES
DO NOT OPEN UNTIL THURSDAY, JULY 2, 2026, AT 4:15 P.M.**

Ban on Ex Parte Communications. Please be advised that engaging in communication with any representative or employee of the City about this request except through the manner set forth in this notice shall disqualify your response from consideration.

No oral explanation in regard to the meaning of the bid specifications will be made and no oral instructions will be given. Request from interest bidders for additional information or interpretation of the information included in the specifications should be directed in writing to Jamie Brockway, Budget & Purchasing Manager, at Purchasingmanager@grand-island.com.

A written response will be distributed to all registered proposers. It is the bidders' sole responsibility to review the City's website <https://www.grand-island.com/page/bids-and-request-for-proposals> and retrieve all related documents prior to the RFP/RFB due date.

QUESTION DEADLINE: 12:00 (NOON) CST, WEDNESDAY JUNE 24, 2026
RESPONSE TO QUESTIONS WILL BE PROVIDED BY: 4:00 P.M. FRIDAY JUNE 26, 2026

GENERAL INFORMATION.

The following instructions outline the procedure for preparing and submitting Proposals. All providers must fulfill all requirements as specified in these documents.

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

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

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.

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.

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.

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 RFP. The City reserves the right to reject any or all submittals, to waive defects or informalities, and to offer to contract with any firm in response to any RFP. This RFP does not constitute any form of offer to contract.

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.

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

26-023 UTILITY CUSTOMER OUTAGE & CALL RESPONSE SERVICES DETAILED SPECIFICATIONS

PROJECT OVERVIEW AND SCOPE

The City of Grand Island owns electric and water distribution systems serving ~27,500 residential, commercial, and industrial customers. The City operates a customer services center that provides support during normal business hours (Monday-Friday, 8:00 a.m. to 3:30 p.m.) but we utilize 3rd party services for our outage reporting. Our community is diverse, so our customer-facing services are required to be both responsive and accommodating. Historical call data indicates high volume volatility: monthly call volumes range from a minimum of 132 calls to a peak of 817 calls, with a historical monthly average of 264 calls.

The Grand Island Utilities Department is soliciting bids for services that interact with our customers on our outage reporting line. GIUD is requesting proposals to establish a 5-year contract for these services, but all proposals will be considered and graded based on their viability, value, and benefits for the utility. Contracts may include optional additional renewal years.

SERVICE DETAILS

Bidders should consider these items for their proposals.

Respond to GIUD outage calls and texts as a customer facing service 24/7.

- Document information provided for every call
 - Outage type
 - Address
 - Customer name and contact information from customer database
 - Relevant notes:
 - Provide online interface for GIUD to sort, view, and respond to ticket information
 - Provide online interface for GIUD to enter ticket information manually.
 - Filter and flag customers that have been shut off for non-payment.
 - Identify duplicate reports.
 - Link tickets to customer history.
 - Link tickets to google map or equivalent mapping platform service with cost noted.
 - Allow personnel to be assigned to calls/tasks, then send related info via text
 - Timestamp all actions
- Provide masked callback to customers for GIUD staff.
- Absorb customer information on demand via CSV (or similar) on FTP or other noted form. This includes both customer changes and shutoff statuses.

- Event triggers that notify management personnel.
- Track on-call rotation schedules of personnel to streamline assignments.
- Users should have the ability to sort, filter, and mass select tickets for research, status changes, and reports.
- Group calls into events
 - Based on geographical data
 - Based on customer feeder data
 - Based on user input
- Categorize calls and provide analytics for use by the utility
 - Provide exportable sorted historical data
 - Provide individual account access for up to 50 GIUD personnel concurrently.
 - Include tracking and time stamps of all activities of all personnel

EVALUATION CRITERIA

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

1	Technical Capability & Feature Compliance	Data security and privacy addressed	30%
2	Relevant Experience, References (Examples of product in service)	Utility Clients, similar scale, years in service	15%
3	Implementation Plan & Timeline	Feasibility of Nov. 1, 2026, start, transition plan quality	20%
4	Cost/Price	5 Year total cost of ownership/itemized pricing	10%
5	Service Level Commitment	Uptime, Response Time, Staffing guarantees	15%
6	Organizational Qualifications	Financial Stability, key personnel, certifications	10%

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

BIDDING NOTES

Bids should be submitted with all terms stated and proposed contract details included. Vendors shall provide a fully itemized cost schedule broken down by contract year, including:

- (a) per-call or per transaction fees if applicable;
- (b) monthly/annual platform licensing fees;
- (c) implementation and onboarding cost;
- (d) training costs
- (e) any optional add-on features and their associated costs; and
- (f) estimated 5-year total cost of ownership.

All proposals should include detailed capabilities of the bidding entity and deficiencies specifically outlined. In the case that a bidder deviates from the suggested 5-year contract, the proposal will be assessed as best possible by GIUD personnel. Multiple proposals from one entity will be assessed individually.

SERVICE EXECUTION

This service is to begin November 1, 2026. Proposal should include a lead time and a completion time of any preparation needed for integration. The City of Grand Island will be responsible for transfer of call forwarding service. GIUD will make customer lists available and accommodate regular transfer of associated data as needed. Normal working hours are Monday through Friday, 8:00 am to 3:30 pm.

QUALIFICATIONS

The bidder shall demonstrate a minimum of three (3) years of experience providing outage call response and management services to electric and/or water utilities. Proposals shall include at least three (3) references from utility clients of comparable size (15,000 -50,000 customers), including contact information, contract duration and description of services provided.

Identification of the primary personnel (those who will be performing the integration) and a statement of their qualifications shall be included with the proposal. References of work performed for similar entities should also be included.

EXECUTION OF CONTRACT

The successful firm shall, within 14 days after receiving notice of award, sign and deliver to the OWNER the Contract (Attachment A), if required, together with the acceptable bonds as required in these bid documents. Within 5 days after receiving the signed contract with acceptable bond(s) from the successful Bidder and approval of City Council, the Owner's authorized agent will sign the Contract.

INSURANCE REQUIRMENTS

The bidder shall comply with Insurance Requirements. (Attachment B)

ATTACHMENT A

Sample Contract Agreement

THIS AGREEMENT made and entered into this ____ day of _____, 2026, 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 Proposals for Call Response Services for the City of Grand Island Utility 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 Proposals* 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 Proposals for Call Response Services for the City of Grand Island Utility Department* and in the attached *Request for Proposals* 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 ***Call Response Services for the City of Grand Island Utility 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.

ARTICLE XI. FEDERAL FUNDING CONFLICT OF INTEREST:

(a)

(1) The contractor, subcontractor, employee, or consultant has certified that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest (see FAR subpart 9.5 for organizational conflicts of interest) (or apparent conflict of interest) for the organization or any of its staff, and that the contractor, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee, or consultant). Conflicts may arise in the following situations:

(i) Unequal access to information—A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract.

(ii) Biased ground rules—A potential contractor, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract.

(iii) Impaired objectivity—A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility. “Impaired objectivity” includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

(A) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;

(B) Significant connections to teaching methodologies that might require or encourage the use of specific products, property, or services; or

(C) Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property, or services.

(2) Offerors must provide the disclosure described above on any actual or potential conflict (or apparent conflict of interest) of interest regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

(3) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict (or apparent conflict of interest), including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest.

(b) The contractor, subcontractor, employee, or consultant agrees that if “impaired objectivity”, or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take, after consultation with the contracting officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(c) Remedies. The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict (or apparent conflict of interest) after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the contract for default or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of 18 U.S.C. 1001 and fines of up to \$5000 for violation of 31 U.S.C. 3802. Further remedies include suspension or debarment from contracting with the Federal government. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(d) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee, or consultant agrees to eliminate the organizational conflict of interest or mitigate it to the satisfaction of the contracting officer.

(e) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (e).

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

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

APPENDIX A – TITLE VI NON-DISCRIMINATION –

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

(1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

(2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of sub-consultants, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Sub-consultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a sub-agreement, including procurements of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
- (b.) cancellation, termination or suspension of the agreement, in whole or in part.

(6) Incorporation of Provisions: The consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any sub-agreement or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

SAMPLE

ATTACHEMENT B
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 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.**