

Resolution

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SERVICES
Recycling Drop-Off Collection Services
Bid No. 16-055**

**Von Busch & Sons Refuse
PO Box 22128
Lincoln, NE 68542
(402) 475-5197**

**CITY OF LINCOLN
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between Von Busch & Sons Refuse, PO Box 22128, Lincoln, NE 68542, 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:

Recycling Drop-Off Collection Services, Bid No. 16-055

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 estimated cost of products or services for City departments shall not exceed \$420,000.00 each year, for a total not to exceed \$1,680,000.00 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 recycling drop-off collection services.
 - 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. Period of Performance. This Contract shall be effective June 1, 2016 through May 31, 2020. The term of the Contract shall be a four (4) year term with option to renew for two (2) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Supplier Response
 3. Specifications
 4. Special Provisions
 5. Performance Bond
 6. Drop Off Site Map
 7. Annual Summary of Recyclables Collected by Month for FY 2014-2015 (pounds)
 8. Collection Schedule by Recycling Site and Commodity
 9. Summary of Collection Containers at Drop-off Sites and Servicing Frequency
 10. Recycling Containers per Recycling Site
 11. Compartment Size for 30 Cubic Yard Roll-Off Containers Used
 12. Drop-Off Site Summary for a Month
 13. Flood Management Plan
 14. Escalator/De-Escalator Clause
 15. Instructions to Bidders
 16. Insurance Requirements
 17. Sales Tax Exemption Form 13
(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.)

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

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 upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page

Vendor Signature Page

ANNUAL SERVICES
Recycling Drop-Off Collection Services
Bid No. 16-055
City of Lincoln
Von Busch & Sons Refuse

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary

Seal

Von Busch & Sons Inc.

Name of Corporation

420 West A St.

Address

By: Brian Von Busch

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

**ANNUAL SERVICES
Recycling Drop-Off Collection Services
Bid No. 16-055
City of Lincoln
Von Busch & Sons Refuse**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Chris Beutler, Mayor

Approved by Resolution No. _____

dated _____

COMMENTARY TO ACCOMPANY BONDS

A. GENERAL INFORMATION

Bonds are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

The Performance Bond is an instrument that is used to assure the availability of funds to complete the project.

The objective underlying the re-writing of bond forms is to make it more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond form provides helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Performance Bond.

Normally the amount of the bond is 100 percent of the contract amount.

B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond form is prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bond.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

To accompany the Performance Bond (EJCDC No.1910-28A). Prepared by the Engineers' Joint Contract Documents Committee

Berkley Insurance Company

c/o Berkley Surety Group

2000 South Colorado Blvd. - Suite 410

Denver, CO 80222

Phone: (973) 775-5273 - Fax: (866) 699-1559

Continuation Certificate

Bond Number: 0161048

Surety

Berkley Insurance Company

Producer

Gene Lilly Surety Bonds, Inc.

Producer #: 308

State: NE

Principal

Von Busch & Sons, Inc.

420 West A

Lincoln, NE 68502

Obligee

City of Lincoln

555 S. 10th Street

Lincoln, NE 68508

CONTINUATION PERIOD

AMOUNT OF BOND

RENEWAL PREMIUM

Effective Date: 5/21/2016

Bond Amount: \$40,000

Premium: \$773

Expiration Date: 5/21/2017

DESCRIPTION

Recycling Drop-off collection Service Bid No. 12-054

In consideration of the renewal premium charged, the bond designated above is hereby continued in full force and effect for the period described, subject to all its terms and conditions, provided the liability under said bond and all continuations thereof shall not be cumulative.

Dated: 2/17/2016

Berkley Insurance Company

(Surety)

By

Paula Ben
(Attorney-in-fact)

(File a copy of this certificate with your bond.)

44-7416

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Richard D. Jones; Pamela Berkland; Christopher Bowen; or Lisa Simpson of Berkley Surety Group of Urbandale, IA its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of January, 2015.

Attest:

Berkley Insurance Company

(Seal)

By Ira S. Lederman
Senior Vice President & Secretary

By Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of January, 2015, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaker
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 17 day of February, 2016.

(Seal)

Andrew M. Turca

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a contractor selected to perform the Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract, or
 - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefore to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
 - 12.2 Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323

§ 77-1323 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 furnish a certified statement to be attached to the contract 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.

Pursuant to Neb. Rev. Stat. § 77-1323, I, Bruce Van Busch, do hereby certify that all equipment to be used on Recycling Drop-Off Collection Services, Bid No. 16-055, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Lancaster County, Nebraska.

DATED this 21 day of April, 2016.

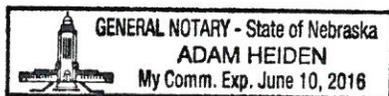
By: Bruce Van Busch

Title: President

STATE OF NEBRASKA)
COUNTY OF Lancaster)ss.

On 21st day of April, 2016, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Bruce Van Busch, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



Adam Heiden
Notary Public
(S E A L)

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Sharon Mulder Asst Purchasing Agent	Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508	Address
Email	smulder@lincoln.ne.gov	Contact	Sharon Mulder, Asst. Purchasing Agent	Contact
Phone	(402) 441-7428			Department
Fax	(402) 441-6513			Building
Bid Number	16-055	Department		Floor/Room
Title	Recycling Drop-Off Collection Services	Building		Telephone
Bid Type	Bid			Fax
Issue Date	3/4/2016 10:00:00 AM (CT)	Floor/Room		Email
Close Date	3/25/2016 12:00:00 PM (CT)	Telephone	1 (402) 441-7428	
Need by Date		Fax	1 (402) 441-6513	
		Email	smulder@lincoln.ne.gov	

Supplier Information

Company	Von Busch & Sons Refuse
Address	P O Box 22128 Lincoln, NE 68542
Contact	Bruce Von Busch
Department	
Building	
Floor/Room	
Telephone	1 (402) 475-5197
Fax	1 (402) 475-5206
Email	bvonbusch@vonbuschandsons.com
Submitted	3/25/2016 10:13:59 AM (CT)
Total	\$583,525.86

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Bruce Von Busch

Email bvonbusch@vonbuschandsons.com

Supplier Notes

Bid Notes

If you need assistance in preparing your bid, there are several options.

1) Click the the "Help" button in the upper right hand corner of any screen; 2) Contact our office for a training session in Purchasing or assistance over the phone; 3) View the PowerPoint presentation at <http://www.lincoln.ne.gov/city/finance/purch/spec/bidinst.ppt>

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	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Performance Bond	I acknowledge that a Performance Bond in the amount of \$40,000.00 will be required with the signed contract upon award of this job.	Yes
6	Attachments	I acknowledge reading and understanding the Attachments to the bid.	Yes
7	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
8	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
9	Renewal is an Option	Contract Extension Renewal is an option.	Yes
10	Term Clause with Escalation/De-Escalation	I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract with the option to renew for two (2) additional one (1) year terms upon mutual consent of both parties. (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 _____	1st year
11	Equipment	I have attached the list of all current equipment that will be used to perform these services in the Response Attachment section of my ebid.	Yes
12	References	I have attached my References to the Response Attachment section of this bid.	Yes
13	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

- | | | | |
|----|----------------------|--|-----------------|
| 14 | 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 |
| 15 | Contact | Name of person submitting this bid: | Bruce Von Busch |
| 16 | Electronic Signature | Please check here for your electronic signature. | Yes |

Line Items

#	Qty	UOM	Description	Response
1	1	PKG	Food and Beverage Compartmentalized Roll-Off Containers	\$149,080.96

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
1.1	1,519	Pulls	City of Lincoln Recycling Sites (20 Sites)	80.24

Item Notes: ONLY BID COST PER PULL

Supplier
Notes:

1.2	280	Pulls	County Recycling Sites (9 Sites)	97.13
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Item Notes: ONLY BID COST PER PULL

Supplier
Notes:

2	1	PKG	Waste Collection/Site Monitoring/Cleanup Fee	\$32,239.56
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Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
2.1	12	Months	City Sites (2 Yard Containers) - Three Times Per Week Service (Mondays, Wednesdays, and Fridays)(13 Sites)	1,213.29

Item Notes: ONLY BID COST PER MONTH FOR 13 CONTAINERS

Supplier
Notes:

2.2	12	Months	OPTIONAL: City Sites (2 Yard Containers) - Two Times Per Week Service (Mondays and Fridays)(13 Sites)	808.34
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Item Notes: ONLY BID COST PER MONTH FOR 13 CONTAINERS

Supplier
Notes:

2.3	12	Months	County Sites (90 Gallon Containers)(1 Site)	60.00
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Item Notes: ONLY BID PER MONTH FOR 1 CONTAINER

Supplier
Notes:

2.4 12 Months No Waste Containers at City Sites (monitoring/cleanup only)(7 Sites) 245.00

Item Notes: ONLY BID COST PER MONTH FOR 7 SITES

Supplier
Notes:

2.5 12 Months No Waste Containers at County Sites (monitoring/cleanup only)(8 Sites) 360.00

Item Notes: ONLY BID COST PER MONTH FOR 8 SITES

Supplier
Notes:

3 1 PKG Newspaper Containers \$32,464.14

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
3.1	1,828	Cubic Yards	2 Cubic Yard Containers - City of Lincoln Recycling Sites (11 Sites)	2.33

Item Notes: ONLY BID COST PER CUBIC YARD

Supplier
Notes:

3.2 795 Cubic Yards 2 Cubic Yard Containers - County Recycling Sites (9 Sites) 3.18

Item Notes: ONLY BID COST PER CUBIC YARD

Supplier
Notes:

3.3 320 Pulls 25/30 Cubic Yard Roll-Off Containers (11 Sites) - City of Lincoln Recycling Sites 80.24

Item Notes: ONLY BID COST PER PULL

Supplier
Notes:

4 1 PKG Cardboard Recycling Containers \$326,447.68

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
4.1	85,072	Cubic Yards	City of Lincoln Recycling Sites - 8 Cubic Yard Containers (20 Sites)	1.82

Item Notes: ONLY BID COST PER CUBIC YARD

Supplier
Notes:

4.2 9,984 Cubic Yards County Recycling Sites - 8 Cubic Yard Containers (9 Sites) 2.98

Item Notes: ONLY BID COST PER CUBIC YARD

Supplier
Notes:

4.3 1,768 Cubic Yards Alternate: City of Lincoln Recycling Sites - 30 Cubic Yard Roll-Off Boxes (15 Sites) 80.24

Item Notes: ONLY BID COST PER PULL

Supplier
Notes:

5 1 PKG Residential Mixed Paper (8 Cubic Yard Containers) \$31,817.34

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
5.1	12,126	Cubic Yards	City of Lincoln Recycling Sites (20 Sites)	2.23

Item Notes: ONLY BID COST PER CUBIC YARD

Supplier
Notes:

5.2 1,502 Cubic Yards County Recycling Sites (9 Sites) 3.18

Item Notes: ONLY BID COST PER CUBIC YARD

Supplier
Notes:

6 1 PKG Special Handling and Services Fees \$11,476.18

Item Notes:

Supplier Notes:

Package Line Items:

#	Qty	UOM	Description	Response
6.1	150	Cubic Yards	Additional Container Emptying Charges for Material Left Outside the Respective Recycling Containers - NEWSPAPERS	2.33

Item Notes: ONLY BID COST PER CUBIC YARD

Supplier
Notes:

6.2	1,250	Cubic Yards	Additional Container Emptying Charges for Material Left Outside the Respective Recycling Containers - CARDBOARD	1.82
Item Notes: ONLY BID COST PER CUBIC YARD				
Supplier Notes:				
6.3	96	Cubic Yards	Additional Container Emptying Charges for Material Left Outside the Respective Recycling Containers - RESIDENTIAL MIXED PAPER	2.98
Item Notes: ONLY BID COST PER CUBIC YARD				
Supplier Notes:				
6.4	208	Cubic Yards	Additional Container Emptying Charges for Material Left Outside the Respective Recycling Containers - FOOD AND BEVERAGE CONTAINERS	3.20
Item Notes: ONLY BID COST PER CUBIC YARD				
Supplier Notes:				
6.5	52	Days	Additional Charges for Saturday Service - Front End Loader Equipment for Cardboard or Residential Mixed Paper	0.00
Item Notes: ONLY BID COST PER DAY				
Supplier Notes:				
6.6	52	Days	Additional Charges for Saturday Service - Rear Loader Equipment for Newspapers	0.00
Item Notes: ONLY BID COST PER DAY				
Supplier Notes:				
6.7	52	Days	Additional Charges for Saturday Service - Roll-Off Equipment for Food and Beverages/Newspaper Containers	50.00
Item Notes: ONLY BID COST PER DAY				
Supplier Notes:				
6.8	52	Days	Additional Charges for Sunday Service - Front End Loader Equipment for Cardboard or Residential Mixed Paper	0.00
Item Notes: ONLY BID COST PER DAY				
Supplier Notes:				

6.9 52 Days Additional Charges for Sunday Service - Rear Loader Equipment for Newspapers

Item Notes: ONLY BID COST PER DAY

Supplier
Notes:

6.10 52 Days Additional Charges for Sunday Service - Roll-Off Equipment for Food and Beverages/Newspaper or Combined Containers

Item Notes: ONLY BID COST PER DAY

Supplier
Notes:

6.11 80 EA Tire Handling and Disposal 10.00

Item Notes: ONLY BID COST PER TIRE

Supplier
Notes:

6.12 24 EA Appliance Handling and Disposal 27.50

Item Notes: ONLY BID COST PER EACH

Supplier
Notes:

6.13 24 EA Bulky Item Handling and Disposal 30.00

Item Notes: ONLY BID COST PER EACH

Supplier
Notes:

6.14 104 EA Yard Waste and Excessive Household Trash 30.00

Item Notes: ONLY BID COST PER EACH OCCURENCE

Supplier
Notes:

Response Total: \$583,525.86

List of Equipment to be used for Recycling Contract

TRUCKS			
Unit #	Year	Make	Type
59	2003	Sterling	Roll-off
67	2001	Sterling	Roll-off
71	2008	Peterbilt	Roll-off
82	2007	Sterling	Roll-off
46	1999	Volvo	Front loader
69	2011	Mack	Front loader
74	2007	Hino	Rear loader
72	2003	International	Rear loader

Work Experience

Von Busch & Sons Refuse has serviced the existing drop-off program for the City of Lincoln since 1996. The program has evolved and increased over the years and I believe we have been able to accommodate and incorporate those changes with minimal disruption. With that experience, I feel we would be asset to the City on implementation of any ideas that are developed through the Solid Waste Management Plan.

References;

**Chris Zegar
Recycling Enterprises of Nebraska
(402) 421-6655**

**Allen Grell
Keep Nebraska Beautiful
(402)486-4652**

**Flood Management Plan for Selected Recycling Drop-Off Sites
March 17, 2016**

Recycling Sites Currently located in the Flood Plain

West P Street and Roundhouse Drive
48th Street Transfer Station
Air Park Recreation Center
A & J recycling Center

Plan of Action

When a flood warning is issued for a creek near a particular site. The Recycling Office will close the recycling site. A sign will be placed at the site indicating that the site is closed due to the flood warning. In addition a press release will also be issued.

The Recycling Contractor, Von Busch and Sons Refuse, will remove the containers and transport them to a secure location such as our shop/offices at 420 West A Street.

The Von Busch and Sons Refuse property is located next to Salt Creek along West A Street. Although their property is above the flood plain, West A Street is not. In the event that West A Street is in danger of being flooded, the contractor will move their trucks to a secure property owned by the Von Busch family.

After floodwaters have receded or the flood warning is dropped, the Contractor will return the containers to the recycling site and the site will be reopened.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/5/2015

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 UNICO Group 1128 Lincoln Mall Suite 200 Lincoln NE 68508	CONTACT NAME: Cortney Moderacki
	PHONE (A/C No. Ext): (402) 434-7200 FAX (A/C No.): (402) 434-7272
	E-MAIL ADDRESS: cmoderacki@unicogroup.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Midwest Family Mutual Ins Co. NAIC # 23574
INSURED Von Busch & Sons Inc., DBA: Ron's Refuse Sanitary Garbage Company, Inc. P.O. Box 22128, 420 West A Lincoln NE 68542	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 15-16 All Liab 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 INSR	SUBR WVD	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ACNE0560102710-1	8/22/2015	8/22/2016	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 checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CANE0560102711-1	8/22/2015	8/22/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI-single \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUNE0560102713-1	8/22/2015	8/22/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCNE0560102712-1	8/22/2015	8/22/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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)
City of Lincoln is listed as an additional insured with respect to General Liability

CERTIFICATE HOLDER

City of Lincoln
555 South 10th St
Lincoln, NE 68501

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
Edward Packard/MELAM *Edward Packard*

**SPECIFICATIONS
RECYCLING DROP-OFF COLLECTION SERVICES
BID NO 16-055**

1. GENERAL

- 1.1 It is the intent of these specifications to describe the minimum requirements necessary for a Vendor to provide Recycling Drop-Off Collection Services which includes all the necessary labor, equipment, materials, and supplies to establish, service, and maintain recycling drop-off sites for the City of Lincoln.
- 1.2 Vendor shall operate and maintain a minimum of 20 multi-material drop-off sites, 4 newspaper only drop-off sites within the corporate limits of the City of Lincoln, and 8 multi-material sites within Lancaster County. See "**ATTACHMENT 1**" for map of sites.
 - 1.2.1 In the summer a new multi-material recycling site will open in the village of Roca bringing the total number of rural multi-material recycling sites to 9.
- 1.3 Vendor shall submit bid documents and supporting material via e-bid.
- 1.4 All inquiries regarding these specifications shall be directed to Sharon Mulder Assistant Purchasing Agent, via e-mail request to (smulder@lincoln.ne.gov) or faxed request to (402) 441-6513.
 - 1.4.1 These inquiries and/or responses shall be distributed to prospective Vendors electronically as an addenda.
 - 1.4.2 No direct contact is allowed between vendor and other City staff throughout the bid process.
 - 1.4.2.1 Failure to comply with this directive may result in vendor bid being rejected.
- 1.5 The provisions herein, the instructions to bidders, and the attached sample contract describe the scope of work to provide recycling containers, maintain equipment, remove waste and recyclable materials from the drop-off sites in a timely manner, and transport the recyclables to a local processor designated by the City.
- 1.6 The Vendor shall not commence work under this agreement until he/she has obtained all insurance required by the attached "Insurance Clause" to be used for All City Contracts," and such insurance has been approved by the City Attorney.
- 1.7 The City estimates that the award notification to the vendor will be around March 31, 2016.
- 1.8 The quantities stated in the bid documents are for estimating purposes only, the City does not guarantee that these quantities will not increase or decrease depending on various conditions.
- 1.9 The City will be undertaking a solid waste management planning effort in which changes related to the City's recycling drop-off program may occur.
 - 1.9.1 The new plan could result in a reduction in the number of recycling drop-off sites in the City and County.
 - 1.9.2 It is anticipated that any recommended changes from this planning effort related to the drop-off program would likely be implemented at the end of the second year of the contract.

- 1.10 Third party Vendors are not excluded from operating drop-off sites at any location in the City or County.
- 1.11 Vendors bid on all of the containers and type of collection services or only a portion thereof (i.e. only newspapers or only mixed paper and cardboard).
 - 1.11.1 The City reserves the right to award separate contracts for collection services by recyclable material or one comprehensive contract for collection services whichever is in the best interests of the City.
- 1.12 The Vendor shall service each recycling site and transport the material to the City designated processing vendor within the City of Lincoln.
- 1.13 Vendor must submit in the Response Attachment section a list of all current equipment that will be used to perform these services.

2. TERM OF THE AGREEMENT

- 2.1 Upon contract execution by both parties, the contract shall be in effect for a period of four (4) years with the option to renew for two (2) additional one (1) year periods.

3. MATERIAL COLLECTION, HOURS AND SCHEDULING REQUIREMENTS

- 3.1 Approximately 4,879 tons of recyclables were collected from the recycling drop-off sites in FY 2014-2015.
 - 3.1.1 A summary on the amount of material received by product type and month for FY 2014-2015 is listed in "ATTACHMENT 2".
 - 3.1.2 The quantities of recyclables received in FY 2014-2015 are for reference purposes only and should not be construed as a guarantee of quantity.
- 3.2 There is no guarantee on the number of drop-off sites, the frequency of service, or the quantity of material collected.
 - 3.2.1 The configuration and type of recycling containers vary from site to site due to location and size of recycling site.
 - 3.2.1.1 Frequency of servicing containers at recycling sites shall vary by site along with the quantity of material deposited by the public.
- 3.3 Material to be collected at each of the multi-material recycling drop-off sites shall include:
 - 3.3.1 Aluminum cans
 - 3.3.2 Tin cans
 - 3.3.3 Plastic bottles and containers (#1 - #5).
 - 3.3.3.1 Plastic bottles and containers (#1 - #5) shall be mixed together in one compartment/container.
 - 3.3.4 Clear glass
 - 3.3.5 Brown glass
 - 3.3.6 Green glass
 - 3.3.7 Newspapers
 - 3.3.8 Old corrugated cardboard (includes cardboard, paperboard/linerboard packaging and kraft paper)

- 3.3.9 Residential mixed paper that include magazines, junk mail, office paper, catalogs and telephone directories.
- 3.4 During the term of the contract the City may consider mixing aluminum cans and tin cans in the same compartment.
- 3.5 During the term of the contract the City may consider combining the colored glass together rather than separate compartments.
- 3.6 All other items shall have a separate roll-off compartment or container.
- 3.6 The multi-material and newspaper only recycling sites are un-staffed and operate 7 days per week 24 hours per day.
 - 3.6.1 The following sites currently have restricted hours and in the event that the sites are locked, a key shall be provided by the City.
 - 3.6.1.1 North 48th Street Transfer Station, 5101 North 48 Street
 - 3.6.1.2 The village of Bennet Transfer Station
- 3.7 The recyclables will be deposited by the general public from the City and County.
 - 3.7.1 Accordingly, there may be contaminants mixed with the recyclables.
- 3.8 The processing Vendor shall have the right to reject loads of recyclable material that in their opinion contain an excessive amount of contamination.
 - 3.8.1 Loads rejected by the processor for contamination shall be taken to the Bluff Road following approval by the Recycling Coordinator.
 - 3.8.1.1 In the event that a compartmentalized roll-off box of recyclables is rejected and it is determined that the contamination is the result of improperly secured divider doors in the roll-off box, the Vendor shall either reimburse the City for any out-of-pocket expenditures to sort the recyclables or they may take the load to their facility and sort the recyclables to meet the Processor Vendor's material requirements.
- 3.9 The Vendor must be able to service the drop-off sites daily between 6:00 a.m. and 5:00 p.m. except on authorized holidays.
 - 3.9.1 Holidays that are authorized for observance by the Vendor are: New Year's Day, Thanksgiving Day, and Christmas Day.
 - 3.9.2 The Vendor shall adjust their collection schedule before and after authorized holidays to ensure that recycling containers do not become full and material is placed outside the containers.
- 3.10 The City reserves the right to restrict the hours that the Vendor can service a particular recycling drop-off site.
- 3.11 The frequency of collection for the recyclables depends on participation levels, the number and type of collection containers, and amount of materials deposited by the public at each recycling drop-off site. See "ATTACHMENT 3" for a listing of the recycling sites and the days of the week they are currently being serviced.
- 3.12 The drop-off sites shall be serviced in a manner which minimizes dumping of recyclables outside the recycling containers during peak usage periods.
- 3.13 The Vendor shall follow the collection frequency and total annual cubic yards and "roll-off pulls" as identified in "ATTACHMENT 4" when completing the bid forms.
 - 3.13.1 The collection frequency for recyclable material will vary from site to site.

- 3.14 Every effort shall be made to add containers to increase storage capacity to meet peak demand usage and size of recycling site prior to requesting Sunday servicing of containers.
 - 3.14.1 The City reserves the right to specify the collection schedule and frequency due to usage of the site and space limitations, including servicing the recycling containers on Saturdays and/or Sundays.
- 3.15 The Contractor may adjust the collection schedule for particular recyclable materials and/or recycling sites but the Contractor must have prior approval from the City of Lincoln.
- 3.16 The City reserves the right to specify the collection schedule and frequency due to usage of the site and space limitations. This includes servicing the recycling containers on Saturdays and Sundays and servicing container multiple times during the same day.
- 3.16 In the event the Contractor has mechanical problems with collection equipment or limited personnel which do not allow it to service recycling containers or particular recycling sites they shall notify the City and inform them of the Contractor's plan to service the site(s).

4. VENDOR FURNISHED EQUIPMENT & LABELING REQUIREMENTS

- 4.1 Based on the current site conditions, the Vendor shall provide all recycling containers for each drop-off site, except those provided by the City and identified in the "CITY FURNISHED EQUIPMENT" section. "ATTACHMENT 5" list the type of collection containers and ownership at each recycling drop-off site.
- 4.2 The following type of recycling containers shall be used to collect specific recyclables at the recycling drop-off sites.
 - 4.2.1 Food and Beverage Containers (aluminum cans, tin cans, clear, green, and brown glass bottles, and plastic #1 - #5 bottles and containers) shall be collected in compartmentalized roll-off boxes with 25 to 30 cubic yard capacity.
 - 4.2.1.1 A total of 17 compartmentalized food and beverage container roll-offs must be provided by the Vendor
 - 4.2.1.2 The size of individual compartments for recyclable commodities should approximate the sizes as outlined in "ATTACHMENT 6".
 - 4.2.1.3 Containers must be enclosed with either porthole or door openings for the public to deposit material and have a door locking mechanism to ensure material does not fall out of the container while transporting it to the designated recycling processor vendor.
 - 4.2.1.4 Aluminum can compartment doors shall have portholes approximately twelve inches in diameter and doors welded shut to minimize scavenging of aluminum cans at the recycling sites.
 - 4.2.1.5 The City reserves the right to combine aluminum and tin cans into one compartment to minimize scavenging by the public.

- 4.2.1.6 The City reserves the right to combine green, brown and clear glass into a mixed colored glass compartment(s).
- 4.2.2 Residential mixed paper (RMP) and old corrugated containers (OCC) shall be collected in 8 cubic yard, front-end loader containers of which a total of 26 RMP containers and 42 OCC containers must be provided by the Vendor.
 - 4.2.2.1 Containers must be modified with a "mail slot" opening at the front of the containers.
 - 4.2.2.1.1 The opening for the residential mixed paper container shall be a minimum of 30 inches wide and 9 inches high.
 - 4.2.2.1.2 The opening for the cardboard container shall be a minimum of 48 to 60 inches wide and 6 inches high.
 - 4.2.2.2 If possible, the containers should have no side doors.
 - 4.2.2.2.1 If the containers do have side doors, they must be welded shut and lids must have a locking mechanism to restrict public access and to reduce litter.
 - 4.2.2.3 The City reserves the right to increase the service frequency of recycling containers based on usage of the containers.
 - 4.2.2.3.1 This may include servicing the containers two or more times per day.
 - 4.2.2.4 The containers must have well maintained lids that minimize any rain or snow from entering container and getting the paper and cardboard wet.
- 4.2.3 In the event that corrugated cardboard is banned from disposal in landfills the City will acquire approximately 17 – 30 cubic yard roll-off boxes that will replace the 8 cubic yard containers currently used at about 15 recycling drop-off sites for cardboard collection.
 - 4.2.3.1 If space allows a portion of the 8 cubic yard containers may remain at the recycling sites to supplement the roll-off box.
 - 4.2.3.2 A portion of the unused eight cubic yard containers may be modified and used at selected sites for additional mixed paper or newspaper recycling containers
- 4.2.4 Newspapers shall be collected in a 25 to 30 cubic yard roll-off box or in two cubic yard rear load containers depending on site location.
 - 4.2.4.1 A total of 9 newspaper roll-off boxes and 50 - 2 cubic yard rear load containers must be provided by the Vendor.
 - 4.2.4.2 Containers must be enclosed with lids, doors, portholes, or "mail slot" type openings on the side to ensure water does not get into the container and paper does not blow out of the container at the site or in transport to the recycling processing Vendor and allows for maximum utilization of space in the container.

- 4.2.4.3 At sites with space limitations or high usage, the City reserves the right to convert from 2 cubic yard containers to a 25 to 30 cubic yard roll-off container for newspaper.
- 4.2.4.4 The containers must have well maintained lids that minimize any rain or snow from entering container and getting the paper wet.
- 4.3 The City must approve any container specification or design of container for any recycling drop-off sites prior to the Vendor purchasing the recycling containers.
 - 4.3.1 The City reserves the right to request modifications to container design due to anticipated problems that may arise during the term of the contract.
- 4.4 The Vendor shall label each Vendor-owned container with a unique inventory number and share the inventory list with the City of Lincoln.
- 4.5 The Vendor shall provide waste containers at selected multi-material recycling sites and shall be responsible for removing non-recyclables and illegally dumped material at each site.
 - 4.5.1 The Vendor which services the roll-off containers shall provide waste containers at selected sites for users of the site to place plastic bags, bottle caps and broken glass.
 - 4.5.2 The minimum sized container for waste containers in the City of Lincoln shall be a 2 cubic rear load container.
 - 4.5.3 A 90 gallon cart may be used at selected sites with prior approval by the City of Lincoln.
 - 4.5.4 The waste containers at the recycling drop-off sites must be serviced a minimum of three times per week on Monday, Wednesday, and Friday.
 - 4.5.5 Waste containers must be clearly marked that "No Household Trash".
 - 4.5.6 All waste and illegally dumped material deposited at the recycling sites must be properly handled and transported to the City-owned Bluff Road Landfill located at 6001 Bluff Road.
 - 4.5.7 The Vendor may subcontract waste collection at rural Lancaster County Recycling sites.
 - 4.5.8 A listing of the type of waste container at each site and collection frequency is listed in "**ATTACHMENT 5**".
 - 4.5.9 The Vendor DOES NOT need to provide waste containers for the following locations:
 - 4.5.9.1 UNL Food Stores, 1200 North 17th Street;
 - 4.5.9.2 North 48th Street Transfer Station, 5101 North 48th Street;
 - 4.5.9.3 Air Park Recreation Center, 3710 N.W. 48th Street;
 - 4.5.9.4 Highlands Fire Station, 5435 N.W. 1st Street
 - 4.5.9.5 North Star High School, 5801 North 33rd Street
 - 4.5.9.6 Bennet Refuse Transfer Station;
 - 4.5.9.7 Davey Refuse Transfer Station;
 - 4.5.9.8 Panama Refuse Transfer Station;
 - 4.5.9.9 Denton, 2nd & S.W, 91st Street;
 - 4.5.9.10 Firth Community Center;
 - 4.5.9.11 Hickman, City Park;
 - 4.5.9.12 Malcolm Village Shop

- 4.5.9.13 Super Saver 27th & Pine Lake
- 4.6 All recycling containers designs, color, and decals must be approved by the City of Lincoln.
 - 4.7 In the event that a site has continuous problems with recyclables dumped outside the containers, the City will notify the Vendor to develop a plan of action to correct the problem.
 - 4.7.1 Such plan may include increasing collection frequency including multiple service trips per day or adding recycling containers.
 - 4.8 The Vendor shall ensure that recyclables do not spill, leak, or blow out of collection containers when transporting the recyclables to the recycling processing center.
 - 4.8.1 In the event this occurs, the Vendor shall be responsible for clean-up of all spills, leaks, or litter that has occurred and at no additional cost to the City.
 - 4.8.2 The Contractor shall insure that locking mechanism for all doors/lid are fully operational at all times
 - 4.9 The waste containers at the recycling drop-off sites must be serviced a minimum of three times per week on Monday, Wednesday, and Friday.
 - 4.9.1 All waste and illegally dumped material deposited at the recycling sites must be properly handled and transported to the City-owned Bluff Road Landfill located at 6001 Bluff Road.
 - 4.9.2 The Vendor may subcontract waste collection at rural Lancaster County Recycling sites
 - 4.10 The City reserves the right to purchase recycling drop-off containers during the contract period and replace either City-owned or Vendor-provided containers.
 - 4.11 Vendor shall indicate in the Response Attachment section any deviation from the equipment being utilized by the vendor.

5. CITY FURNISHED EQUIPMENT

- 5.1 The City currently owns 23 - 25 to 30 cubic yard, compartmentalized roll-off containers; 2 - 28 cubic yard newspaper recycling containers with slanted roof; 14 - 2 cubic yard rear load newspaper containers; and 6 - 8 cubic yard mixed paper and 13 - 8 cubic yard cardboard front-load containers.
- 5.2 The successful vendor may utilize this equipment with no lease cost.
- 5.3 Each City-owned container will be labeled with a unique inventory number by the City.
- 5.4 The vendor shall be responsible for repairing any damage to the City owned containers caused by the Vendor.
- 5.5 Locations of City owned containers are summarized in "**ATTACHMENT 5**".

6. EQUIPMENT MAINTENANCE AND INSPECTION

- 6.1 The vendor shall maintain vendor and City-owned containers, in good working condition and in such a manner that follows best management practices to uphold standards of a City provided recycling service.
 - 6.1.1 This shall include but is not limited to the following: Fully functioning door and lid locking mechanisms, no rust on containers, and easy to read decals.

- 6.2 The vendor shall inspect containers at the recycling site on each service trip to the recycling drop-off site and identify any containers in need of repair.
 - 6.2.1 Inspection shall include, but not be limited to, all lids, doors, locking mechanism for doors and lids, door hinges, decal replacement, rust, etc.
 - 6.2.2 Repairs shall be done in a timely manner once identified.
- 6.3 A representative of the City will regularly inspect all containers for damaged lids, doors, wheels, locking mechanisms, etc.
 - 6.3.1 Within 6 working days after receiving a notification from the City regarding containers in need of immediate repair, the vendor shall either repair or remove the container from service.
 - 6.3.1.1 Any equipment removed shall be replaced with comparable equipment in good working condition and at no additional cost to the City.
- 6.4 A representative of the City will inspect all the containers and identify any major work related to door or divider hinges, locking mechanism, and rust/paint for the recycling containers.
 - 6.4.1 The City will provide a listing of containers needing major repair and/or refurbishing.
 - 6.4.1.1 Vendor shall have 90 calendar days from notification from the City notification to complete the entire listing of repairs.
- 6.5 When repainting containers any material decals or inventory labels need to be protected from being painted over.
- 6.6 The cost of maintaining containers at the recycling drop-off sites, including City-owned containers, shall be included in the monthly service costs of the containers.

7. COLLECTION VEHICLES

- 7.1 In the event the vendor has mechanical problems with collection equipment or limited personnel which do not allow it to service recycling containers or particular recycling sites they shall notify the City and inform them of the vendor's plan to service the site(s).
- 7.2 The vendor shall maintain their collection vehicles in good working order.
- 7.3 In the event oil or other fluids from the vendor's collection vehicles leaks onto the concrete/asphalt at a recycling site staining the surface, the vendor shall be responsible for cleaning the concrete/asphalt.
 - 7.3.1 The contractor shall immediately apply oil absorbent and clean the area.
 - 7.3.2 If this does not clean the oil stain the contractor shall scrub the area with dawn detergent.
 - 7.3.3 Should the oil stain remain the contractor shall hire a vender to power wash and vacuum any liquids used so that it does not drain from the site.

8. VENDOR'S RESPONSIBILITIES

- 8.1 Vendor shall be responsible for each the following items and include all associated costs in the unit prices:

- 8.1.1 Reimbursement from any out of pocket expenses for repairing damages to the recycling site caused by the Vendor.
 - 8.1.1.1 This shall exclude any damages to the site parking lot or driveway caused by the weight of the collection equipment.
- 8.1.2 Provide an answering service 24 hours a day/7 days per week that can accept complaints and customer calls.
- 8.1.3 Providing decals of showing the vendor's name and phone number for selected containers.
- 8.1.4 Providing and maintaining a "Daily Call Log" to keep a record of all complaints and customer service calls received by the vendor and an explanation of how the vendor responded to each respective call.
 - 8.1.4.1 Logs shall be available for inspection by City staff upon request.
- 8.1.5 Notifying the City immediately of any damage to the recycling drop-off site fencing, gates, parking lot stops, or asphalt/concrete parking lot.
- 8.1.6 Removal and properly dispose of litter, furniture, tires, household trash, yard waste, and any other non-recyclable items deposited at the recycling sites in a timely manner.
 - 8.1.6.1 Any illegally dumped material banned from landfill disposal, including but not limited to, batteries, tires, yard waste, appliances, used oil and paint, that are deposited at the recycling sites must be managed in a manner to comply with all current local, state, and federal regulations.
- 8.1.7 Maintaining all recycling drop-off sites in a neat and sanitary condition.
- 8.1.8 Requiring that on each servicing trip the vendor's employees inspect the recycling site for cleanliness.
 - 8.1.8.1 Recyclables deposited outside the recycling container/compartments shall be cleaned-up.
 - 8.1.8.2 Performing a walk-through of the recycling site and picking-up any recyclables deposited outside any recycling container and depositing them in the appropriate container or compartment.
- 8.1.9 Checking any illegally dumped waste for receipts or mail with the name and address of the person depositing material.
 - 8.1.9.1 Any identifiable information of the person illegally dumping waste shall be forwarded to the City along with the time, date, location, and amount of waste that was found.
- 8.1.10 Picking up any litter from the recycling drop-off site that is blown to adjacent property.
- 8.1.11 Receiving approval from the City prior to the vendor disposing recyclables in the landfill.
- 8.1.12 Weighing the full load of recyclables delivered to the recycling processing Vendor and tracking the amount of material deposited at each drop-off site.
 - 8.1.12.1 The amount of recyclable material collected per drop-off site shall be determined by an estimated percent by recyclable item

of the total net weight of the recycling container mutually agreed upon between the City and the Vendor.

8.1.12.2 The City shall provide an excel spread sheet which the Vendor shall use in tracking materials collected at each recycling drop-off site.

8.1.12.2.1 An example, of the excel spread sheet appears in "ATTACHMENT 7".

8.1.13 Responding to requests from the City to weigh each compartment of selected roll-off containers in order to update the formula to determine the proportional weight of each recycled material in the container.

8.1.13.1 This may occur in April and November of each year for a period of no more than two weeks

8.1.14 The schedule for weighing the compartments may be adjusted through mutual agreement of both parties.

8.2 Vendor is not responsible for the following:

8.2.1 Disposing of wastes that are suspected to be infectious, hazardous, toxic, or in liquid form.

8.2.2 The Vendor shall notify the City if they discover waste that is suspected to be infectious, hazardous, toxic or in liquid form

9. CITIES RESPONSIBILITIES

9.1 The City shall be responsible for the following:

9.1.1 Making the necessary property improvements to locate recycling containers on a hard surface and provide screening for the recycling site.

9.1.2 Coordinating with the Vendor on the development of new sites or reconfiguration of current sites to ensure adequate access to recycling containers by the Vendor and public.

9.1.3 Providing an Excel spreadsheet to record monthly service trips and volumes collected.

9.1.4 Scheduling and coordinating a monthly meeting with the collection Vendor to discuss issues associated with the recycling drop-off program.

9.1.5 Regularly inspecting the recycling drop-off sites/containers and providing written notification to the Vendor via a facsimile notification or email regarding illegally dumped material or container repairs needed at the recycling drop-off sites.

9.1.6 Removing any infectious, hazardous, or liquid material deposited at a recycling drop-off site.

9.1.7 Providing any routine maintenance of the parking lot, fencing or landscaping, and snow removal at the recycling drop-off sites.

9.1.8 Providing site instruction signs, street directional signs and signs to discourage illegal dumping at each of the recycling drop-off sites.

9.1.9 Providing decals for the commodity recycling drop-off containers to indicate recyclable material to be deposited in the container or compartment.

10. **SUBCONTRACTORS**

- 10.1 The vendor may subcontract a portion of the collection services; however the City must approve the subcontractor.
 - 10.1.1 The Vendor must provide in the Response Attachment section of the e-bid, all names of the subcontractor(s) and outline what they will be doing.

11. **CHANGES, ADDITIONS, AND MODIFICATIONS**

- 11.1 Any additional work required that involves changes, additions or modifications to the contract or if it involves a fee, must be approved by the City **and must have a contract amendment executed by all parties 30 days prior to such amendment taking effect.**
 - 11.1.1 During the term of the agreement the number of recycling drop-off sites may increase or decrease.
 - 11.1.2 The number and type of recycling containers, location of recycling containers at particular sites, and collection schedules for specific recyclables at drop-off sites may be adjusted by the City during the term of the agreement.
 - 11.1.3 The Vendor may adjust the collection schedule for a recyclable commodity and/or recycling sites but the Vendor must have prior approval from the City.
 - 11.1.4 New drop-off sites may be added or existing sites may be closed by the City during the term of the agreement.
 - 11.1.5 During the term of the contract the processing vendor, with approval by the City, may redirect all or specific recyclable materials to a different facility within the City of Lincoln.
 - 11.1.6 During the term of the contract the City reserves the right to redirect all or specific recyclable materials to another recycling processing center within the City of Lincoln.
 - 11.1.7 The City may identify alternative collection approaches for recyclables at one or more recycling drop-off site.
 - 11.1.7.1 Any changes to collection equipment would be made through mutual agreement between the City and the Vendor.
 - 11.1.7.2 In the event that corrugated cardboard is collected in roll-off boxes provided by the City the Vendor will use the same per pull price that they use for Newspaper roll-off boxes.
 - 11.1.8 During the term of the agreement, other recyclable items may be added to the collection program with mutual agreement by the Vendor and the City.
 - 11.1.8.1 In the event that more than one Vendor services the drop-off sites and additional materials are added to the existing collection contract(s), the type of collection container used to collect the material shall determine the Vendor that will provide collection services for the new material.

12. **GENERAL INFORMATION ON LINE ITEM PRICING**

- 12.1 Vendor shall submit pricing in the e-bid line items as requested.
- 12.2 Additional fees for special handling will be handled as follows:

- 12.2.1 A service charge for additional labor involved in cleaning up recyclables outside the containers may be assessed by the Vendor and paid by the City.
 - 12.2.1.1 This service charge shall be based on the amount of material outside the recycling container and shall not exceed the total per cubic yard fee to empty the recycling container.
- 12.2.2 Additional fees associated with handling and disposing of excessive amounts of household waste and specific banned materials or bulky items as identified by the vendor such as; tires, appliances, furniture, television sets and yard waste.
- 12.2.3 Special handling and services fees for servicing recycling containers on Saturday and Sunday.
- 12.2.4 Special handling and services fees for servicing recycling containers a second or third time during the same day
- 12.3 A per service trip cubic yard or per pull fee, for servicing each type of recycling container shall apply. See “**ATTACHMENT 4**” for weekly service trips and total annual cubic yards or pulls.
 - 12.3.1 This fee shall include, but not be limited to, providing recycling containers, collection and transportation services to the recycling processing Vendor and maintenance of equipment.
- 12.4 Prices must be listed for City sites and County sites.

13. AWARD OF BID

- 13.1 The City will award based on responsiveness, compatibility with layout of existing recycling sites, minimizing litter, maximizing collection efficiencies, vendor's experience, cost and satisfactory information obtained through reference checks.
 - 13.1.1 The bidder shall submit references for their company and any subcontractors in the Response Attachments section of the e-bid which includes a minimum of the following:
 - 13.1.1.1 Number of years' experience in similar type of work.
 - 13.1.1.2 Two references with contact information for communities or businesses with multiple facilities that the Vendor currently provides recycling collection services

14. RECORD KEEPING AND REPORTING

- 14.1 The Vendor shall maintain daily driver logs and records on the servicing of each recycling drop-off site and the total weight of recyclables collected per site.
- 14.2 Each month the Vendor shall provide a completed excel spread sheet on the quantity of recyclable material collected for each site and the date the material was collected.
- 14.3 The monthly report shall be submitted to the City within ten days after the end of each month.

15. INVOICE AND PAYMENT

- 15.1 The Vendor shall submit monthly invoices for each recycling drop-off site, no later than the tenth day of the month, to the City.
- 15.2 The invoice shall indicate the number of service trips and cubic yards serviced, the unit cost for collecting the recyclable material, the total cost to collect recyclables per trip or cubic yard, special handling fees for illegally dumped material and the total sum of money that is to be paid to the Vendor for collection services.
- 15.3 The City shall review the submitted documentation with each monthly bill and verify the amount due the Vendor.
- 15.4 In the event that any penalties or damages are assessed, the City shall correct the invoice and pay the Vendor within thirty (30) days from the receipt of the invoice.

16. VENDOR PERFORMANCE, PENALTIES AND DAMAGES

- 16.1 The City shall provide written email or facsimile notification to clean up litter, household trash, or debris from a particular recycling drop-off site, or dropped from the transport vehicle(s) at any location.
 - 16.1.1 When notification to the Vendor is received after 2:00 p.m. of a given day, the Vendor shall make every attempt to correct the problem that same day.
 - 16.1.1.1 If the site is not cleaned up by noon the following day, the City shall cause the same to be completed and will bill the Vendor for expenses incurred by the City.
 - 16.1.1.2 If the clean-up has not been completed by the end of the workday (no later than 7:00 p.m.), the City shall cause the same to be completed and will bill the Vendor for any expenses incurred by the City.
 - 16.1.2 Failure to empty full recycling container(s) at a particular drop-off location within 6 hours of email or facsimile notification by the City of Lincoln.
 - 16.1.2.1 If the Vendor is notified after 2:00 p.m., the Vendor shall have the container serviced by noon the following day.
 - 16.1.2.2 If said site is not serviced within the above times of written email or facsimile notification by the City of Lincoln, the City shall cause the same to be completed and will bill the Vendor for expenses incurred by the City.
 - 16.1.3 Failure of a driver servicing recycling drop-off site to pick up recyclables placed outside recycling container(s), broken glass, lids, newspaper nylon straps, or other litter at recycling drop-off site - \$25 per occurrence.
 - 16.1.4 Failure to repair or repaint recycling containers within allowed time frame. The City shall cause the same to be completed and will bill the Vendor for expenses incurred by the City.
 - 16.1.5 Failure to clean-up oil spills from collection vehicles on concrete/asphalt within allowed time frames the City shall cause the same to be completed and will bill the Vendor for expenses incurred by the City.

17. COMPLIANCE WITH REGULATIONS AND FLOOD PLAN

- 17.1 The Vendor shall collect and transport recyclables and wastes in compliance with all current local, state and federal regulations.
- 17.2 In the event that a flood warning is issued for a waterway in Lincoln and there is a recycling drop-off site located in the flood plain of the waterway the City and Vendor shall through mutual agreement, institute the flood management plan for recycling drop-off sites see "**ATTACHMENT 8**" for a sample plan.
 - 17.2.1 Recycling sites that are required to have their recycling containers removed and relocated are:
 - 17.2.1.1 West P Street and N.W. Roundhouse Drive
 - 17.2.1.2 48th Street Transfer Station
 - 17.2.1.3 Air Park Recreation Center
 - 17.2.1.4 A & J Recycling Center.
 - 17.2.2 Said plan will be negotiated between the successful vendor and the City within 60 days following contract award.

18. PERFORMANCE BOND

- 18.1 As further security for the performance of the agreement and in order to assure the City of Lincoln's continued operation of the recycling drop-off sites, the vendor shall supply within fifteen (15) days of notice of award of the contract a "Contract and a Performance Bond" written on a minimum of an annual basis, on forms required by the City of Lincoln, in an amount not less than \$40,000.
 - 18.1.1 Such Performance Bond to be used as security for the performance of the contract.
 - 18.1.2 Such Performance Bond shall be maintained for the entire term of this contract and/or renewal.
 - 18.1.3 The surety on the "Contract and the Performance Bond" shall be a duly authorized surety company, licensed to do business in the State of Nebraska, satisfactory to the City of Lincoln.
 - 18.1.4 No surety company will be accepted as a bonder that does not have a permanent agent or representative in Lancaster County, Nebraska, upon whom notices may be served; service of such agent or representative in Lancaster County shall be equal to service of such notice on the president or other such officer as may be concerned.
 - 18.1.5 Should the surety company acting as bonder remove its permanent agent or representative from Lancaster County, the Vendor shall then furnish the City of Lincoln with new surety bond conforming to the above described requirements.

19. ESCALATOR/DE-ESCALATOR CLAUSE FOR CONTRACT RENEWAL

- 19.1 On the anniversary date of the Contract execution, the Vendor may request that bid prices be adjusted based upon the Kansas City Consumer Price Index for Urban Wage Earners and Clerical Workers (KC CPIW) (Transportation Series ID CWUURA214SAT) as obtained from Region VII United States Department of Labor and Bureau of Labor Statistics (See "**ATTACHMENT 9**"), but the amount shall not exceed 4% in any period.

- 19.1.1 The adjusted prices shall be computed as follows:
 - 19.1.1.1 Current index value (July-Dec 2015)
 - 19.1.1.2 Index Difference = Index value (July-Dec 2016) minus index value (July-Dec 2015)
 - 19.1.1.3 Price Revision Factor = Index Difference divided by index value (July-Dec 2015)
 - 19.1.1.4 New price for Next Annual Period = (1 + Price Revision Factor) x Original Bid price
- 19.2 Either party may request price adjustment by giving 30 days written notice to the City/County Purchasing Agent requesting contract renewal.

**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.