

CONTRACT DOCUMENTS

**CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
LINCOLN - LANCASTER COUNTY
PUBLIC BUILDING COMMISSION**

**ANNUAL REQUIREMENTS
FOR
PORTABLE CHEMICAL TOILET SERVICES
BID NO. 14-056**

**Eagle Services
PO Box 26
Bennington, NE 68007
402-238-2300**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2014, by and between **Eagle Services, PO Box 26, Bennington, NE 68007**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have 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 the Annual Requirements for Portable Chemical Toilet Services, Bid No. 14-056 and,

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

WHEREAS, the Owners, 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 Owners have 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 Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal.

2. The Owners agree 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 Owners:

The Owners 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 Owners shall order on an as- needed basis for the duration of the contract. The total cost of products or services for County agencies shall not exceed \$4,000.00 during the contract term without approval by the Board of Commissioners. The total cost of products or services for City Departments shall not exceed \$108,000.00 during the contract term without approval. The total cost of products or services for the Public Building Commission shall not exceed \$4,000.00 during the contract term without approval by the Board of the Public Building Commission.

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 Owners 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 Owners 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 Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' 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. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.

8. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a four (4) year term.
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Suppliers Additional Pricing Breakdown Attachment A
 4. Specifications
 5. Insurance Requirements
 6. Instruction to Bidders
 7. Notice 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 Owners 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 Owners 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 _____

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

County Law

dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

Eagle Services
Name of Corporation

P.O. Box 26
(Address) Bemington, NE 68007

By: Justin Fin
Duly Authorized Official

Vice 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		Contact Information		Ship to Information	
Bid Creator	Shelly Hinze, Buyer	Address	Purchasing	Address	
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		
Phone	1 (402) 441-8313		Lincoln, NE 68516	Contact	
Fax	1 (402) 441-6513	Contact	Rachelle Hinze, Buyer		
			Purchasing		
Bid Number	14-056	Department		Department	
Title	Annual Requirements for Portable Chemical Toilet Services	Building	Suite 200	Building	
		Floor/Room		Floor/Room	
Bid Type	Bid	Telephone	1 (402) 441-8313	Telephone	
Issue Date	02/13/2014	Fax	1 (402) 441-6513	Fax	
Close Date	2/28/2014 12:00:00 PM CT	Email	rhinze@lincoln.ne.gov	Email	
Need by Date					

Supplier Information

Company	Eagle Services
Address	PO Box 26
	Bennington, NE 68007
Contact	Leslie Fisher
Department	
Building	
Floor/Room	
Telephone	1 (402) 238-2300
Fax	1
Email	
Submitted	2/28/2014 9:16:52 AM CT
Total	\$1,306.00

Signature _____

Supplier Notes

Eagle Services has been providing Portable Restrooms for the City of Lincoln for many years. We appreciate the City's business & hope to continue our relationship with you.

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	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	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
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	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 _____	(c) If (b), state period for which prices will remain firm: through 03/31/2015 _____
7	References	List three references to include a contact person, address, telephone number and a listing of the type of work completed for them.	We have been providing the City of Lincoln with Portable Restroom Rental & Service for the past 12 years that we have owned Eagle Services. We believe the previous owner of Eagle Services provide this service for many years as well.
8	Cleaner's and Liquid Waste Hauler's permit	I acknowledge that I have attached my Cleaner's and Liquid Waste Hauler's permit under the suppliers response section of my bid.	Y
9	Advanced Notice for Units	List the number of days in advance for portable rental needs on an as-needed basis:	1 Day
10	Billing	Explain your billing process. (Monthly, prorating, etc.)	We bill at the end of the month for that month's rentals & services.
11	Delivery Charge	List your delivery charge per load of units.	\$10.00 p/load of 10 Units or less p/site
12	Pick Up Charge	List your pick up charge per load of units.	\$10.00 p/load of 10 Units or less p/site
13	Extra Service Charge	List your extra service charge when requested and/or repair fees if called out for any type of serving or repair work.\$____ Explain	M-F \$20.00 p/unit or less depending on # of units on site. Sat/Sun \$35 p/unit or less depending on # of units at site.
14	Hand Sanitizers	List your price to add a hand sanitizer to any unit.	\$10.00 p/unit
15	Short & Long Term - Price Break Standard Units	List your price break for short and long term on multiple standard units. You may attach this on company letterhead in the suppliers response attachment section.	See attachment in suppliers response attachment section.
16	Short & Long Term - Price Break Handicap Units	List your price break for short and long term on multiple handicap units. You may attach this on company letterhead in the suppliers response attachment section.	See attachment in suppliers response attachment section.

- | | | | |
|----|---|--|---|
| 17 | Other Rates | List any other rates you might have that are not listed in the bid line items. | Hand Wash Stations Rental:
\$115.00 p/unit.
Hand Wash Stations Services:
\$12.50 p/unit. |
| 18 | Servicing and Pumping of Restroom Truck/Trailer | Explain your servicing and pump requirements of the truck/trailer and the cost for servicing and pumping along with any additional cost that would be associated with the truck/trailer. | We have 1 VIP Restroom Trailer that is used for special events only. Pricing & availability or based on location, time of year, etc. Must call us for pricing & availability. |
| 19 | Bid award | I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission.

If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response. | Yes |
| 20 | Contact | Name of person submitting this bid: | Leslie Fisher |
| 21 | Electronic Signature | Please check here for your electronic signature. | Yes |

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Daily rental of one portable standard unit.	
			Item Notes:	
			Supplier Notes:	
2	1	EA	Daily rental of one portable standard unit on wheels	
			Item Notes:	
			Supplier Notes:	
3	1	EA	Daily rental of one portable handicap accessible unit	
			Item Notes:	
			Supplier Notes:	
4	1	Week	Weekly or weekend rental of one portable standard unit with 1 x week service	\$82.00
			Item Notes: Unit price shall include delivery and pickup of unit. If weekend rate is different then your weekly rate list explain in your supplier notes.	
			Supplier Notes: Rate: \$82.00 p/unit (3 units or less) No Service included Rate: \$78.00 p/unit (4 to 10 units) No Service included Rates apply for 2 Weeks or less	
5	1	Weekly	Weekly or weekend rental of one portable wheeled standard unit with 1 x week service	\$92.00
			Item Notes: Unit price shall include delivery and pickup of unit. If weekend rate is different then your weekly rate list explain in your supplier notes.	
			Supplier Notes: Rate: \$92.00 p/unit (3 units or less) No Service included Rate: \$88.00 p/unit (4 to 10 units) No Service included Rates apply for 2 Weeks or less **Limited supply of wheeled units	
6	1	Weekly	Weekly or weekend rental of one portable handicap unit with 1 x week service	\$130.00
			Item Notes: Unit price shall include delivery and pickup of unit. If weekend rate is different then your weekly rate list explain in your supplier notes.	
			Supplier Notes: Rate: \$130.00 p/unit (3 units or less) No Service included Rate: \$125.00 p/unit (4 to 10 units) No Service included Rates apply for 2 Weeks or less	

7 1 Weekly Weekly or weekend rental of one portable standard unit with 2 x week service

Item Notes: Unit price shall include delivery and pickup of unit.
If weekend rate is different then your weekly rate list explain in your supplier notes.

Supplier Notes:

8 1 Weekly Weekly or weekend rental of one portable wheeled standard unit with 2 x week service

Item Notes: Unit price shall include delivery and pickup of unit.
If weekend rate is different then your weekly rate list explain in your supplier notes.

Supplier Notes:

9 1 Weekly Weekly or weekend rental of one portable handicap unit with 2 x week service

Item Notes: Unit price shall include delivery and pickup of unit.
If weekend rate is different then your weekly rate list explain in your supplier notes.

Supplier Notes:

10 1 EA 2 week rental of one portable standard unit with 1 x week service \$82.00

Item Notes: Unit price shall include delivery and pickup of unit

Supplier Notes: Rate: \$82.00 p/unit (3 units or less) No Service included
Rate: \$78.00 p/unit (4 to 10 units) No Service included
Rates apply for 2 Weeks or less

11 1 EA 2 week rental of one portable standard wheeled unit with 1 x week service \$92.00

Item Notes: Unit price shall include delivery and pickup of unit

Supplier Notes: Rate: \$92.00 p/unit (3 units or less) No Service included
Rate: \$88.00 p/unit (4 to 10 units) No Service included
Rates apply for 2 Weeks or less
**Limited supply of wheeled units

12 1 EA 2 week rental of one handicap accessible unit with 1 x week service \$130.00

Item Notes: Unit price shall include delivery and pickup of unit

Supplier Notes: Rate: \$130.00 p/unit (3 units or less) No Service included
Rate: \$125.00 p/unit (4 to 10 units) No Service included
Rates apply for 2 Weeks or less

13 1 EA 2 week rental of one portable standard unit with 2 x week service

Item Notes: Unit price shall include delivery and pickup of unit

Supplier Notes:

14	1	EA	2 week rental of one portable standard wheeled unit with 2 x week service	
Item Notes: Unit price shall include delivery and pickup of unit				
Supplier Notes:				
15	1	EA	2 week rental of one portable handicap accessible unit with 2 x week service	
Item Notes: Unit price shall include delivery and pickup of unit				
Supplier Notes:				
16	1	Month	Monthly rental of one portable standard unit with 1 x week service	\$72.00
Item Notes: Unit price shall include delivery and pickup of unit				
Supplier Notes: Additional \$10.00 delivery fee & \$10.00 pick up fee.				
17	1	Month	Monthly rental of one portable standard wheeled unit with 1 x week service	\$82.00
Item Notes: Unit price shall include delivery and pickup of unit				
Supplier Notes: Additional \$10.00 delivery fee & \$10.00 pick up fee.				
18	1	Month	Monthly rental of one portable handicap accessible unit with 1 x week service	\$120.00
Item Notes: Unit price shall include delivery and pickup of unit				
Supplier Notes: Additional \$10.00 delivery fee & \$10.00 pick up fee.				
19	1	Month	Monthly rental of one standard portable unit with 2 x a week service	\$122.00
Item Notes: Unit price shall include delivery and pickup of unit				
Supplier Notes: Additional \$10.00 delivery fee & \$10.00 pick up fee.				
20	1	Month	Monthly rental of one standard portable wheeled unit with 2 x a week service	\$132.00
Item Notes: Unit price shall include delivery and pickup of unit				
Supplier Notes: Additional \$10.00 delivery fee & \$10.00 pick up fee.				
21	1	Month	Monthly rental of one handicap portable unit with 2 x a week service	\$170.00
Item Notes: Unit price shall include delivery and pickup of unit				
Supplier Notes: Additional \$10.00 delivery fee & \$10.00 pick up fee.				

22	1	EA	Daily rental of a 4-6 stall restroom truck/trailer with air conditioning and running water	\$0.00
----	---	----	--	--------

Item Notes: Please include in your suppliers notes an explanation of your truck/trailer or attach specifications/brochure of the item in the supplier response section of the bid.

Unit price shall include delivery and pickup of unit

Supplier Notes: We have 1 VIP Restroom Trailer that is used for special events only. Pricing & availability or based on location, time of year, etc. Must call us for pricing & availability.

23	1	EA	Weekend rental of a 4-6 stall restroom truck/trailer with air conditioning and running water	\$0.00
----	---	----	--	--------

Item Notes: Please include in your suppliers notes an explanation of your truck/trailer or attach specifications/brochure of the item in the supplier response section of the bid.
Unit price shall include delivery and pickup of unit

Supplier Notes: We have 1 VIP Restroom Trailer that is used for special events only. Pricing & availability or based on location, time of year, etc. Must call us for pricing & availability.

24	1	EA	2 week rental of a 4-6 stall restroom truck/trailer with air conditioning and running water	\$0.00
----	---	----	---	--------

Item Notes: Please include in your suppliers notes an explanation of your truck/trailer or attach specifications/brochure of the item in the supplier response section of the bid.

Unit price shall include delivery and pickup of unit

Supplier Notes: We have 1 VIP Restroom Trailer that is used for special events only. Pricing & availability or based on location, time of year, etc. Must call us for pricing & availability.

Response Total:	\$1,306.00
-----------------	------------



**EAGLE SERVICES
PORTABLE RESTROOM RENTAL & SERVICE**

Pricing includes initial delivery, set up and pick up of portable restrooms.

(per unit for 4 - 10 units ordered)	Rates
Standard Restrooms	\$78.00 p/unit
Handicap Accessible Restrooms	\$125.00 p/unit
Services M-F	\$10 p/unit, p/svc + \$10.00 p/svc trip
Services Sat/Sun	\$10 p/unit, p/svc + \$35.00 p/svc trip

(per unit for 11-20 units ordered)	Rates
Standard Restrooms	\$70.00 p/unit
Handicap Accessible Restrooms	\$120.00 p/unit
Services M-F	\$8.25 p/unit, p/svc + \$20 p/svc trip
Services Sat/Sun	\$8.25 p/unit, p/svc + \$35.00 p/svc

(per unit for 21-30 units ordered)	Rates
Standard Restrooms	\$65.00 p/unit
Handicap Accessible Restrooms	\$115.00 p/unit
Services M-F	\$7.65 p/unit p/svc + \$25 p/svc trip
Services Sat/Sun	\$7.65 p/unit, p/svc + \$45 p/svc trip

(per unit for 31- 49 units ordered)	Rates
Standard Restrooms	\$60.00 p/unit
Handicap Accessible Restrooms	\$110.00 p/unit
Services M-F	\$7.25 p/unit, p/svc + \$30 p/svc trip
Services Sat/Sun	\$7.25 p/unit, p/svc + \$50 p/svc trip

(per unit for 50 or more units ordered)	Rates
Standard Restrooms	\$55.00 p/unit
Handicap Accessible Restrooms	\$110.00 p/unit
Services M-F	\$5.90 p/unit, p/svc + \$35 p/svc trip
Services Sat/Sun	\$5.90 p/unit, p/svc + \$55 p/svc trip

OMAHA: 402-238-2300

FAX: 402-238-2760

LINCOLN: 402-464-6722

Parking		1324 New Hampshire	2-Standard w Hand Sanitize	1x/week	During Fall Football Schedule	Vendor will open and service on Friday, Lock up and service on Mondays
Parking	West Depot Lot	700 "O" St	2-Standard w Hand Sanitize	1x/week	During Fall Football Schedule	Vendor will open and service on Friday, Lock up and service on Mondays
Water	Training Facility	2320 N 57th St	2-Standard w Hand Sanitizer			
Landfill	Transfer Station	5101 N. 48th	1-Standard	1x/week	Year Round	
Landfill	Bluff Rd	6001 Bluff Rd	2-Standard	1x/week	Year Round	
Fire	Fire Training Center	300 South St	2-Standard	1x/week	Year Round	
Pinnacle Bank Arena	Pinnacle Arena Dr	400 Pinnacle Arena Dr	24-Standard, 6 Handicap, 4 Hand Wash Stations	To be determined	Delivery and Pick up for Events	
Pinnacle Bank Arena	Pinewood Bowl	3201 S. Coddington Ave.	30-Standard, 4 Handicap, 4 Hand Wash Stations	To be determined	Delivery and Pick up for Events. Quantity will be determined by size of event and type of show.	
Corrections	Folsom & A	Folsom & A	1-Standard	1x/week	Year Round	
Health	Lincoln Industries	600 West "E"	1-Standard w Hand Sanitize	1x/week	Weekend Sept.	

Dept.	Site	Address	Type(s) Needed	Service 1x/2x wk	List location and time of year needed	Notes
Parks	Pioneers Golf	3403 West VanDorn	1-Standard w/wheels	1x/week	April - November	
Parks	Highlands Golf	5501 NW 12th	1 Std & 1 Std w/wheels	1x/week	April - November	
Parks	Holmes Playground Lot	6400 Normal Blvd	1-ADA	2x/week	Year round	
Parks	Standing Bear Park	2400 Park Blvd	2-Standard	1x/week	March-July/Athletics	
Parks	Elks Ball Field	37 & Normal	1-ADA, 1-Standard	2/WK	March-July/Athletics	
Parks	Mahoney Golf	8100 Adams	1-Standard w/wheels	1/Wk	March - Oct	
Parks	Holmes Golf	3701 S 70th	1 Std & 1 Std w/wheels	1/week	April - November	
Parks	Holmes Dog Run	3701 S 70th	1-ADA	2/week	Year round	
Parks	Woods Park Playground	32nd & "L"	1-ADA	2/week	April - November	
Parks	Woods Park Ball Field	32nd & "J"	1-ADA	1x/week	March-Oct/Athletics	
Parks	Baseball Field	40th & Hwy 2	1-Standard	1x/week	March-July/Athletics	
Parks	Pine Lake Field/Park	63rd & Pine Lake Rd	1-Standard	1x/week	March-July/Athletics	
Parks	Arkfeld Park/Air Park	NW 45th & West Mathis	2-Standard	1x/week	March-July/Athletics	
Parks	Holmes Ball Park-No	70th & Northshore Dr	1-ADA	2x/week	March-July/Athletics	
Parks	Holmes Ball Park-So	70th & Northshore Dr	1-ADA, 1-Standard	2x/week	March-July/Athletics	
Parks	Roper Park	7th & Adams	1-Standard	1x/week	March-July/Athletics	
Parks	Bowling Lake	NW 44th St & Cuming St.	1 ADA	2x	Apr - Oct/ 1x Nov - Mar	
Parks	Bowling Lake	NE Corner of Park off NW 44	1 ADA	2x	Apr - Oct/ 1x Nov - Mar	
Parks	Cooper	6th & D	1-Standard	1x/week	March-April/Athletics	
Parks	Ballard Ball Field	66th & Kearney	1-Standard	1x/week	March-April/Athletics	
Parks	Sawyer Snell	3rd & South St.	1-Standard	1x/week	March-July/Athletics	
Parks	UNI Ball Field	49th & Garland	1-Standard	1x/week	March-April/Athletics	
Parking		1640 Holdrege	2-Standard w Hand Sanitize	1x/week	During Fall Football Schedule	Vendor will open and service on Friday, Lock up and service on Mondays
Parking		Charleston and Sun Vally Blvd.	2-Standard w Hand Sanitize	1x/week	During Fall Football Schedule	Vendor will open and service on Friday, Lock up and service on Mondays

**SPECIFICATIONS FOR
PORTABLE CHEMICAL TOILET SERVICE
AND RESTROOM TRUCK/TRAILER**

1. SUPPLEMENTAL TO INSTRUCTIONS TO BIDDERS

- 1.1 The City of Lincoln, Lancaster County and the Lincoln-Lancaster County Public Building Commission, (hereafter referred to as "Owners") will enter into a contract for the Annual Requirements for Portable Chemical Toilets and Restroom Truck/Trailer.
- 1.2 The contract term shall be a four (4) year term from the date of execution upon approval by both parties.
- 1.3 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.4 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.
 - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.4.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.4.3 No direct contact is allowed between Contractor and other City/County staff throughout the bid process.
 - 1.4.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.5 Attached spreadsheet lists the main departments and locations needing service.
 - 1.5.1 Other departments and locations will use this contract on an as needed basis.

2. SCOPE

- 2.1 Deliver, install, service, maintain and pick up portable chemical toilets and restroom truck/trailer at various "Owners" departments on an as-needed basis.
- 2.2 Equipment and service shall be provided in accordance with the provisions of Chapter 17 and Chapter 24 of the Lincoln Municipal Code and any other applicable Federal and State Health Regulations.
- 2.3 Bidders shall hold a valid Cleaner's and Liquid Waste Hauler's permit issued by the Lincoln-Lancaster County Health Department.
 - 2.3.1 Copy of such permit will be requested at the signing of the contract.

3. EQUIPMENT SPECIFICATIONS

- 3.1 Portable chemical toilets and restroom truck/trailer shall be of self-contained design.
 - 3.1.1 Standard and ADA with and without hand sanitize, with or without wheels must be available.
- 3.2 Hand washing stations shall be provided as needed.
 - 3.2.1 Portable hand stations shall hold approximately 45 gallons of water.
- 3.3 Each unit shall have ample facility to accommodate one (1) adult and one (1) child at the same time.
- 3.4 Entrance door shall be equipped with self-closing lock able spring latch device.
- 3.5 Ventilation openings shall be located not less than six (6) feet above ground level.
 - 3.5.1 Ventilation openings shall be tightly screened to exclude insects and rodents.
 - 3.5.2 Vent pipe for holding tank urinal system must extend above roof.
- 3.6 All units must be in good repair and of clean appearance.
 - 3.6.1 Units deemed inappropriate or unacceptable by Owners due to poor condition will be removed by Vendor and replaced immediately with acceptable unit.
- 3.7 Portable units shall be staked down and/or stabilize.
- 3.8 Units which sustain damage, which cannot be repaired at the site must be replaced

- within twenty-four (24) hours of notification at no additional cost to the Owners.
- 3.9 Restroom truck/trailer shall have a capacity of 4 - 6 stalls with one ADA approved.
- 3.9.1 Stalls shall include a Women's side and Men's side
- 3.9.1.1 Men's side shall have urinals with a stool
- 3.10 Restroom truck/trailer shall include air conditioning, fresh water sinks with antibacterial soap and dispenser, paper towel and dispenser.
- 3.10.1 Vendor shall provide:
- 3.10.1.1 Generator as needed
- 3.10.1.2 Soap
- 3.10.1.3 Paper towels
- 3.10.1.4 Toilet Paper

4. SERVICE OF UNITS

- 4.1 Complete service shall be provided to each unit once or twice a week or as requested by the Owners.
- 4.2 Service shall consist of the following:
- 4.2.1 Units shall be completely pumped and recharged with fresh chemical.
- 4.2.2 Units shall be thoroughly scrubbed and the toilet seat and urinal area completely disinfected
- 4.2.2.1 Units shall be scrubbed with an effective insecticide capable of killing both flying and crawling insects of all varieties.
- 4.2.3 Odor shall be controllable with the type of chemical used at temperatures through 100°F.
- 4.2.4 Deodorant blocks shall be placed in the urinals and interior of unit.
- 4.2.5 Toilet paper dispenser shall be completely refilled at each servicing.
- 4.2.6 All minor repairs shall be done on a weekly basis.
- 4.2.7 Each unit shall contain a service check-off sheet that shall provide a date when unit is serviced and shall be initialed by service agent.
- NO EXCEPTIONS.**
- 4.2.8 Units are to be serviced prior to noon when possible.
- 4.2.8.1 The exception would be the units located at summer playground sites.
- 4.3 The chemical solution used to recharge the holding tank shall be of a quality to act as an effective germicide, killing germs and insects on contact, discouraging vermin or rodents.
- 4.3.1 The solution shall be of sufficient potency to achieve and maintain effective disinfectant/deodorant properties until tank is serviced.
- 4.3.2 Vapors from solution shall be non-irritating to eyes or respiratory tract of potential users and be biodegradable.
- 4.3.2.1 No formaldehyde chemicals will be permitted.
- 4.4 Disposal of contents of units serviced pursuant to this contract shall be in accordance with the requirements of the City of Lincoln.

5. SPECIAL EVENTS

- 5.1 Contractor shall agree to deliver, install, service, maintain and pick up portable chemical toilets and restroom truck/trailer for special events when requested by the "Owners".
- 5.2 Special events will require Vendor to provide units based on total number requested and number of site locations.

6. CITY PARKS AND REC SEASONAL SERVICE REQUIREMENTS

- 6.1 Golf Courses/Ball Fields
- 6.1.1 Mahoney Golf Course - 8100 Adams Street - Lincoln, Nebraska
- 6.1.1.1 Service for this location is normally from March- October
- 6.1.1.2 Unit must be on wheels to permit transport with a Cushman truckster within the golf course.

- 6.1.1.3 Delivery, set-up and site location shall be coordinated with Alan Culver, (402)441-8972.
- 6.1.1.4 Request no service on Mondays.
- 6.1.2 Pioneers Golf Course - Pioneers Park - Lincoln, Nebraska
 - 6.1.2.1 Service for this location is normally from April 1 - November 30
 - 6.1.2.2 Unit must be on wheels to permit transport with a Cushman truckster within the golf course.
 - 6.1.2.3 Delivery, set-up and site location shall be coordinated with Brian Hammer, (402) 441-8968.
 - 6.1.2.4 Request no service on Thursdays.
- 6.1.3 Highlands Golf Course - 5501 NW 12th
 - 6.1.3.1 Service for this location is normally from April 1 - November 30
 - 6.1.3.2 Units on Wheels to permit transport with a Cushman truckster within the golf course.
 - 6.1.3.3 Request no service on Fridays
 - 6.1.3.4 Delivery, set-up and site location shall be coordinated with Jeff Gasseling, 402-441-6080.
- 6.1.4 Holmes Park Softball Complex - 70th & Holmes Park Road - Lincoln, Nebraska
 - 6.1.4.1 Service for this location is normally from April 1 - November 30
 - 6.1.4.2 Delivery, set-up and site location shall be coordinated with Matt Mittelstadt, (402) 441-7890.
- 6.2 Minimum Service Procedures
 - 6.2.1 Delivery, service and pick-up of the units shall **NOT** be performed when the surrounding grounds are wet or muddy to prevent damage to the Park grounds.
 - 6.2.1.1 Service vehicle shall remain on the roadway to service units within 40 feet of the roadway.

**INSURANCE CLAUSE TO BE USED FOR ALL CONTRACTS
LANCASTER COUNTY, NEBRASKA; CITY OF LINCOLN, NEBRASKA
OWNERS**

The Contractor shall indemnify and save harmless the Owners 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 Contractor, 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 Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$2,000,000 each Occurrence \$2,000,000 Aggregate
Personal Injury Damage	\$1,000,000 each Occurrence
Contractual Liability	\$1,000,000 each Occurrence
Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:

- a. The coverage shall be provided under a Commercial General Liability form or similar thereto.
- b. X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
- c. The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
- d. Contractual Liability coverage shall be included.
- e. Products Liability and/or Completed Operations coverage shall be included.
- f. Personal Injury Liability coverage shall be included.

- C. Automobile Liability Insurance The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
-----------------------------------	-----------------------------------

- D. Railroad Contractual Liability Insurance: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).
- E. Railroad Protective Liability: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the Lancaster County Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.
- F. Builder's Risk Insurance: (For Building Construction Contracts Only) Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein. Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.
- G. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.
- H. Certificate of Insurance: All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

INSTRUCTIONS TO BIDDERS

City of Lincoln, Nebraska, County of Lancaster, Public Building Commission

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, Lancaster County and Building Commission, hereafter referred to as "Owners" 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. If you do not care to bid, please respond to the bid request and note your reason.
- 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 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 formal 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 Standard Specifications for Municipal Construction 2011 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 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/stndspec/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 bidder's bond, may be required to be submitted with this bid 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 Office 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 to be received 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 Owners.
 - 2.4.2 For all other contracts: upon approval by the Owners of the executed contract and bonds.
- 2.5 Owners 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 Owners as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this specification 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 specification 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 bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification 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 specification documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only 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 Owners; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification 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 formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal 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 any member of the City or County staff or officers except in the course of Owner sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

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 Owners 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 specification 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 Owners' 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 Owners.
- 9.2 Such demonstration can be at the Owners 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 Owners 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 Owners reserve 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. the Owners at the location specified by the Owners, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Owner 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, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid::
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the Owners, 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 Owners. Replacement parts of defective components shall be shipped at no cost to the Owners. 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 Owners; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, the Owners 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 Owner, as required by the specification 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 Owners 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 Owners, and as the Owners deem will best serve the requirements and interests of the Owners.
- 13.5 The Owners 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 Owners.
- 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 Owners. 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 Owners reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal 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 Owners 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 Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.
- 14.2 In any and all claims against the Owners 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 worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

15.1 Unless stated otherwise, the Owners will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has 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 proposal 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 concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. EQUIPMENT TAX ASSESSMENT

17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes Section 77-1323 and 77-1324. Indicating; 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-Lancaster County 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. INSURANCE

19.1 All Bidders shall take special notice of the insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for City, County, Building Commission*).

20. EXECUTION OF AGREEMENT

20.1 Depending on the type of service and 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, Lancaster County and City-County Public Building Commission 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, County and City-County Public Building Commission 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, County and City-County Public Building Commission will sign and date the Contract.
 - 4. Upon approval and signature, the City, County and City-County Public Building Commission will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

21.1 The Owners are 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.

22. CITY AUDIT ADVISORY BOARD

22.1 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.

23. E-VERIFY

23.1 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. For information on the E-Verify Program, go to www.uscis.gov/everify.

Advertise 2 times
Friday, February 14, 2014
Friday, February 21, 2014

City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: **12:00 p.m., Friday, February 28, 2014** for providing the following:

Annual Requirements for Portable Chemical Toilets
Bid No. 14-056

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To Register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration").

Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-7416 or (402) 441-7417 or purchasing@lincoln.ne.gov.



CERTIFICATE OF LIABILITY INSURANCE

EAGLE-3 OP ID: GM

DATE (MM/DD/YYYY)
04/08/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Quinn Insurance, Inc. 11815 M Street, Suite #200 Omaha, NE 68137-2232 Michael J. Quinn	CONTACT NAME: Geri McGill PHONE (A/C, No, Ext): 402-891-1234 FAX (A/C, No): 402-891-1252 E-MAIL ADDRESS: gmjill@quinninsurance.com
	INSURER(S) AFFORDING COVERAGE
INSURED Eagle Services J & L Services Inc. dba 15417 Burdette Street Omaha, NE 68116	INSURER A: Allied Insurance NAIC # 42579
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (KBR) RVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	ACP7234406992	06/10/2013	06/10/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ACP7234406992	06/10/2013	06/10/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 10,000		ACP7234406992	06/10/2013	06/10/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	ACP7234406992	06/10/2013	06/10/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L EACH ACCIDENT \$ 500,000 E.L DISEASE - EA EMPLOYEE \$ 500,000 E.L DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER CITYL-6 City of Lincoln Purchasing Div Lancaster County 440 S. 8th Street, #200 Lincoln, NE 68508	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--