

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
OF
METAM BASED FOAMING SEWER ROOT CONTROL
QUOTE NO. 4350**

**Nebraska Environmental Products
5360 Alvo Road
Lincoln, NE 68514
402.435.0061**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 30 day of January 2013, by and between **Nebraska Environmental Products, 5360 Alvo Road, Lincoln, NE 68514**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Requirements of Metam Based Foaming Sewer Root Control Quote No. 4350** and,

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

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal.

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a **four (4) year term**.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Specifications
 4. Special Provisions
 5. Instruction to Bidders

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

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

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Resolution No. _____

dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Nebraska Environmental Products
Name of Corporation

ATTEST:

5360 Alvo road
(Address)

_____(SEAL)

Secretary

By: Dale Finkel
Fully Authorized Official

Parts Manager
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

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

Bid Information		Contact Information		Ship to Information	
Bid Creator	Shelly Hinze, Buyer	Address	Purchasing\City & County	Address	Public Works & Utilities, Wastewater\Solid Waste
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		2400 Theresa St.
Phone	1 (402) 441-8313		Lincoln, NE 68508		Lincoln, NE 68521
Fax	1 (402) 441-6513	Contact	Shelly Hinze, Buyer	Contact	
Bid Number	4350	Department		Department	
Title	Annual Requirements of Metam Based Foaming Sewer Root Control	Building		Building	
Bid Type	Quote	Floor/Room		Floor/Room	
Issue Date	01/08/2013	Telephone	1 (402) 441-8313	Telephone	
Close Date	1/14/2013 2:00:00 PM CST	Fax	1 (402) 441-6513	Fax	
Need by Date		Email	rhinze@lincoln.ne.gov	Email	

Supplier Information

Company Nebraska Environmental Products
 Address 5360 Alvo road

 Lincoln, NE 68514
 Contact Greg Oliverius
 Department
 Building
 Floor/Room
 Telephone 1 (402) 4350061
 Fax 1 (402) 4350644
 Email greg@transiowaeq.com
 Submitted 1/14/2013 1:52:50 PM CST
 Total \$11,600.00

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	(b) (c) 1 year
5	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
6	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transporation charges paid.	10 days
7	Product	List your Product Name/Mfg/Model Number and size of container:	Sanafoam Vaporrooter2 5 gallon
8	Product Information	Is the product being bid packaged with metam/sodium or packaged seperately? What are storage temperature extremes (in Farenheit)? What is the guaranteed shelflife of the product being bid? What is the dilution ratio of the product being bid: Foam Fill - 1:____ and Expansion Ratio - 1:____ average? 	yes 32 to 80 farenheit shelf life is 2 yrs foam fill 1:20 expansion ratio 1:125
9	Foam Production	Incorporate the following information for the product you are bidding: 1 gallon of packaged Metam + ____ gallons of water = ____gallons Solution x 20 Expansion = _____Gal. of Produced Foam	7.5 gal of packaged metam + 180 gal of water = 3750 gal of foam
10	EPA Registration #	What is the EPA Registracton # of the product being bid?	1015-70
11	Submittals	I have attached the submittals required in Section 10 of the specifications in the Response Attachment section of the Ebid.	Yes
12	Contact	Name of person submitting this bid:	Dale Pinkelman
13	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	40	5 gallons	Foaming Root Control	\$290.00

Item Notes: Unit price shall be per a 5 gallon container and shall include freight to the City's Wastewater facility.

Supplier Notes:

Response Total: \$11,600.00

**RESTRICTED USE PESTICIDE
DUE TO ACCUTE TOXICITY**

For retail sale and use only by Certified Applicators or persons under their direct supervision and only for those users covered by the Certified Applicator's certification

DICHLOBENIL 50 W

(FOR USE IN SANAFoAM VAPOROOTER II FOAM APPLICATIONS)

ACTIVE INGREDIENT	% By weight
Dichlobenil (2,6-dichlorobenzonitrile)	50.0%
OTHER INGREDIENTS	50.0%
Total	100.0%

KEEP OUT OF REACH OF CHILDREN

CAUTION

See additional precautionary statements on side panels

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle.
(If you do not understand the label, find someone to explain it to you in detail).

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. This package contains one 30 oz. water soluble inner bag for direct addition to the equipment mix tank when making foam applications of **SANAFoAM VAPOROOTER II**. See the outer box label for additional precautions, complete labeling, and instructions for use in **SANAFoAM VAPOROOTER II**.

EPA Reg. No. 1015-70

EPA Est. No. 1015-MO-1

Manufactured for:
Douglas Products & Packaging Company
1550 East Old 210 Highway
Liberty, MO 64068-9459

Net Weight: 30 oz.

PHYSICAL OR CHEMICAL HAZARDS

Do not use or store near heat or open flames.

STORAGE AND DISPOSAL

Do not contaminate water, food or feed by storage and disposal.

PESTICIDE STORAGE: Do not store near food or feed, seeds, bulbs, tubers, nursery stocks or other vegetative matter. Do not store near pet or livestock quarters. Store in a cool, dry, and well ventilated area. Do not open the protective foil pouch until water soluble bags are needed.

PESTICIDE DISPOSAL: Wastes resulting from the use of this product must be disposed of on site by discharging into sewer pipes being treated or at an approved waste disposal facility.

CONTAINER DISPOSAL: Nonrefillable container. Do not reuse or refill this container. Offer for recycling, if available or, dispose of the empty outer foil pouch in the trash as long as WSP is unbroken.

EPA 30099416

**RESTRICTED USE PESTICIDE
DUE TO ACUTE TOXICITY**

For retail sale and use only by Certified Applicators or persons under their direct supervision and only for those uses covered by the Certified Applicator's certification

DICHLORBENIL 50 W

(FOR USE IN SANAFOAM VAPOROOTER II FOAM APPLICATIONS)

ACTIVE INGREDIENT	% By weight
Dichlorobenzene (2,6-dichlorobenzonitrile)	50.0%
OTHER INGREDIENTS	50.0%
Total	100.0%

KEEP OUT OF REACH OF CHILDREN

CAUTION

See additional precautionary statements on sale panels

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand the label, find someone to explain it to you in detail).

DIRECTIONS FOR USE

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EPA Reg. No. 1015-70

Manufactured for:
Dauger Products & Packaging Company
1550 East Old 210 Highway
Liberty, MO 64068-9457

Net Weight: 30 oz.

EPA Est. No. 1015-MO-1

FIRST AID	
If swallowed	<ul style="list-style-type: none"> • Call a poison control center or doctor immediately for treatment advice. • Have person sip a glass of water if able to swallow. • Do not induce vomiting unless told to do so by a poison control center or doctor. • Do not give anything by mouth to an unconscious person.
If on skin or clothing	<ul style="list-style-type: none"> • Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15–20 minutes. • Call a poison control center or doctor for treatment advice.
If in eyes	<ul style="list-style-type: none"> • Hold eye open and rinse slowly and gently with water for 15–20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. • Call a poison control center or doctor for treatment advice.
If inhaled	<ul style="list-style-type: none"> • Move person to fresh air. • If person is not breathing, call 911 or an ambulance; then give artificial respiration, preferably mouth-to-mouth, if possible. • Call a poison control center or doctor for further treatment advice.
HOT LINE NUMBER	
For additional information in case of emergency call toll free (1-800-858-7378). Have the product container or label with you when calling a poison control center or doctor, or going for treatment.	
PRECAUTIONS BY STATEMENTS	
HAZARDS TO HUMANS AND DOMESTIC ANIMALS	

CAUTION

Harmful if swallowed or absorbed through skin. Avoid contact with eyes, skin or clothing.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Mixers, loaders, applicators and other handlers must wear:

- Long-sleeved shirt and long pants
- Shoes plus socks
- Chemical-resistant gloves made of any waterproof material
- Chemical-resistant apron when mixing and loading

User Safety Requirements: Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

USER SAFETY RECOMMENDATIONS

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

ENVIRONMENTAL HAZARDS

Keep out of lakes, ponds or streams. Toxic to fish and aquatic life. Do not apply directly to water, to areas where surface water is present, or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwaters. Equipment on which this product is used resulting from the use of this product may be disposed of on site according to label directions, at an approved disposal facility. Do not use in ponds, rivers, streams, or other bodies of water. Do not use in storm field or other drains unless effluent is treated in a primary sewer system. Keep off lawns and lawns as they may be easily injured. Foam should be shoveled off planted areas immediately rather than washing off with water.

This chemical has properties and characteristics associated with chemicals detected in ground water. The use of this chemical in areas where salts are permeable, particularly where the water table is shallow may result in ground-water contamination.

USE PRECAUTIONS

See the outer box label for additional precautions, complete labeling, and instructions for use in **SANFOAM VAPOROOTER II**. When used in inhabited buildings (residences, offices, hospital, etc.) windows must be open or an exhaust fan must be operating during the application.



SANITARY SEWER PRODUCTS

Highly Effective Root and Grease Control

VAPORROOTER: FOR 40 YEARS, THE MOST TRUSTED NAME ON THE STREET...AND UNDER IT

Chemical Root Control



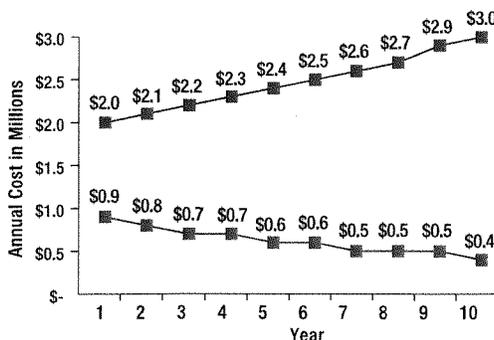
VAPOROOTER®

Vaporooter* is the most effective way to eliminate your root problems. Its scientific formula is guaranteed to destroy roots on contact and control regrowth for years. The application is simple, fast and inexpensive, most importantly – it works.

Years of scientific research and more than a hundred million feet of experience prove Vaporooter's two-part formula is the most cost-effective way to rid your system of roots and keep them from coming back for years. Vaporooter contains a fast acting herbicide that kills roots on contact and a second long-lasting herbicide that fills joints and cracks to prevent roots from blocking pipes for years.

Vaporooter Saves Money Versus Cutting

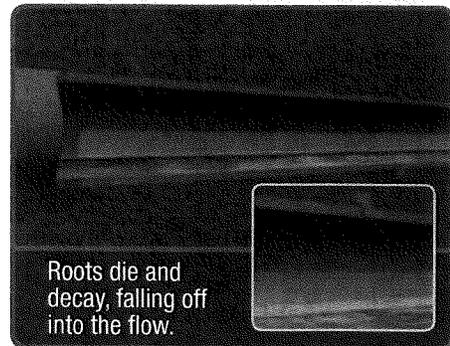
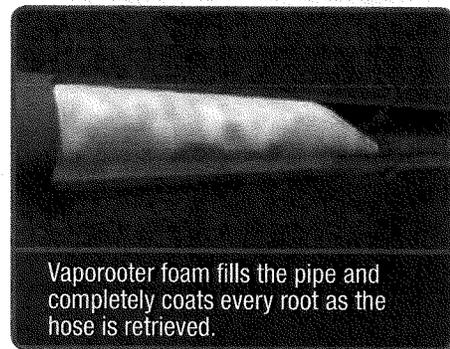
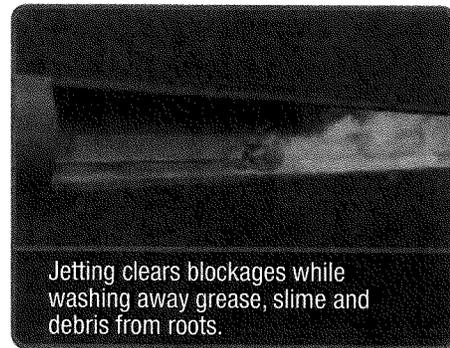
Old-fashioned root cutting might seem like the simplest solution. Unfortunately, cut roots grow back faster and thicker, requiring more and more frequent cutting to avoid blockages and costly overflows. Vaporooter, on the other hand, kills roots chemically and controls regrowth for years. Foaming with Vaporooter saves costly labor expense because, typically, a two-man crew can easily treat 3-4 times more than they can cut per day. It's simple math. Vaporooter will eliminate your root blockages while saving you valuable budget dollars. This graph illustrates the savings you can attain by using Vaporooter.



■ Cutting
■ CRC

Graph shows the costs of cutting versus Vaporooter foaming for a city with 1,000 miles of sewer lines and 45% root intrusion. We will gladly plug in your exact numbers to show you specific savings for your city.

THE VAPOROOTER PROCESS



*Refers to Sanafoam Vaporooter II, a Restricted Use Pesticide

Computerized Applicator

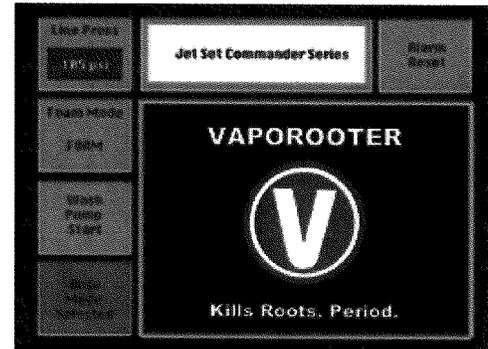
To achieve the best root control results with Vaporooter, use the Jet Set Commander root-foaming system. The advanced, computer-controlled equipment applies the exact amount of chemical foam required to effectively eliminate roots.

If the Jet Set Commander had been around in the 60's, you wouldn't have a root problem today. This state-of-the-art, patented technology has literally revolutionized root foaming. A touch screen controller makes root foaming as simple as pushing a button. The computerized system automatically mixes the two active ingredients, foaming agent, water and air to deliver exactly the right amount of chemical in a dense foam that fills the pipe, coating every inch of every root. Application of Vaporooter using the Jet Set Commander is so efficient that, typically, a two-person crew can treat sanitary sewers in a fraction of the time it would take a full crew to cut them.

The Jet Set Commander features a special, two-stage nozzle that operates as a jetter under high pressure and as a foaming nozzle when the water is shut off. Under high pressure, the jetter clears blockages while washing away grease, slime and debris from the roots, preparing them for treatment with Vaporooter. Then, as the hose is retrieved, foam fills the entire pipe and coats roots with Vaporooter at the proper concentration. It also features a wash down pump to rinse the hose as it exits the manhole and is rewound on the reel.

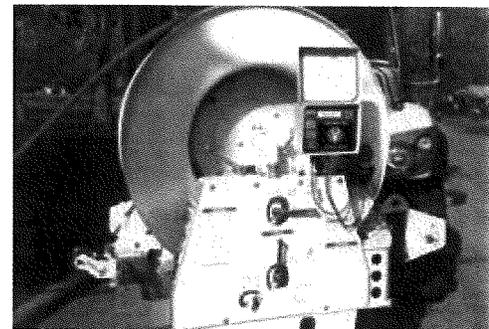


TOUCH SCREEN CONTROLS



No complicated process here. With the Jet Set Commander, if you can jet, you can foam. The specially-designed touch screen takes the guesswork out. All functions are controlled with a simple touch of the screen.

COST-EFFECTIVE USE



The Jet Set Commander's state-of-the-art design is available as a new or aftermarket option on all major jet and combination trucks. Adding a chemical root foaming option will significantly increase the productivity of your crews and save tens of thousands of dollars or more per year.



**GREASE
RELEASE**

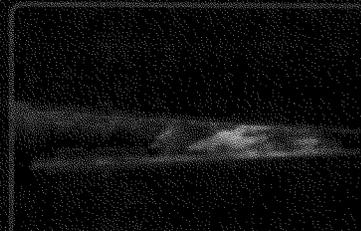
Chemical Grease Control

Grease Release from Vaporooter is the most effective weapon in the underground war against grease, fats and oils. Even today's growing amount of grease invading your system is no match for Grease Release.

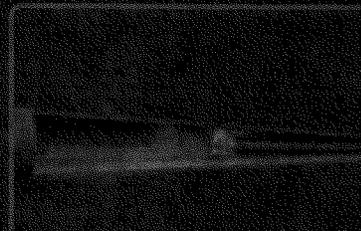
Your system is getting slammed with grease from every direction – restaurants, homeowners, industrial plants and more. It just wasn't designed to handle the onslaught, so reach for a new and powerful tool to get the job done – Grease Release from Vaporooter.

Interior pipe surfaces are porous which gives grease a foothold to hang on and accumulate. The answer for a growing number of municipalities and contractors is Grease Release.

Using any jetter, scientifically formulated Grease Release blasts out grease all the way down to and into the pores where it clings. Grease Release then coats the pipe surfaces with a grease-repelling barrier that slows future build-ups and makes future cleaning easier and less frequent.



Grease Release is injected into the jetting stream to penetrate blockages, dissolving grease and leaving a trail of foam that penetrates and dissolves grease.



After a few minutes, retrieve the hose while jetting to remove and dissolve any remaining grease leaving the pipe and your hose squeaky clean.

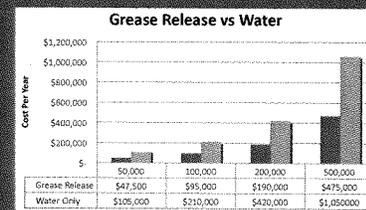
REDUCE YOUR CLEANING COSTS

Grease Release significantly reduces your cleaning cost per foot because jetting with water alone takes much longer, uses more water, fuel and valuable crew time. In addition, Grease Release dramatically reduces the number of times that line needs to be revisited each year. It's simple math. Grease Release will eliminate your grease problems while saving you valuable budget dollars. This graph illustrates the savings you can attain by using Grease Release.

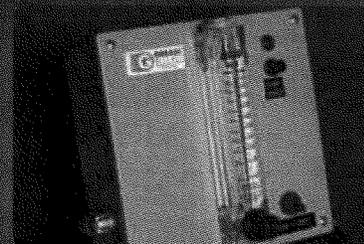
Use Grease Release without risk. Its performance is guaranteed.

The Grease Release Metering System

Get the most out of every drop of Grease Release with the optional metering system. It's engineered to deliver the exact concentration on demand, eliminating the expense of under-applications and over-applications. The Grease Release Metering System installs quickly and easily on any jetter truck.



Graph shows the costs of cleaning 50,000 to 500,000 feet per year with Grease Release versus using water only. We will gladly plug in your exact numbers to show you the specific savings for your city.



Microbial Grease Control

Vaporooter offers a line of microbial grease removers that are effective, non-toxic weapons in your arsenal to remove grease, fats and oils to help maintain grease-free lines to maximize flow.

MicroJet™

MicroJet™ is a microbe enriched surfactant engineered to provide excellent cleaning properties plus beneficial bacteria that literally eat away grease, fats and oils in drain lines, sanitary sewers and lift stations.

MicroJet is applied like any ordinary surfactant using a jetter truck. The surfactant provides superior initial cleaning while injecting millions of bacteria that destroy the grease clinging to the interior of a pipe, essentially breaking it down to harmless water and carbon dioxide. MicroJet leaves behind a bacteria infused coating on the surface to suppress future buildup.

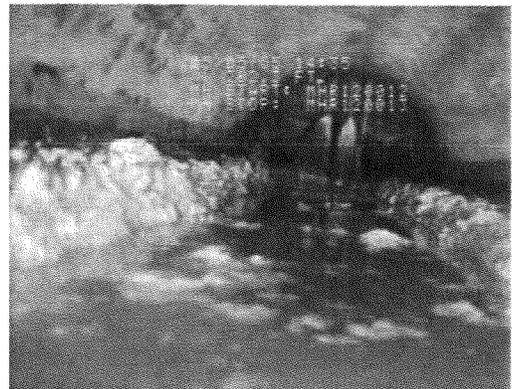
BioPlug

Halt the build-up of fats, oils and grease in wastewater systems with a simple, labor-free maintenance program using BioPlug. Grease, as well as sugar and starches, are continuously and automatically stopped from forming for up to 30 days at a time.

Most products on the market contain high concentrations of enzymes that claim to liquefy grease; however, the grease simply re-solidifies, in effect moving the mass downstream. BioPlug is different. It releases trillions of natural aerobic bacteria that literally eat grease and organic buildup in the sewer lines. BioPlug contains eight strains of highly effective grease-metabolizing bacteria that accelerate the bioremediation process, essentially turning grease into harmless carbon dioxide and water.

BioPlug is available in two unique formulations: **BioPlug L**, formulated for use in lift stations, and **BioPlug CS**, for use in sewer lines. BioPlug CS is designed for use in sewer lines, suspended from the underside of manhole covers. As it floats, it releases bacteria at a rate that matches the flow of water for peak control of fats, oils and grease.

BioPlug contains no enzymes, surfactants or chemicals, making it environmentally friendly to use. It fully eliminates grease and oils, and leaves nothing behind for further treatment, making it the method of choice for municipalities and institutions across the country. MicroJet is recommended to provide initial cleaning or line preparation when using either BioPlug product and may also be used as part of a routine maintenance program.





VAPOROOTER[®]

To learn more about Vaporooter*, Grease Release
and other sanitary sewer products, or for general sales
and distribution requests, please contact us.

1-800-223-3684 • www.vaporooter.com

VAPOROOTER

1550 East Old 210 Highway • Liberty, MO 64068
Vaporooter is a Restricted Use Pesticide.



Material Safety Data Sheet

SANAFOAM VAPOROOTER® II

Metam Sodium/Foaming Agent

Section 1. Product and Company Identification

Product Name: SANAFOAM VAPOROOTER® II
Product Code: V-F-SAN-VAPOA, V-F-SAN-VAPOC, V-F-SAN-VAPOU
Effective Date: June 2011
Code of preparation: Root control
Manufacturer Information:
 Douglas Products and Packaging Company
 1550 East Old 210 Highway
 Liberty, Missouri 64068
 Information Phone: (816) 781-4250
 Emergency Phone: Chemtrec (800) 424-9300

Section 2. Ingredients and Hazards Identification

Hazardous Components		Occupational Exposure Limits			
Component	CAS Number	OSHA PEL	ACGIH TWA	Weight Percent	Section 313
Metam sodium	137-42-8	None listed	None listed	30	Yes
Isopropyl alcohol (IPA)	67-63-0	400 ppm 980mg/mg3	200 ppm	1	Yes
Foaming agent	Proprietary			69	No
Dichlobenil 50W	1194-65-6	NE	NE	.005	No

This product contains the following EPCRA Section 313 chemicals subject to the reporting requirements of Section 313 of the Emergency Planning and Community Right-To-Know Act of 1986 (40 CFR 372).
 The volume of this container is 18.93 L (gallons)

Section 3. Hazard Identification

CAUTION: INGESTION OF PRODUCT MAY BE HARMFUL OR FATAL



Corrosive Environmental

This product is one of the two components used for root control in underground pipes. The products are shipped in one package, of Dichlobenil, container(s) with Metam Sodium solution and then they are mixed following specific instructions prior to the time of use. The product cannot be used by the general public. The chemical is used only by a professional trained person(s) with specialized equipment. The product is a combination pack of a water soluble bag of dry Dichlobenil and a liquid container with Metam sodium and a foaming agent. The liquid is corrosive and combustible. Please read the directions on the label and wear proper personal protective equipment (PPE)

Potential Acute Health Effects:

Eyes: Causes eye irritation

Skin: Expected to cause irritation to the skin

Inhalation: Vapors may cause respiratory irritation may cause damage to central nervous system

Ingestion: Harmful if swallowed

Delayed or other Health Effects:

Contain material that may cause adverse reproductive effects on animal data.

Target Organs:

May cause damage to the person's central nervous system and the kidney on repeated ingestion.

Section 4. First Aid Measures

Special instructions: Note to physicians: Treat symptomatically. Contact poison control center for further information.

Inhalation: Remove victim to fresh air. If breathing has ceased, clear the victim's airway and start rescue breathing. If breathing difficult, give oxygen. Seek medical help immediately.

Eyes: Immediately flush eyes with copious amounts of clear, cool running water for a minimum of 15 minutes. Hold the eyelids apart during the flushing to ensure rinsing the entire surface of the eyes and lids with water. Seek medical help immediately. If there is a delay in getting medical attention, repeat the process for 15 more minutes.

Skin: Immediately flush all affected areas with large amounts of clear water for at least 15 minutes. Remove the contaminated clothing. Do not attempt to neutralize with chemical agents. If skin swelling and irritation persists, seek medical attention immediately.

Ingestion: Immediately dilute the swallowed product by giving copious amounts of clean water. DO NOT induce vomiting. If victim vomits continue to give clear water again. Never give anything to a victim that is unconscious. Seek medical attention immediately

Section 5. Fire Fighting Measures

Suitable extinguishing media: Dry chemical, non-polar foam, carbon dioxide, avoid addition of water spray or fog.

Extinguishing media must not be used for safety reasons: Water may cause generation of toxic and flammable fumes of

Methylisothiocyanate (MITC) and hydrogen sulfide (H2S).

Special exposure hazards in fire: Oxides of nitrogen, MITC and H₂S.

Special protective equipment for fire-fighters: Wear self-contained breathing apparatus and chemical and fire resistant protective gear.

Other instructions: Clean all protective clothing before re-use. Avoid the use of water based cleaning materials

Section 6. Accidental Release Measures

Personal precautions: Wear proper PPE see section 8. Work in well-ventilated area and use air-supplied respirators, chemical resistant boots, gloves, long sleeve shirts, long pants and safety goggles.

Environmental precautions: Avoid discharge into any water source.

Methods for cleaning up: Cover with an inert absorbent material to absorb the liquid and vapors. Contact with moisture can create the toxic and flammable gases of MITC and H₂S. Use non-sparking tools to sweep and pick up the absorbed materials and place in a plastic container with a lid for disposal.

Other instructions: Contact governmental agencies to secure instructions about disposal.

Section 7. Handling and Storage

Handling: Prevent skin contact. Wear PPE suggested in section 8. Do not breathe the fumes. Wash thoroughly after handling.

Specific use(s): The prevention of tree root re-growth and entry into sanitary, septic and sewers following a mechanical process.

Storage: Do not store below 0°C (32°F), product crystallizes at lower temperatures. Store in cool-dry well-ventilated area. Keep out of sunlight.

Section 8. Exposure Control/Personal Protection

Exposure limit values

HTP values: None listed for Metam sodium, however the degradation product MITC has very low inhalation value of 1.9 mg/L.

Other limit values: Metam sodium produces MITC when in contact with water.

Exposure controls

Occupational exposure controls: Wear all the following PPE when loading, handling or mixing.

Respiratory protection: A properly fit-tested approved respirator (NIOSH/MSHA) with organic vapor cartridges. Air-supplied respirators are preferred.

Hand protection: Wear chemical resistant gloves

Eye protection: Wear safety goggles or safety glasses under a face shield.

Skin protection: Chemical resistant suit with long pants and sleeves. Wear chemical resistant boots.

An eye wash station and safety shower should be located near the work area. Note there are portable eye wash and shower stations available to provide this protection in areas without plumbing.

Section 9. Physical and Chemical Properties

GENERAL INFORMATION: THE PRODUCT IS A LIQUID LIGHT YELLOW-GREEN COLOURED LIQUID WITH SLIGHT SULFUR ODOR.

Important health, safety and environmental information: Wear specified PPE as outlined in section 8 and on the label. Process requires specialized application equipment operated by trained staff. Avoid mixing with acidic material as hydrogen sulfide gas may occur.

Bulk Density	1.2 kg/L (10.1 lb/gal)	% Volatiles by Volume	82% (@ 150°C (302 °F))
Specific Gravity (H₂O)=1	1.15 for liquid	Freezing Point	0 °C (32 °F)
Solubility	Soluble in water	Boiling Point	112°C (234°F)
pH	7.5-9.5 for the liquid component	Flash point	64.6 °C(200 °F)
Other	1% IPA		

Section 10. Stability and Reactivity

Conditions to avoid: Avoid contact with brass with liquid as it will decompose.

Materials to avoid: Acid mixing with acidic materials as hydrogen sulphide gas may evolve.

Hazardous decomposition products: Methylisothiocyanate (MITC) is formed in contact with water.

Section 11. Toxicological Information

Acute toxicity:

Metam sodium MITC

Oral LD₅₀ = 812 mg/kg 55-220 mg/kg

Dermal LD₅₀ =>2020 mg/kg 33-202 mg/kg

Inhalation LC₅₀ = 2.28 mg/L 1.9 mg/L(1 hr)

Irritation and corrosiveness: Corrosive

Material Safety Data Sheet

SANAFOAM VAPOROOTER® II

Metam Sodium/Foaming Agent

Sensitisation: Sensitizer

Sub-acute, sub-chronic and prolonged toxicity: Animal studies have shown evidence of developmental, mutagenic and carcinogenic.

Empirical data on effects on humans: Corrosive and toxic

Section 12. Ecological Information

Aquatic toxicity: This product is toxic to fish.

Other adverse effects: Keep out of all waterways

Section 13. Disposal Considerations

Disposal must be at approved an approved waste facility for chemical waste. The empty container must be triple rinsed prior to disposal. Consult the label and governmental regulatory agencies for the proper disposal procedures.

Section 14. Transport Information

UN number: UN3266

Packing group: III

Ground transportation: UN3266, Corrosive liquid, basic, inorganic, N.O.S. (Sodium -methylthiocarbamate (Metam Sodium), 8, III, Marine Pollutant, ERG#153, NMFC #44155, Sub 4, Sanafoam Vaporooter® II

Sea transport IMDG class: 8

Correct Technical name: Sanafoam Vaporooter® II

Other information: DO NOT SHIP BY AIR.

Section 15. Regulatory Information

The label shows a DANGER, Corrosive warning

Names of the ingredients given on the label: Metam sodium/foaming agent/Isopropyl alcohol

R phrases: Reacts violently with water (R14), Contact with water liberates extremely flammable gases (R15), Harmful by inhalation (R20), Harmful in contact with skin (R21), Harmful if swallowed (R22), Irritating to eyes (R36), Harmful to aquatic organisms (R52)

S phrases: Keep in cool place (S3), Keep container tightly closed (S7), Keep container in a well-ventilated place (S9), Avoid contact with skin (S24), Avoid contact with eyes (S25), Take off immediately all contaminated clothing (S27), After contact with skin, wash immediately with plenty of soap-suds (S28), Do Not empty into drains (S29), Wear suitable protective clothing (S36), Wear suitable gloves (S37), Wear eye/face protection (S39), If swallowed, seek medical advice immediately and show

EPCRA 311/312 Categories:

Immediate (Acute) Health Effects: Yes

Delayed (Chronic) Health Effects: Yes

Fire Hazard: No

Sudden Release of Pressure: No

Reactivity: No

Right to know classification: Metam sodium and IPA are listed in CA, PA, MN, MA, MI, FL and NJ

Section 313: Yes for IPA

TSCA: None

Reportable Quantity (RQ): None

Prop. 65: Not listed

WHMIS: Class E (Corrosive) Metam sodium, Class B (Flammable) Isopropyl alcohol

Metam sodium and IPA are listed in chemical inventories in: AICS, ECL, EEC, ENCS, EU, Israel, MAC, MAK, MITI, PICCS, SWISS, Taiwan, USA and UK

Abbreviations:

AICS	Australian Inventory of Chemical Substances
CAS #	Chemical Abstract Service Number
°C	Celsius temperature scale
°F	Fahrenheit temperature scale
ECL	Korean Existing Chemicals List
EEC	European Economic Commission
ENCS	Japanese Existing and New Chemical List
EINECS #	European Inventory of Existing Chemical Substances
Number	
EU	European Union
(Israel)	2001 proposed list of chemical substances to be regulated under Israel Hazardous Substances Law and Regulations List
MAC	Netherlands
MAK	Germany
MITI	Ministry of International trade and Industry
NA	Not applicable
PEL	Permissible Exposure Limit
PICCS	Philippines Inventory of Chemicals and Chemical Substances
PPE	Personal Protective Equipment
Prop	Proprietary
NA	Not applicable
ND	Not determined

STEL	Short Term Exposure Limit
SWISS	Giffliste 1
SWISS	Inventory of Notified New Substances
TLV	Threshold Limit Value
TSCA	Toxic Substance Control Act
TWA	Time Weighted Average
(Taiwan)	
List of Toxic Chemical Substances regulated under Taiwan Toxic Chemical Substances Control Act of 1086	
USA	United States of America
UK	United Kingdom

Section 16. Other Information

Hazardous Material Information (HMIS)
Protection Association (NFPA)

National Fire

Health	3	K	Personal Protection
Fire	1	1	Instability
Reactivity	1		

Health 4 Deadly 3 Extreme Danger 2 Dangerous 1 Slight hazard 0 No hazard
 Fire 4 < 73 °C 3 < 100 °C 2 < 200 °C 1 > 200 °C 0 Will not burn
 Reactivity/Instability 4 – May detonate 3 Explosive 2 Unstable 1 Normally stable 0 Stable

Disclaimer:

The information is furnished without warranty, representation, inducement, or license of any kind, except that it is accurate to the best of Douglas Products and Packaging, Inc.'s knowledge. Because use conditions and applicable laws may differ from one location to another and may change with time, Recipient is responsible for determining whether the information is appropriate for recipient's use. Since Douglas Products and Packaging, Inc. have no control over how this information may be ultimately used, all liability is expressly disclaimed and Douglas Products and Packaging, Inc. assume no liability.

From: no-reply@egov.com

Sent: Wednesday, November 07, 2012 3:22 PM

To: registration

Subject: NE. On-line Pesticide Registration

Nebraska Department of Agriculture

Dealer/Pesticide Renewal Information

=====

The following have been renewed:

ID: 1015-68

NAME: MAX KILL VAPO-CIDE

ID: 1015-69

NAME: MAX KILL DUSTA-CIDE 6

ID: 1015-70

NAME: SANAFOAM VAPOROOTER II

ID: 70506-13-1015

NAME: PHOSFUME FUMIGATION TABLETS

ID: 70506-14-1015

NAME: PHOSFUME FUMIGATION PELLETS

ID: 1015-76

NAME: PHOSFUME 2 TABLETS

ID: 1015-76

NAME: PH3 TABLETS

ID: 1015-74

NAME: PHOSFUME 2 PELLETS

ID: 1015-74

NAME: PH3 PELLETS

ID: 1015-67

NAME: DOUGLAS PYRETHRIN 5

The total fee charged to you was \$2,051.55

Your confirmation number is: 3876878

If you have any questions please call 402-471-2394.

The total payment covers the amount you owe as well as the operating costs, incurred by the Nebraska.gov Network Manager, Nebraska Interactive, LLC contracted by the Nebraska State Records Board (NSRB) to provide online services for Nebraska government agencies, including the State's portal (www.Nebraska.gov). Nebraska Interactive builds and manages online solutions that help Nebraska government realize greater operational efficiencies by allowing citizens to interact quickly and easily with their government.

POST IN CONSPICUOUS PLACE

NONTRANSFERABLE

STATE OF IOWA

DEPARTMENT OF AGRICULTURE & LAND STEWARDSHIP

DES MOINES

FEE \$ PAID

NO. PD 05046 000

PESTICIDE DEALER LICENSE

TRANS-IOWA EQUIPMENT LLC
4607 SE RIO COURT
ANKENY IA 50021

THE AFORESAID, HAVING DEPOSITED THE REQUIRED FEE, IS HEREBY GRANTED THE ABOVE LICENSE PURSUANT TO SECTION 206.8, CODE OF IOWA. THIS LICENSE SHALL REMAIN IN FULL FORCE FROM THE DATE OF ISSUE UNTIL ITS EXPIRATION DATE, UNLESS REVOKED OR SUSPENDED FOR CAUSE BY THE SECRETARY OF AGRICULTURE FOR NONCOMPLIANCE WITH IOWA CODE CHAPTER 206 OR RULES PROMULGATED PURSUANT THERETO.

DATE OF ISSUE
EXPIRES

JUNE 29, 2012
JUNE 30, 2013.



SECRETARY OF AGRICULTURE
AND LAND STEWARDSHIP

SPECIFICATIONS METAM BASED SEWER ROOT CONTROL HERBICIDES

1. GENERAL

- 1.1 The purpose of this document is to specify a product to control tree roots in sewers.
 - 1.1.1 The product must be applied via the foaming method of application.
 - 1.1.2 Chemicals designed to be applied by soaking, spraying, dusting, pouring down manholes, or other methods of application will not be considered.
- 1.2 The active ingredients in the chemical root control agent shall be Metam Sodium and Dichlobenil.
 - 1.2.1 Only products that contain both of these active ingredients specifically labeled for use in sewers to control tree roots will be considered.
- 1.3 Bidder must submit bid, bid documents and all supporting material via e-bid.
- 1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Shelly Hinze, Buyer (rhinze@lincoln.ne.gov) Or Fax:(402)441-6513.
 - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.

2. COMPLIANCE WITH APPLICABLE LAWS

- 2.1 In accordance with federal and state law, only products which are currently registered with the USEPA, and with the Nebraska Department of Agriculture will be considered.
- 2.2 Bidders must be licensed as pesticide dealers with the Nebraska Department of Agriculture (DOA) before filling any orders placed for materials by the City, as required by law.
- 2.3 All packaging, and shipping procedures must comply with federal and state DOT laws and Regulations.

3. TYPE AND COMPOSITION OF THE CHEMICAL ROOT CONTROL AGENT

- 3.1 The product shall be composed of these components:
 - 3.1.1 Metam Sodium: The Metam Sodium shall be packaged and labeled separate from other component ingredients and formulated as a water soluble liquid containing a minimum of 32.7% AI (active ingredient) by weight.
 - 3.1.2 Dichlobenil: The dichlobenil shall be formulated as a minimum 50W wettable clay powder.
 - 3.1.3 A 5 gallon unit of chemical root control product, must contain 30 ounces of 50W dichlobenil-- 15 ounces active Dichlobenil herbicide, and 15 ounces of wettable clay.
- 3.2 Foaming Agent: The foaming agent, when mixed as a 1% aqueous solution and applied through standard foam application equipment, shall produce a small bubble, dense foam capable of sustaining its shape and remaining on treated roots for a period of one hour.

4. PACKAGING

- 4.1 Containers must meet all DOT and OSHA requirements for the product supplied.
- 4.2 All pesticide containers shall be pelletized and shrunk wrapped.
- 4.3 To ensure product stability, freshness and shelf life, all three product components must be packaged in separate containers.
 - 4.3.1 In particular, the Metam Sodium must not be formulated or mixed with the foaming surfactant.
- 4.4 To minimize the potential for drift, the Dichlobenil powder will be packaged in a wide mouth jar for easy pouring.
 - 4.4.1 Plastic bags that must be cut and shaken, to empty product, are not acceptable.

5. EQUIPMENT COMPATIBILITY

- 5.1 Bidders must warrant that the materials bid herein are compatible for use with the City's trailer mounted Irrigation Engineering Hose Thruster, the current chemical root control equipment used.

6. GUARANTEE

- 6.1 The Bidder shall guarantee the chemical product as follows.
 - 6.1.1 The Bidder guarantees the products shelf life for two years from the date of the delivery.
 - 6.1.2 Any chemical product that is determined by the City to be defective in foam quality, and/or chemical composition, within this 2 year period, will be returned to the Bidder, at their expense, for a full refund.

7. REQUIREMENTS CONTRACT

- 7.1 The City is not obligated to any minimum or maximum quantities under the contract.
- 7.2 Estimated purchases not to exceed \$25,000.00 per year.
- 7.3 The City intends to order on an as-needed basis, although nothing in this document or elsewhere in the contract documents shall be construed as obligating the City to do so.
- 7.4 Upon receipt of an order, the Bidder will deliver all chemical product to the City, within thirty calendar days.
- 7.5 The City reserves the right to inspect and test all chemical product as it is delivered, and to reject any chemical product that in the opinion of the City is unsatisfactory.

8. CONDITIONS OF SALE

- 8.1 The City will employ trained and experienced applicators to handle and use pesticides.
- 8.2 The City will comply with all State and Federal laws governing the use of pesticides, and obtain all necessary licenses and permits required to apply the chemical product specified herein.
- 8.3 The product specified herein is for the sole use of the City, and is intended strictly for use by appropriate City personnel on the City's sanitary sewer systems.

9. BASIS FOR AWARD

- 9.1 Proposals will be evaluated based on several factors, including:
 - 9.1.1 Price quoted by the Bidder
 - 9.1.2 Quality of foam, as judged by City' personnel
 - 9.1.3 Formulation and packaging of product

10. SUBMITTAL

- 10.1 The following must be attached to the Response Attachments section of the ebid:
 - 10.1.1 Specimen labels
 - 10.1.2 A description of product packaging, including brochures
 - 10.1.3 Material Safety Data Sheets
 - 10.1.4 Copy of the product registration with the State of Nebraska Department of Agriculture.
 - 10.1.5 Copy of Bidders state pesticide dealer's license.
- 10.2 Failure to include the above will be judged by the City as unresponsive, and will disqualify the bid.

SPECIAL PROVISIONS FOR TERM CONTRACTS

PURCHASING DEPARTMENT CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA

1. ESTIMATED QUANTITIES

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

2. CONTRACT PERIOD

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

3. BID PRICES

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

7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.

9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.

10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

4. CONTRACT ADMINISTRATION

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

5. QUARTERLY REPORT

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

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

E-Bid

1. **BIDDING PROCEDURE**

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

2. **BID SECURITY**

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

3. **BIDDER'S REPRESENTATION**

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

4. CLARIFICATION OF BIDDING DOCUMENTS

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

5. ADDENDA

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

6. INDEPENDENT PRICE DETERMINATION

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

7. ANTI-LOBBYING PROVISION

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

8. BRAND NAMES

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

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the City of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

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

11. WARRANTIES AND GUARANTEES

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

12. ACCEPTANCE OF MATERIAL

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

13. BID EVALUATION AND AWARD

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

14. INDEMNIFICATION

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

15. TERMS OF PAYMENT

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

16. LAWS

16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.

16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations, including those concerning the handling and disclosure of private and confidential information from individuals and corporations as to inventions, copyrights, patents and patent rights.

16.3 If there are any conflicts or inconsistencies between the Bidder's documents and the City's, the City's documents shall control.

17. EQUIPMENT TAX ASSESSMENT

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

18. AFFIRMATIVE ACTION

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

19. LIVING WAGE

19.1 The Bidder shall be responsible for determining whether it is subject to the Living Wage ordinance in the event it is awarded the contract.

19.2 If the contract is subject to the City Living Wage pursuant to Section 2.81 of the Lincoln Municipal Code, the Bidder agrees to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage. This wage is subject to change every July.

20. INSURANCE

20.1 All Bidders shall take special notice of the insurance provisions required for City contracts (see *Insurance Requirements for All City Contracts*).

21. EXECUTION OF AGREEMENT

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

a. **PURCHASE ORDER**, unless otherwise noted.

1. This contract shall consist of a City of Lincoln Purchase Order.

2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.

b. **CONTRACT**, unless otherwise noted.

1. City will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.

2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).

3. The City will sign and date the Contract and prepare an Executive Order or Directorial Order for signature.

4. Upon approval and signature, the City will return one copy to the successful Bidder.

22. TAXES AND TAX EXEMPTION CERTIFICATE

22.1 The City is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

23. CITY AUDIT ADVISORY BOARD

23.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make Available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

24. E-VERIFY

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