

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
SCRAP TIRE RECYCLING
QUOTE NO. 4764**

**Uribe Refuse Services
4600 No. 48th
Lincoln, NE 68504
402.467.1239**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2014, by and between **Uribe Refuse Services, 4600 N. 48th, Lincoln, NE 68504**, 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 for Scrap Tire Recycling, Quote No. 4764 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:

The 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. The total cost of products or services for City departments shall not exceed \$16,000.00 during the contract term without approval.

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/Supplier Response
 3. Affidavit
 4. Addendum #1
 5. Special Provisions
 6. E.O. # 83319 for City Affidavits
 7. Insurance Requirements
 8. Instruction to Bidders
 9. Specifications
 10. Sales Tax Exemption Form 13
 11. State of Nebraska Department of Environmental Quality Waste Tire Hauler Permit

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:

ATTEST:

Secretary (SEAL)

Write Scrap tires, LLC
Name of Corporation

4600 N 48th Lincoln, NE 68504
(Address)

By: Bradley C Lind
Duly Authorized Official

President
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

Bid Creator Shelly Hinze, Buyer
 Email rhinze@lincoln.ne.gov
 Phone 1 (402) 441-8313
 Fax 1 (402) 441-6513

 Bid Number 4764 Addendum 1
 Title Annual Requirements for
 Scrap Tire Recycling
 Bid Type Quote
 Issue Date 03/24/2014
 Close Date 3/31/2014 11:00:00 AM CT
 Need by Date

Contact Information

Address Purchasing
 440 S. 8th St.
 Lincoln, NE 68516
 Contact Shelly Hinze, Buyer
 Purchasing
 Department
 Building
 Suite 200
 Floor/Room
 Telephone 1 (402) 441-8313
 Fax 1 (402) 441-6513
 Email rhinze@lincoln.ne.gov

Ship to Information

Address Public Works & Utilities,
 Recycling
 2400 Theresa St.
 Lincoln, NE 68521
 Contact Gene Hanlon

 Department
 Building

 Floor/Room
 Telephone (402) 441-8735
 Fax
 Email

Supplier Information

Company Uribe Refuse Services
 Address 4600 N 48th

 Lincoln, NE 68504
 Contact Kelly Newton or Chuck Uribe
 Department
 Building
 Floor/Room
 Telephone 1 (402) 467-1239
 Fax 1 (402) 467-1246
 Email kelly@uriberefuse.com
 Submitted 3/28/2014 2:55:34 PM CT
 Total \$5,850.00

Signature

Supplier Notes

Uribe Refuse Services, Inc is a third generation, family owned and operated company that provides quality solid waste management to the residents of Lincoln and the surrounding communities. As of January 1, 2014, Uribe Refuse purchased a scrap tire company that is certified by the State of Nebraska (Uribe Scrap Tires, LLC)

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
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	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
7	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 escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	(a) yes (b) yes (c) prices good through May 2016
8	References	List three references to include a contact person, address, telephone number and a listing of the type of work completed for them.	Y
9	Recycling Services Plan and Disposition Report	I acknowledge that I have attached my Recycling Services Plan and my Disposition Report in the suppliers response section of my bid.	Y
10	Collection and Processing Alternative	State or attach your alternative approach to weighing containers and determining weight per section 2.8 of specifications.	roll off containers will be weighed on our state certified scale on our property providing an exact weight for each roll off serviced
11	Violations	Has your company ever been in violation with the Nebraska Department of Environmental Quality or other State of local regulatory agency regarding the transportation, storage, processing or end uses for scrap tires. ____ Y/N. Explain.	No
12	Compliance	I acknowledge that I have attached any violation with explanation from the Nebraska Department of Environmental in the suppliers response section of my bid.	Y
13	Contact	Name of person submitting this bid:	Brad Uribe
14	Electronic Signature	Please check here for your electronic signature.	Yes
15	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	10	40 cu. yd. roll-off	Collection, Transportation and Processing of Scrap Tires	\$100.00

Item Notes: Unit price is per 1 - 40 cubic yard roll-off

Supplier Notes:

2	10	40 cu. yd. roll-off	Processing Charge	\$485.00
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Item Notes: Unit price is per 1 - 40 cubic yard roll-off.

Supplier Notes:

Response Total: \$5,850.00

**STATE OF NEBRASKA
DEPARTMENT OF ENVIRONMENTAL QUALITY
WASTE TIRE HAULER PERMIT**

Pursuant to the authority and requirements of the Integrated Solid Waste Management Act, Neb. Rev. Stat. §13-2033 et seq., the Nebraska Environmental Protection Act, Neb. Rev. Stat. §81-1501 et seq., and Nebraska Administrative Code Title 132 - Integrated Solid Waste Management Regulations, (Title 132) the following Waste Tire Hauler Permit (hereafter referred to as Permit) is hereby issued to the following waste tire hauler (hereafter referred to as Permittee).

PERMITTEE: Uribe Scrap Tires, LLC
ADDRESS: 4600 N 48th Street, Lincoln, NE 68504

PERMIT NUMBER: 14-052-H000
ISSUE DATE: April 1, 2014
EXPIRATION DATE: March 31, 2015

This Permit authorizes the Permittee, personally or by its own employees, to pick up, haul, and transport waste tires in Nebraska for the purpose of processing or recycling in accordance with the Integrated Solid Waste Management Act and Title 132, or to transport waste tires to a location authorized to accept waste tires out of state. Disposal of waste tires or depositing waste tires in any form into waters of the state is strictly prohibited except in accordance with Title 132, Chapter 14. If the Permittee accumulates, processes, or recycles waste tires, the Permittee must also comply with all rules and regulations applicable to these activities. Compliance with this Permit does not relieve or excuse the Permittee from complying with all other applicable laws, rules or regulations.

PERMIT CONDITIONS:

1. The contents of the permit application are made a condition of this Permit upon issuance. If the Permittee wishes to change any part of the permit application, the Permittee shall submit the proposed change as a permit modification in accordance with Title 132, Chapter 2. The Permittee shall submit any proposed permit modifications to the Department as revised pages to the permit application and must include a revision date on each page. The Permittee must incorporate all revised pages approved by the Department into the approved permit application.
2. This Permit is issued for a one (1) year term. The Permittee must file a renewal application at least 60 days prior to the permit expiration date if the Permittee wishes to continue the permitted activity.
3. This Permit is not transferable and may not be assigned, consigned, loaned, or subcontracted to any other person. No other person or entity, including any of Permittee's parent or subsidiary businesses, is authorized by this Permit to haul tires or provide labor or hauling services as an independent contractor or in any other contractual capacity.
4. The Permittee shall submit an annual report to the Department by January 31 of each year on a form provided by the Department. The report shall include the name and location of every business/individual where the waste tires were collected and delivered. The report shall specify the annual quantity or weight and type of waste tires collected or delivered for each location. The report shall cover hauling activities occurring from January 1 through December 31 of the previous calendar year.
5. The Permittee shall establish and maintain financial assurance in the amount of \$5,000, as required by Title 132, Chapters 8 and 14, until released from this requirement by the Department. If the Permittee violates any of the terms or conditions of this permit, including damages caused by improper disposal of waste tires or waste tire material, the Director may declare all or any appropriate part of the financial assurance to be forfeited.
6. The Permittee shall keep and maintain a copy of this Permit and all records concerning permitted activities at the Permittee's primary business location stated above, unless the Department is notified and approves an alternate location. The Permittee shall allow full access to existing and available records and shall allow Department inspectors, entry and access, during reasonable hours, to any building, area, or place, for inspection purposes.
7. The Permittee shall furnish to the Department, within a reasonable time, any relevant information which the Department may request to determine whether cause exists for modifying, revoking, or suspending this Permit or to determine compliance with this Permit. The Permittee shall also furnish to the Department, upon request, copies of records required by Title 132 and this Permit.
8. The Permittee and its employees shall carry a copy of the permit card provided by the Department in each vehicle used for hauling waste tires and shall provide a copy of the permit card to all entities where waste tires are collected by the Permittee.
9. The Permittee shall mark all equipment used for picking up, hauling, and transporting waste tires with the following information to be displayed on each side of the equipment, in letters and figures large enough to be read easily at a distance of fifty (50) feet and in a color in contrast to the background:
 - The name of the permitted waste tire hauler
 - The city and state address of the permitted waste tire hauler
 - The permit number of the waste tire hauler

This permit is subject to modification, suspension, or revocation, in whole or in part, during its term for cause including but not limited to a violation of any of the conditions of the permit or for having obtained the Permit by misrepresentation or failure to disclose fully all relevant facts. Pursuant to the Delegation Memorandum dated April 20, 2000, the undersigned has been delegated the authority to execute this document.

Signed this 14th day of March, 2014
William C. Sidley
William C. Sidley, Waste Management Section Supervisor
Waste Management Division

Recycling Services Plan and Disposition

(4.2) Scrap tires will be hauled by one of our roll-off trucks and using the two City of Lincoln owned 40 yard containers. The roll off containers will be brought to our facility at 4600 N 48th St., scaled and unloaded and returned to the collection sites that same day.

The tires will ultimately be transported to our processor, Entire Recycling, Inc in Rock Port, MO. where they are shredded into 2" chips (crumb rubber) and used in several applications. Some of the Crumb Rubber applications are as follows: artificial athletic turf infill, loose fill playground or mulch, highway asphalt, and floor mats for agricultural or home use.

References:

Patty Moyle
Plant Service Office Manager
Union College
3800 South 48th Street
Lincoln Nebraska 68506
pamoyle@ucollege.edu
402-486-2536 phone
402-486-2541 fax

Rick Ihde
Facilities Director
Concordia College
800 North Columbia
Seward, NE 68434
402-643-7415
402-429-1895

Heritage Builders
Kathy Hovermale
5950 Vandervoort Dr
Lincoln, NE 68516
402-421.3333

Services Provided:

Trash hauling and recycling

Trash hauling and recycling

Trash hauling and recycling

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, I, Brad Uribe, herein below known as the Contractor, state under oath and swear as follows:

- 1. Each individual performing services for the Contractor is properly classified under the Employee Classification Act.
- 2. The Contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services.
- 3. The Contractor has complied with Neb Rev Stat 4-114.
- 4. The Contractor has no reasonable basis to believe that any individual performing services for the Contractor is an undocumented worker.
- 5. The Contractor is not barred from contracting with the state or any political subdivision pursuant to section 12 of this Act.
- 6. As the Contractor I understand that pursuant to the Employee Classification Act a violation of the Act by a contractor is grounds for rescission of the contract by the City. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with the City for a period of three years after the date of discovery of the falsehood.

I hereby affirm and swear that the statements and information provided on this affidavit are true, complete and accurate. The undersigned person does hereby agree and represent that he or she is legally capable to sign this affidavit and to lawfully bind the Contractor to this affidavit.

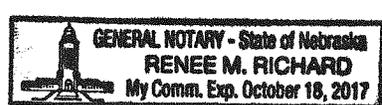
PRINT NAME: Bradley Charles Uribe
 (First, Middle, Last)

SIGNATURE: *Bradley C Uribe*

TITLE: President

State of Nebraska)
) ss.
 County of Lancaster)

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 7 day of APRIL, 2014.



Renee M Richard
 Notary Public 10-18-17



Nebraska Resale or Exempt Sale Certificate

FORM
13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER				NAME AND MAILING ADDRESS OF SELLER			
Name City of Lincoln				Name Uribe Refuse Services			
Street or Other Mailing Address 555 South 10th Street				Street or Other Mailing Address 4600 N 48th			
City Lincoln	State NE	Zip Code 68508		City Lincoln	State NE	Zip Code 68504	

Check Type of Certificate

Single Purchase Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One Purchase for Resale (Complete Section A) Exempt Purchase (Complete Section B) Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold Date of Seller's Original Purchase Was Tax Paid when Purchased by Seller? Was Item Depreciable?
 YES NO YES NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____: (exempt entity)

Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign here

Authorized Signature *Sharon Mueden*

Title *ASST. Purchasing Agent* Date *4/8/14*

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE. Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from **sales** tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/regs/slstaxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).

SPECIFICATIONS FOR SCRAP TIRE RECYCLING SERVICES

1. SUPPLEMENTAL TO INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum acceptable specifications for the Annual Requirements for Scrap Tire Recycling Services.
- 1.2 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Rachelle Hinze, Buyer (rhinze@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.3.2 No direct contact is allowed between Contractor and other City staff throughout the bid process.
 - 1.3.2.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.4 The term of this contract for tire recycling services shall be for (4) four year term.
- 1.5 The Contractor shall provide insurance in accordance with the City's standard insurance clause to be used for all Owners.
- 1.6 The City's agent responsible for the administration of this contract is Mr. Gene Hanlon, Recycling Coordinator (phone no. 402/441-7043) or his designated representative.

2. SCOPE OF WORK

- 2.1 The City owns (2) 40 cubic yard open-top roll-off containers in which tires are stored at two (2) disposal facilities.
 - 2.1.1 North 48th Street Solid Waste Transfer Station located at 5101 North 48th Street
 - 2.1.2 Bluff Road Landfill located at 6001 Bluff Road
- 2.2 The Contractor shall provide scrap tire collection services at the two (2) disposal locations and transport the tires to the Contractor's place of business for processing and recycling in accordance with these Specifications.
- 2.3 The Contractor shall accept all car passenger tires, over the road truck tires, implement tires, large farm tractor tires, and heavy equipment tires for recycling purposes.
 - 2.3.1 This includes tires on rims and concrete filled tires.
- 2.4 Contractor shall transport the scrap tires to the processing center in the City-owned roll-off containers or may transfer the tires from the roll-off containers to the Contractor's specialized collection equipment for transportation to the processing center.
 - 2.4.1 The contractor shall provide (2) two 40 yd containers and rotate them with the (2) two City owned 40 yd containers.
- 2.5 City owned roll-off containers shall be returned to the disposal facility within 48 hours of servicing the containers or retain them on their property, insuring that they not be used for any other purpose and shall return the containers to the City of Lincoln the next time tires are collected from the City.
- 2.6 If the Contractor replaces the City-owned roll-offs with Contractor owned roll-offs, the containers must have a capacity of 40 cubic yards.

- 2.7 The contractor shall provide collection services within 48 hours when requested to transport the full containers of tires or establish a regular schedule to collect tires which eliminates the need for the City to store tires on the ground next to collection containers.
 - 2.7.1 The contractor shall remove all tires at each collection site during the service trip.
- 2.8 Title of ownership to all scrap tires shall pass to the Contractor upon pick up at the City's locations or delivered to the processing center by the City.
- 2.9 Under no circumstances should the Contractor store scrap tires received from the City of Lincoln without being processed for a period longer than 2 months.
- 2.10 Storage of transfer trailers or the processing of scrap tires shall not be allowed at the City's facilities.
- 2.11 Tires may be transferred by and through the end gate of the roll-off container or with a grapple device over the top of the container.
- 2.12 The total estimated annual quantity of scrap tires from the two disposal facilities varies from year to year.
 - 2.12.1 In FY 10-11 there were a total of 43.5 tons of scrap tires collected.
 - 2.12.2 In FY 11-12 there was 52.7 tons of scrap tires collected.
 - 2.12.3 In FY 12-13 there was 40.8 tons of scrap tires.
 - 2.12.3.1 There is no guarantee of quantity.
- 2.13 The total estimated annual number of 40 cubic yard roll-off containers serviced range from 8 to 12 loads per year.
 - 2.13.1 There are an average of 5 tons of tires in each roll-off container.
- 2.14 A contractor may subcontract the collection or processing portion of this contract, however the City of Lincoln must approve the subcontractor.
- 2.15 The City reserves the right to transport the 40 cubic yard roll-off container themselves.
 - 2.15.1 The City will evaluate bids to determine the cost effectiveness of contractor provided versus City provided transportation services.
 - 2.15.2 The City will only consider transporting the tires if the processing facility is in the State of Nebraska and within 75 miles of Lincoln.
 - 2.1.3 In the event that the City determines that it is in the best interests of the City to transport the tires, the contractor will be paid only the processing fee identified in the bid proposal.
- 2.16 The Contractor or subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status.
- 2.17 The City may give preference to contractors which recycle the scrap tire into a new, value added product, followed in order by energy recovery, civil engineering applications and monofilling or landfilling.

3. DISPOSITION REPORT

- 3.1 The Contractor shall provide the City on the disposition of tires received from the City of Lincoln upon request by the City.
- 3.2 Said report shall contain:
 - 3.2.1 How tires received from the City were sorted and processed.
 - 3.2.2 The annual cumulative number of tires stored on site waiting processing.
 - 3.2.3 The annual cumulative number of tires processed but awaiting to be utilized by end-user.
 - 3.2.3.1 The annual cumulative number of tires processed and end use

tires were utilized for.

- 3.2.3.2 Identify any changes to the recycling services plan that were submitted to the City regarding procedures for the collection, processing and end-uses for scrap tires received from the City.

4. RECYCLING SERVICE PLAN

- 4.1 A recycling service plan must be submitted with the unit price bid for scrap tire recycling services as an attachment to the suppliers response attachment section of the bid.
- 4.2 The plan shall include the following:
 - 4.2.1 Transportation equipment used to collect and transport scrap tires along with contractor requirements for loading, transferring or transporting scrap tires.
 - 4.2.1.1 The contractor must not interfere with the daily operations of the disposal facilities.
 - 4.2.1.2 Under no circumstances shall landfill equipment or operators be made available to contractor for loading, transferring or unloading tires for the contractor.
 - 4.2.2 Statement outlining approach to collection and processing scrap tires and beneficial end-use for the scrap tires. This must include:
 - 4.2.2.1 Location that scrap tires will be transported to and processed.
 - 4.2.2.2 List of subcontractors, if any, and role in the recycling plan
 - 4.2.2.3 Explanation on how tires are sorted and processed.
 - 4.2.2.4 End use(s) for processed tires.
 - 4.2.2.5 Location(s) of end user(s) of processed tires.
- 4.3 Failure to submit the recycling services plan with unit price bid may result in disqualification of bid.

5. COMPLIANCE WITH REGULATIONS

- 5.1 The contractor shall collect, transport, store, process and utilize all scrap tires and scrap tire derived products in compliance with local, state and federal regulations.
 - 5.1.1 Bidder must attach any permits to collect, transport or process scrap tires required by the State of Nebraska in the response attachment section of the bid.
- 5.2 Bidder's must indicate if they, or any subcontractor, have received any notice of violation or litigation related to any violation from the Nebraska Department of Environmental Quality or other state or local regulatory agency regarding the transportation, storage, processing or end uses for scrap tires.
 - 5.2.1 Bidders must explain any notice of violation or litigation and dates associated with regulatory agency action.
 - 5.2.2 If the notice of violation or litigation has not been resolved, please explain the status of the notice of violation or litigation.
 - 5.2.3 If the notice of violation or litigation has been resolved, please explain how it was resolved.
- 5.3 Violations, litigation or pending litigation may be considered as the basis for rejection of the bid or termination of any contract.
- 5.4 During the term of the contract for tire recycling services, the Contractor shall inform the City of any Notice of Violation (NOV) or litigation it receives from the Nebraska Department of Environmental Quality or other regulatory agency

regarding the transportation, storing, handling, processing or utilization of scrap tires.

5.4.1 The Contractor shall also provide information regarding their response to the Notice of the Violation or litigation and the current status of the NOV or litigation.

6. CITY'S RESPONSIBILITIES

- 6.1 During the term of the contract, the City shall agree to send all scrap tires received at the disposal facilities to the Contractor.
 - 6.1.1 In the event that other locations serve as a scrap tire collection point the cost for collection and processing services shall be converted to a per ton basis in which the per container fee is divided by 5 tons to arrive at a per ton collection and processing fee.
- 6.2 The City shall be responsible for loading 40 cubic yard open-top roll-off containers with scrap tires.
 - 6.2.1 The City shall "loose-load" the containers with no requirements for stacking or placing materials in the containers for purposes of obtaining maximum weight loads.
 - 6.2.2 The City shall notify the Contractor when a full load is available for pick up or that they will be delivering a container if the processing contractor is within 75 miles and in the state of Nebraska.
 - 6.2.3 The City and Contractor may agree on a regular schedule of service in lieu of on-call services.

7. BILLING AND INVOICING

- 7.1 Billing for collection and processing services shall be based on the average net weight of the container.
- 7.2 The Contractor shall accurately complete an invoice to the City indicating the date the roll-off container was emptied.
 - 7.2.1 The total charge for collection and processing tires shall be based on a per container basis using the estimate of 5 tons of tires per container.

8. BASIS OF PAYMENT

- 8.1 Payment shall be based on cost per container basis with an average of 5 tons of scrap tires per roll-off.
 - 8.1.1 During the term of the agreement the contractor or the City may request the actual weighing of the container to revise the average weight per container.
 - 8.1.1.1 The procedures for weighing the container as well as the total number of containers to be weighed must be mutually agreed upon by both parties.
- 8.2 The Contractor shall submit invoices to:
 - 8.2.1 Solid Waste Operations Division
2400 Theresa Street
Lincoln, NE, 68521
- 8.3 Invoices shall specify the following information:
 - 8.3.1 Date scrap tires were transported
 - 8.3.2 Estimated number of car passenger tire equivalents (100 car passenger tires per ton based on the average of 5 tons per load)
 - 8.3.3 Unit price

8.3.4 Unit price description

8.3.5 Extended total price

9. **TERMINATION**

- 9.1 The City reserves the right to inspect the Contractor's processing operation and may terminate the tire recycling services agreement for improper storage or handling of scrap tires.
- 9.2 The City may terminate the tire recycling services agreement in the event that the Contractor does not secure viable commitments to utilize their end product.
- 9.3 The City may terminate the tire recycling services agreement in the event that the State of Nebraska ends the landfill disposal of scrap tires and allows whole tires to be disposed of in sanitary landfills.
- 9.4 This Contractor may not assign the scrap tire recycling services agreement to another party without prior written approval by the City.

**Addendum #1
for
Annual Requirements for Scrap Tire Recycling
Quote 4764**

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

- Q. In lieu of a vendor's own containers would a vendor be able to send a Company truck to pull the City's box(s), bring it to the vendor's site for unloading and then return the City's container?
- A. If the Vendor can return the City-owned 40 cubic yard roll-off boxes within 24 hours of servicing the facility a Vendor may pull the roll-off box at the facility, take it to their tire processing facility, empty it, and return the city-owned container to the City's disposal facility.

All other terms and conditions shall remain unchanged.

Dated this 27th day of March, 2014.

Shelly Hinze,
Buyer

**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.