C - 14 - 0414

RECEIVED

AUG 13 2014

LANCASTER COUNTY CLERK

AMENDMENT TO AGREEMENT
CITY OF LINCOLN/LANCASTER COUNTY
ANNUAL REQUIREMENTS OF PUMPING, HAULING AND DISPOSAL SERVICES
FOR
LIQUID WASTE PRODUCTS, BID NO 13-173
FIRST RENEWAL

This Amendment is hereby entered into by and between **Tan-Aire, Inc., 4835 S. Haven Dr., Lincoln, NE 68516** (hereinafter "Contractor") and **Lancaster County and The City of Lincoln** (hereinafter "Owners"), for the purpose of renewing the **Contract C-13-0449**, dated **September 3, 2013** and **E.O. 86399**, dated **August 27, 2013**, (the "Contract"), for **The Annual Requirements of Pumping, Hauling and Disposal Services for Liquid Waste Products, Bid No. 13-173**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is **September 3, 2013 through September 2, 2014**, with the option to renew for **three (3)** additional one (1) year terms; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning **September 3, 2014 through September 2, 2015;** and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed **$500.00** without prior approval of the Lancaster County Board of Commissioners.

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed **$25,000.00** without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County **Contract C-13-0449** and **City E.O. 86399**, all amendments thereto, and as stated herein, the parties agree as follows:

1) The Contract shall be renewed for an additional one (1) year term beginning **September 3, 2014 through September 2, 2015;** and
2) The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed **$500.00** without prior approval of the Lancaster County Board of Commissioners.
3) The estimated expenditures for City Departments for the term of this renewal shall not exceed **$25,000.00** without prior approval by the City of Lincoln.
4) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

The Board of County Commissioners of Lancaster County, Nebraska

Executed this 19 day of August, 2014

City of Lincoln, Nebraska

Executed this 15th day of Sept., 2014

Chris Beutler, Mayor

Lancaster County Attorney

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	Tan-Aire Inc
By: (Please Sign)	Cliff Doty
By: (Please Print)	CLIFF Doty
Title: (Please Print)	Vice Pres
Company Address: (Please Print)	4835 South Haven Dr Lincoln NE 68516
Company Phone & Fax: (Please Print))	402-476-6456
E-Mail Address: (Please Print)	Cliff.tanaire@Gmail.com
Date: (Please Print)	8-6-2014
Contact Person For: "Orders or Service" (Please Print)	CLIFF Doty
Phone Number: (Please Print)	402-432-1303

C-13-0580
NOV 21 2013

Amendment to Agreement
City of Lincoln/Lancaster County
Annual Requirements of Pumping, Hauling and Disposal Services
for Liquid Waste Products
Bid No. 13-173
Additional Usage

This Amendment is hereby entered into on this ____ day of _____, 2013, by and between **Tan-Aire Inc., 4835 S. Haven Drive, Lincoln, NE 68516** (hereinafter "Contractor") and **Lancaster County and The City of Lincoln** (hereinafter "Owners"), for the purpose of amending the **Contract C-13-0449**, dated August 29, 2013, and **E. O. 086399**, dated August 27, 2013, (the "Contract"), for **The Annual Requirements of Pumping, Hauling and Disposal Services for Liquid Waste Products, Bid No. 13-173**, which is made a part of this amendment by this reference.

WHEREAS, the parties wish to amend the contract to add additional usage for the City of Lincoln, per revised Attachment D and Attachment E; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-13-0448 and E.O. 086399, and stated herein the parties agree as follows:

1) The parties wish to amend the contract to add additional usage for the City of Lincoln, per revised Attachment D and Attachment E.
2) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Lancaster County Board of Commissioners

Executed this 26 **day of** November **2013**

Hudkins Absent

Schorr Absent

City of Lincoln

Executed this 18th **day of** Nov. **, 2013**

Public Works and Utilities Director

Approved by Directorial Order No. 10327

Lancaster County Attorney

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	Tan-Aire Inc
By: (PLEASE PRINT)	Cliff Doty
By: (PLEASE SIGN)	Cliff Doty
Title:	Vice Pres
Company Address: (PLEASE PRINT)	4835 South Haven Dr Lincoln NE 68516
Company Phone & Fax: (PLEASE PRINT)	402-483-2311 402-476-6456
E-Mail Address: (PLEASE PRINT)	Cliff.tanaire@Gmail.com
Date	12-29-2013

Revised Attachment D

TAN-AIRE, INC.

PRIMARY VENDOR

PKG 1	CITY LANDFILL
1.1	Bluff Road Landfill Maintenance Shop
1.2	North 48th Landfill Maintenance Shop
1.3	Bluff Road Landfill - Hauling of Leachate
1.4	Bluff Road Landfill - Extraction of Leachate
PKG 5	**LINCOLN POLICE DEPARTMENT**
5.1	Police Garage
PKG 7	**PARKING SERVICES**
7.1	Carriage Park, 1128 "L" Street
7.2	Center Park, 1120 "N" Street
7.3	Cornhusker, 1220 "L" Street
7.4	Haymarket, 848 "Q" Street
7.5	Market, 925 "Q" Street
7.6	Larson Bldg./Block 38, 1317 "Q" Street
7.7	Lumberworks, 725 "O" Street
7.8	Que Place, 1111 "Q" Street
7.9	University Square, 101 N. 14th Street
PKG 8	**PARKS AND RECREATION**
8.2	Pioneers Golf (Grease)
8.3	Highland's Golf (Grease)
8.4	Holmes Golf Clubhouse (Septic)
8.6	Jim Ager Golf (Grease)
8.17	Pioneer's Prairie Interpretive Bldg Tank 1 (Septic)
8.18	Pioneer's Prairie Interpretive Bldg Tank 2 (Septic)
8.21	Star City Pool (Surge)
8.26	Uni Pool (Grease)
8.27	Bowling Lake Intake (Mud)
PKG 9	**STARTRAN**
9.1	710 "J" Street - 5 Tanks (Quarterly Service all 5)
PKG 10	**WASTEWATER**
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10.2	A-6, 2400 Theresa Street
10.3	DSHT-8901, Northeast Teatment Plant, Bldg. B-9
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10.6	D-3, West Side of Havelock Ave. & Cornhusker Underpass
10.7	D-4, Pedestrian Underpass, 2nd & "F" Street
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10.10	C-3, 412 West Lakeshore Drive
10.11	C-4, 52 West Lakeshore Drive
10.12	C-5, 1721 Surfside Drive
10.13	C-6, 550 West Industrial Lake Drive
10.14	C-7, 1598 East Industrial Lake Drive
10.15	C-8, West "P" Street & Salt Creek

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10.18	C-11, 3700 North 31st Street, East of 27th & Fairfield
10.19	C-12, 66th & Burlington Avenue
10.20	C-13, NW 3rd & Charleston
10.21	C-14, S. Coddington & W. Millstone Road
10.22	C-15, West Denton & Highway 77
*Amendment	Various Sanitary Sewer Manholes (as needed)

**Line added via contract amendment*

SECONDARY VENDOR

PKG 2	COUNTY ENGINEERING
2.1	Main Shop
2.2	Waverly Shop
2.3	Walton Shop
2.4	40th & Saltillo Shop
2.5	Bennet Shop
2.6	Roca Shop
2.7	Panama Shop
2.8	Firth Shop
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Tan-Aire, Inc.
4835 South Haven Drive, Lincoln, NE 68516
402-483-2311

FAX COVER SHEET

Date: 10-15-2013 Number of pages (including cover): 1

To: Suzanne M Siemer Fax Number: 402-441-6573

Company: Lincoln Purchasing

From: Cliff Doty 432-1303

Comments: [redacted] Quote-13-173

1) Hourly Rate Regular hours $175.00 an hr
2) Hourly Rate Emergency hour $262.50 an hr

any Questions?
please call!!
Cliff Doty
432-1303

RECEIVED
C-13-040
AUG 29 2013
LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA

ANNUAL REQUIREMENTS
OF
Pumping, Hauling and Disposal Services for Liquid Waste Products
Bid No. 13-173

Tan-Aire Inc.
4835 S Haven Dr.
Lincoln, NE 68516
(402)432-1303

CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this _____ day of_____2013, by and between **Tan-Aire Inc., 4835 S Haven Dr., Lincoln, NE 68516**, 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, hereinafter called the "Owners".

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

For providing **Pumping, Hauling and Disposal Services for Liquid Waste Products, Bid No. 13-173** 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 Line Items highlighted in yellow on "ATTACHMENT D" as Primary Vendor and to Line Items highlighted in purple on the "ATTACHMENT D" as Secondary Vendor for Pumping, Hauling and Disposal for Liquid Waste Products and "ATTACHMENT C" for Emergency Services."

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 Pumping, Hauling and Disposal Services for Liquid Waste Products, according to Line Item pricing and attributes as listed in the Contractor's 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 and the estimated amount for the Primary and Secondary for the City is approximately $50,000.00 The County shall order on an as-needed basis for the duration of the contract and the estimated amount for the Primary and Secondary for the County is approximately $4,000.00 The total cost of services shall not exceed these amounts 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 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 and Lancaster County, Nebraska. 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") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County.

8. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a one (1) year term with option to renew for three (3) additional one (1) year terms.

9. The Contract Documents comprise the Contract, and consist of the following:
   1. Contract Agreement
   2. Accepted Proposal/Supplier Response
   3. Addendums No. 1
   4. Special Provisions
   5. Specifications
   6. Attachments A, B, C and D
   7. Instructions to Bidders
   8. Insurance Requirements
   9. Sales Tax Exemption Form 13

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 Clerk

CITY OF LINCOLN, NEBRASKA

Chris Beutler, Mayor

Approved by Executive No. 086399

Dated Aug. 27, 2013

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Lancaster County Attorney

The Board of County Commissioners of Lancaster, Nebraska

Amundson Absent

Dated 9/3/13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Teresa J Meier
Secretary

(SEAL)

Tan-Aire Inc
Name of Corporation

4835 South Haven Dr
(Address)

By: Cliff F Doby
Duly Authorized Official

Vice Pres
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

ATTACHMENT C

Tan-Aire, Inc.
4835 South Haven Drive, Lincoln, NE 68516
402-483-2311

FAX COVER SHEET

Date: 7-24-2013 **Number of pages (including cover):** 1

To: Lincoln Purchasing **Fax Number:** 402-441-6513

Company:

From: Cliff Doty

Comments: Tan-Aire Response to Attributes #19 #20
Is $262.50 an hr not included to original price
only After Hours still not added to

Any Questions?
please call
Cliff 402-432-1303

Attachment D

TAN-AIRE, INC.

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

Bid Information

Bid Creator	Suzanne Siemer Asst. Purchasing Agent
Email	ssiemer@lincoln.ne.gov
Phone	(402) 441-7414
Fax	(402) 441-6513
Bid Number	13-173 Addendum 1
Title	Pumping, Hauling and Disposal Services for Liquid Waste Products
Bid Type	Bid
Issue Date	06/21/2013
Close Date	7/5/2013 12:00:00 PM CT
Need by Date	

Contact Information

Address	Purchasing 440 S. 8th St. Lincoln, NE 68516
Contact	Suzanne Siemer Asst. Purchasing Agent
Department	Purchasing
Building	
Floor/Room	Suite 200
Telephone	(402) 441-7414
Fax	(402) 441-6513
Email	ssiemer@lincoln.ne.gov

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	Tan-Aire Inc
Address	4835 S Haven dr lincoln, NE 68516
Contact	Cliff Doty
Department	
Building	
Floor/Room	
Telephone	1 (402) 432/1303
Fax	1 (402) 476-6456
Email	CDoty@MicroLNK.com
Submitted	7/3/2013 7:26:13 AM CT
Total	$26,150.00

Signature _____

Supplier Notes

All Prices Are Based On Reg Work Hrs 8 To 5 Aft Hrs Time And 1/2 262.50 An hour

Bid Notes

If you need assistance in preparing your bid, 1) Click the "Help" button in the upper right hand corner of any screen; 2) Contact our office at 402-441-7417 to set up a training session in Purchasing or assistance over the phone.

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
4	Federal Bidding Documents and Compliance	I have read and understand the Federal Forms attached to this bid and hereby agree to comply with the provisions as they are listed in the forms.	Y
5	Attachment A	I have reviewed the locations listed in "Attachment A" and our company has submitted line item pricing for each location in which our company has capibility to provide service?	Yes
6	Attachment B	I acknowledge reading and understanding Attachment B.	Yes
7	Current Disposal Fee	I have viewed the "Current Disposal Fee" attachment and agree that such fees charged to the City/County department must be billed according to Wastewater's fee schedules that are current for the time of the service and shall not be in excess of those amounts?	Yes
8	Sample Contract	I acknowledge reading and understanding the sample contract for County and County?	Yes
9	Sample Contract	I acknowledge reading and understanding the sample contract for StarTran?	Yes
10	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be a one (1) year term from the date of the executed contract with the option to renew for three (3) additional one (1) year terms? (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	clifford I doty
11	Assignability Conditions	I acknowledge and understand that the Vendor shall not assign any portion of the work to be performed under the terms of a contract or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities hereunder without the prior written consent of the City of Lincoln.	Yes
12	Renewal is an Option	Contract Extenstion Renewal is an option.	Yes
13	Licensing and Permits	I acknowledge that our company is fully certified and licensed to perform these services and will provide Purchasing with copies of all permits prior to award?	Yes
14	Service Schedule	I acknowledge that our company will perform these services on an as-needed basis or on a regular schedule as requested by the City and County Departments.	Yes
15	Emergency Service	I agree that our company will be on-site within 4 hours from time of request to perform Emergency services.	Yes

16	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
17	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
18	Disposal Fee	I agree to only charge the disposal fee set by the City of Lincoln Wastewater Department for all services provided under this contract.	Yes
19	Emergency Service - per "Location"	Additional Charge to be added to the per location rate for line items bid as per "LOCATION" for Emergency Service City/County locations between 5:00 p.m. to 7:00 a.m. Central Time:	time and half 262.50 an ahr
20	Emergency Services - per "Hour"	Additional Charge to be added to the per hour rate for line items bid as per "HOUR" for Emergency Service City/County locations between 5:00 p.m. to 7:00 a.m. Central Time:	time And Half 262.50 AN hr
23	Disposal Location	Do you dispose of all your waste at the City of Lincoln Wastewater facility? Indicate "YES" OR "NO"? If "NO", then please indicate what other location you use for disposal?	yes
24	Load Component Receipt	I have reviewed the "Load Component Receipt" and understand that a copy of this receipt must be included with the invoice.	Yes
25	Contact	Name of person submitting this bid:	clifford l doty
26	Electronic Signature	Please check here for your electronic signature.	Yes
27	SAM Requirement	Vendors must be registered with the System for Award Management (SAM) system to be eligible for award on this bid due to the use of Federal Grant funds. Are you registered with SAM? YES or NO <B>IF NO, YOUR BID MAY BE REJECTED To register in the SAM system go to www.sam.gov - Click: Create User Account.	no
28	DUNS Requirement	A DUNS (Data Universal Numbering System) Number is required to award a Federal Grant contract. Please list your DUNS number in the space provided. If you do not have a DUNS number go to http://fedgov.dnb.com/webform/CCRSearch.do Failure to obtain a DUNS number may result in the rejection of your bid.</B>	do not know duns number

29	Numbers in Price Box	<b> I acknowledge, understand and hereby verify that ONLY numbers have been typed into the Unit Price box in the Line Item section of this ebid response. I further understand that if any symbols or letters (other than a decimal point for dollars and cents) have been typed into the Unit Price box that it will result in my bid showing an amount of $0 for respective line items. <b>	Yes
30	Service Representative	List the name, address and phone number of the Representative that will be notified of any and all activity related to this account. Also list a secondary name and phone number if the Representative is not available for any reason.	clifford L Doty
31	Page 2 - Attributes	Please note that there is a page 2 of Attributes that you must complete as part of your bid.	Yes
32	Discount for servicing multiple tanks at MSC	Will your company offer a discount for multiple pumping and hauling services at the "Municipal Service Center" - YES OR NO?	No
33	Cleaning Floor Drains	In the event a department requests the floor grates and drains to be cleaned, does your company charge additional above your rate for per "LOCATION or per "HOUR" to clean the grates, troughs and wash the mud through the drain pipes at a location? YES OR NO: If "YES" indicate the ADDITIONAL amount only that will be charged for line items bid as: per "LOCATION"? per "HOUR"?	Yes 175.00 An Hr
34	Hydro-Vacuum Service	Does your company offer service for "Hydro-Vacuum" - Indicate "YES" or "NO"? If "YES", then please provide your price per "HOUR" to provide this service (include all applicable charges such as, but not limited to, Trip Charge, Labor, Truck, Materials, and Equipment).	Yes 250.00 AN hr
35	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
36	References	I have attached my References to the Response Attachment section of this bid.	Yes
37	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	PKG	CITY LANDFILL - Pumping, Hauling and Disposal Services for Liquid Waste Products	$700.00

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
1.1	1	LOCATION	Bluff Road Landfill Maintenance Shop - MUD (Approx. 250 Gallons) 	175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

1.2	1	LOCATION	North 48th Landfill Maintenance Shop - MUD (Approx. 250 Gallons) 	175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

1.3	1	HOUR	Bluff Road Landfill - Hauling of Leachate to Northeaste Wastewater Treatment Plant (Approx. 6,000 Gallons) 	175.00

Item Notes: Price must be bid per "HOUR" - and the price per hour must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

1.4	1	HOUR	Bluff Road Landfill - Extraction of Leachate from Risers/Sumps (Approx. 6,000 Gallons) 	175.00

Item Notes: Price must be bid per "HOUR" - and the price per hour must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

2	1	PKG	COUNTY ENGINEERING - Pumping, Hauling and Disposal Services for Liquid Waste Products	$4,900.00

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
2.1	1	LOCATION	Main Shop - 3 Tanks: All MUD/WATER (Tank sizes are approx. 500, 250 and 250 gallons) *Provide the total price to service all 3 tanks during the SAME visit. **Also, indicate in the "Notes" section (to the right) - your price to provide non-emergency, individual service to each of the 3 tanks.	175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

2.2	1	LOCATION	Waverly Shop - MUD/WATER (Approx. 250 gallons) 	175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

2.3	1	LOCATION	Walton Shop - MUD/WATER (Approx. 100 gallons) 	175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

2.4	1	LOCATION	40th & Saltillo Shop - MUD/WATER (Approx 100 gallons) 	175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier

Notes:

2.5 1 LOCATION Bennet Shop - MUD/WATER
(Approx. 100 gallons)

 175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

2.6 1 LOCATION Roca Shop - 2 Tanks: 1-MUD/WATER and 1-SEPTIC
(Tank sizes are approx. 1,500 and 1,000 gallons)

*Provide the total price to service both tanks during the SAME visit.

**Also, indicate in the "Notes" section (to the right) - your price to provide non-emergency, individual service to each of the 2 tanks. 350.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

2.7 1 LOCATION Panama Shop - MUD/WATER
(Approx. 100 gallons)

 350.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

2.8 1 LOCATION Firth Shop - MUD/WATER
(Approx. 100 gallons)

 350.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

2.9	1	LOCATION	Hallam Shop - MUD/WATER (Approx. 100 gallons) 	350.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

2.10	1	LOCATION	Kramer Shop - MUD/WATER (Approx. 100 gallons) 	525.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

2.11	1	LOCATION	Sprague Shop - MUD/WATER (Approx. 1,750 gallons) 	350.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

2.12	1	LOCATION	Denton Shop - 2 Tanks: 1-SEPTIC and 1-MUD/WATER (Tank sizes are approx. 1,000 and 100 gallons) *Provide the total price to service both tanks during the SAME visit. **Also, indicate in the "Notes" section (to the right) - your price to provide non-emergency, individual service to each of the 2 tanks.	350.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

2.13	1	LOCATION	Emerald Shop - HOLDING SEWER & MUD MIXED (Approx. 500 gallons) 	350.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

2.14	1	LOCATION	Malcolm Shop - MUD/WATER (Approx. 100 gallons) 	350.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

2.15	1	LOCATION	Raymond Shop - MUD/WATER (Approx. 100 gallons) 	350.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

2.16	1	LOCATION	Davey Shop - MUD/WATER (Approx. 100 gallons) 	350.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

3	1	PKG	LANCASTER COUNTY CORRECTIONS - Pumping, Hauling and Disposal Services for Liquid Waste Products	$525.00

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
3.1	1	LOCATION	Lancaster Correctional Facility, 4421 N.W. 41st St. - GREASE (Approx. 1,000 Gallons) 	175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

3.2	1	LOCATION	Intake and Detention Facility, 605 S. 10th St. - GREASE (Approx. 1,000 Gallons) 	175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

3.3	1	LOCATION	New Detention Facility, West "O" Street - GREASE (Approx. 1,000 Gallons) 	175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

4	1	PKG	LINCOLN FIRE AND RESCUE - Pumping, Hauling and Disposal Services for Liquid Waste Products	$175.00

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
4.1	1	LOCATION	Station #1, 1801 "Q" Street - MUD/SAND (Approx. 25 Gallons) 	No Bid

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

4.2 1 LOCATION Station #2, 1545 N. 33rd Street - MUD/SAND
(Approx. 250 Gallons)

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

4.3 1 LOCATION Station #3, 2nd & "N" Street - MUD/SAND
(Approx. 25 Gallons)

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

4.4 1 LOCATION Station #4, 5600 S. 27th Street - MUD/SAND
(Approx. 25 Gallons)

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

4.5 1 LOCATION Station #5, 3640 Touzalin - MUD/SAND
(Approx. 25 Gallons)

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

4.6 1 LOCATION Station #6, 5051 S. 48th Street - MUD/SAND
(Approx. 25 Gallons)

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

4.7 1 LOCATION Station #8, 2760 S. 17th Street - MUD/SAND
(Approx. 25 Gallons)

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

4.8 1 LOCATION Station #9, 901 N. Cotner Blvd. - MUD/SAND
(Approx. 25 Gallons)

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

4.9 1 LOCATION Station #10, 1440 Adams Street - MUD/SAND
(Approx. 25 Gallons)

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

4.10 1 LOCATION Station #12, 2201 S. 84th Street - MUD/SAND
(Approx. 25 Gallons)

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

4.11 1 LOCATION Logistics Shop, 300 South Street - MUD/SAND
(Approx. 250 Gallons)
 175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

5	1	PKG	LINCOLN POLICE DEPARTMENT - Pumping, Hauling and Disposal Services for Liquid Waste Products	$175.00

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
5.1	1	LOCATION	Police Garage - MUD (Approx. 1,000 Gallons) 	175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

6	1	PKG	MUNICIPAL SERVICE CENTER - Pumping, Hauling and Disposal Services for Liquid Waste Products	$1,925.00

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
6.1	1	LOCATION	Radio Shop - MUD (Approx. 141 Gallons - 24" x 72") 	175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

6.2	1	LOCATION	Engineering Services Lab - MUD (Approx. 141 Gallons - 24" x 72") 	175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

6.3 1 LOCATION Urban Search & Rescue - MUD
(Approx. 141 Gallons - 24" x 72")
 175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

6.4 1 LOCATION Lincoln Fire & Rescue - MUD
(Approx. 141 Gallons - 24" x 72")
 175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

6.5 1 LOCATION Signal Shop - MUD
(Approx. 141 Gallons - 24" x 72")
 175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

6.6 1 LOCATION Sign Shop - MUD
(Approx. 141 Gallons - 24" x 72")
 175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

6.7 1 LOCATION Parks & Recreation - 4 Tanks: All MUD
(4 - 24" x 72" 141 gallon tanks)

*Provide the total price to service all 4 tanks during the SAME visit.

 175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

6.8	1	LOCATION	West District - 3 Tanks: All MUD (2 - 24" x 72" 141 gallon tanks and 1 - 48" x 72" 552 gallon tank) *Provide the total price to service all 3 tanks during the SAME visit. 	350.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

6.9	1	LOCATION	Fleet Maintenance - 5 Tanks: All MUD (4 - 24" x 72" 141 gallon tanks and 1 - 48" x 72" 552 gallon tank) *Provide the total price to service all 5 tanks during the SAME visit. 	350.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

7	1	PKG	PARKING SERVICES - Pumping, Hauling and Disposal Services for Liquid Waste Products	$1,925.00

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
7.1	1	LOCATION	Carriage Park, 1128 "L" Street - MUD/SAND (Approx. 1,500 Gallons) 	175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

7.2	1	LOCATION	Center Park, 1120 "N" Street - MUD/SAND (Approx. 500 Gallons) 	175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

7.3	1	LOCATION	Cornhusker, 1220 "L" Street - MUD/SAND (Approx. 300 Gallons) 	175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

7.4	1	LOCATION	Haymarket, 848 "Q" Street - MUD/SAND (Approx. 300 Gallons) 	175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

7.5	1	LOCATION	Market, 925 "Q" Street - MUD/SAND (Approx. 1,500 Gallons) 	175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

7.6	1	LOCATION	Larson Bldg./Block 38 - 1317 "Q" Street - MUD/SAND (Approx. 500 Gallons) 	350.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

7.7	1	LOCATION	Lumberworks - 725 "O" Street - MUD/SAND (Number of Gallons is unknown) 	350.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

7.8	1	LOCATION	Que Place, 1111 "Q" Street - MUD/SAND (Approx. 300 Gallons) 	175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

7.9	1	LOCATION	University Square, 101 N. 14th Street - MUD/SAND (Approx. 300 Gallons) 	175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8	1	PKG	PARKS AND RECREATION - Pumping, Hauling and Disposal Services for Liquid Waste Products	$11,450.00

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
8.1	1	LOCATION	Pioneers Golf - 2 Tanks: Both SEPTIC (Approx. 500 Gallons each) *Provide the total price to service both tanks during the SAME visit. **Also, indicate in the "Notes" section (to the right) - your price to provide non-emergency, individual service to each of the 2 tanks.	350.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8.2	1	LOCATION	Pioneers Golf - GREASE (Approx. 10 Gallons each)	95.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8.3	1	LOCATION	Highlands Golf - GREASE (Approx. 10 Gallons)	95.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8.4	1	LOCATION	Holmes Golf Clubhouse - SEPTIC (Approx. 5,000 Gallons)	350.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8.5	1	LOCATION	Holmes Golf Clubhouse - GREASE (Approx. Size 1,000)	175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8.6	1	LOCATION	Jim Ager Golf - GREASE (Approx. 5.3 Gallons)	95.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8.7	1	LOCATION	Oak Lake Park - SEPTIC (Approx. 1,000 Gallons)	195.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8.8	1	LOCATION	Roper Park West - SEPTIC (Approx. 1,000 Gallons)	195.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8.9	1	LOCATION	Mahoney Park - 2 Tanks: Both SEPTIC (Approx. 1,000 Gallons each) *Provide the total price to service both tanks during the SAME visit. **Also, indicate in the "Notes" section (to the right) - your price to provide non-emergency, individual service to each of the 2 tanks.	350.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8.10	1	LOCATION	NE District Shop - MUD (<200 Gallons)	175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8.11	1	LOCATION	Holmes Park - SEPTIC (Approx. 1,000 Gallons)	195.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8.12	1	LOCATION	Observatory - SEPTIC (500 Gallons)	195.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8.13 1 LOCATION Pioneers Park Concession - SEPTIC
 (1,000 Gallons) 195.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8.14 1 LOCATION Pioneers Park Maintenance - SEPTIC
 (1,000 Gallons) 195.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8.15 1 LOCATION Wilderness Octagon - SEPTIC
 (1,000 Gallons) 195.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8.16 1 LOCATION Chet Ager Bldg. - SEPTIC
 (1,000 Gallons) 195.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8.17 1 LOCATION Pioneers Prairie Interpretive Bldg. - Tank 1 - SEPTIC
 (3,000 Gallons) 195.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8.18 1 LOCATION Pioneers Prairie Interpretive Bldg. - Tank 2 - SEPTIC
 (3,000 Gallons) 350.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8.19 1 LOCATION Pioneers Prairie Interpretive Bldg. - LIFT STATION
 (500 Gallons) 195.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8.20 1 LOCATION Star City Pool - BACKWASH
 (10,500 Gallons) 1,400.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8.21 1 LOCATION Star City Pool - SURGE
 (25,000 Gallons) 1,400.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8.22 1 LOCATION Star City Pool - GREASE
 (600 Gallons) 175.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8.23 1 LOCATION Highlands Pool - 2 Tanks: Both GREASE
 (Approx. 10 Gallons each)

 195.00

*Provide the total price to service both tanks during the SAME visit.

**Also, indicate in the "Notes" section (to the right) - your price to provide non-emergency, individual service to each of the 2 tanks.

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8.24 1 LOCATION Highlands Pool - BACKWASH
 (7,000 Gallons) 1,400.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8.25 1 LOCATION Uni Pool - BACKWASH
 (7,000 Gallons) 1,400.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8.26 1 LOCATION Uni Pool - GREASE
 (10 Gallons) 95.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8.27 1 LOCATION Bowling Lake Intake - MUD
 (6,000 Gallons) 1,400.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8.28	1	LOCATION	Pinewood Bowl - 2 Tanks: Both SEPTIC Public Restrooms & Back Stage (Approx. 1,500 Gallons each) *Provide the total price to service both tanks during the SAME visit.

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

8.29	1	LOCATION	Pinewood Bowl - SEPTIC Concession Area (Approx. 1,000 Gallons)

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

9	1	PKG	STARTRAN - Pumping, Hauling and Disposal Services for Liquid Waste Products	$525.00

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
9.1	1	LOCATION	710 "J" Street - 5 Tanks: All MUD (1 - 1,000 gallon tank and 4 - 500 gallon tanks) *Provide the total price to service all 5 tanks during the SAME visit. **Also, indicate in the "Notes" section (to the right) - your price to provide non-emergency, individual service to each of the 5 tanks.	525.00

Item Notes: Price must be bid per "LOCATION" - and the price for this location must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

10	1	PKG	WASTEWATER - Pumping, Hauling and Disposal Services for Liquid Waste Products	$3,850.00

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
10.1	1	HOUR	A-32, 2400 Theresa Street - 2 Tanks: SEWER/GREASE (Approx. 5,000 gallon each) 	175.00

Item Notes: Price must be bid per "HOUR" - and the price per hour must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

10.2	1	HOUR	A-6, 2400 Theresa Street - GRIT (Approx. 7,000 gallons) 	175.00

Item Notes: Price must be bid per "HOUR" - and the price per hour must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

10.3	1	HOUR	DSHT-8901, Northeast Treatment Plant, Bldg. B-9 - SEWER (Approx. 1,000 gallons)	175.00

Item Notes: Price must be bid per "HOUR" - and the price per hour must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

10.4	1	HOUR	D-1, North 48th & Cornhusker Underpass - GRIT, Storm Water Lift Station (Approx. 3,500 gallons)	175.00

Item Notes: Price must be bid per "HOUR" - and the price per hour must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

10.5	1	HOUR	D-2, East Side of Havelock Ave & Cornhusker Underpass - GRIT, Storm Water Lift Station (Approx. 3,500 gallons)	175.00

Item Notes: Price must be bid per "HOUR" - and the price per hour must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

10.6	1	HOUR	D-3, West Side of Havelock Ave & Cornhusker Underpass - GRIT, Storm Water Lift Station (Approx. 5,000 gallons)	175.00

Item Notes: Price must be bid per "HOUR" - and the price per hour must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

10.7	1	HOUR	D-4, Pedestrian Underpass, 2nd & "F" Street - GRIT, Storm Water Lift Station (Approx. 2,000 gallons)	175.00

Item Notes: Price must be bid per "HOUR" - and the price per hour must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

10.8	1	HOUR	C-1, NW 44th & West Cummings - SEWER, Sanitary Lift Station (Approx. 1,000 gallons)	175.00

Item Notes: Price must be bid per "HOUR" - and the price per hour must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

10.9	1	HOUR	C-2, 952 No. Lakeshore Drive - SEWER, Sanitary Lift Station (Approx. 1,000 gallons) 	175.00

Item Notes: Price must be bid per "HOUR" - and the price per hour must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

10.10	1	HOUR	C-3, 412 West Lakeshore Drive - SEWER, Sanitary Lift Station (Approx. 1,000 gallons) 	175.00

Item Notes: Price must be bid per "HOUR" - and the price per hour must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

1 10.11	HOUR	C-4, 52 West Lakeshore Drive - SEWER, Sanitary Lift Station (Approx. 1,000 gallons) 	175.00

Item Notes: Price must be bid per "HOUR" - and the price per hour must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

1 10.12	HOUR	C-5, 1721 Surfside Drive - SEWER, Sanitary Lift Station (Approx. 1,000 gallons) 	175.00

Item Notes: Price must be bid per "HOUR" - and the price per hour must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

1 10.13	HOUR	C-6, 550 West Industrial Lake Drive - SEWER, Sanitary Lift Station (Approx. 5,000 gallons) 	175.00

Item Notes: Price must be bid per "HOUR" - and the price per hour must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

1 10.14	HOUR	C-7, 1598 East Industrial Lake Drive - SEWER, Sanitary Lift Station (Approx. 5,000 gallons) 	175.00

Item Notes: Price must be bid per "HOUR" - and the price per hour must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

1 10.15	HOUR	C-8, West "P" Street & Salt Creek - SEWER, Sanitary Lift Station (Approx. 3,000 gallons)	175.00

Item Notes: Price must be bid per "HOUR" - and the price per hour must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

1 10.16	HOUR	C-9, 400 West "D" Street - SEWER, Sanitary Lift Station (Approx. 5,000 gallons)	175.00

Item Notes: Price must be bid per "HOUR" - and the price per hour must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

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1 10.17	HOUR	C-10, 3rd & Rose Street, - SEWER, Sanitary Lift Station (Approx. 1,000 gallons)	175.00

Item Notes: Price must be bid per "HOUR" - and the price per hour must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

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1 10.18	HOUR	C-11, 3700 North 31st Street, East of 27th & Fairfield - SEWER, Sanitary Lift Station (Approx. 10,000 gallons)	175.00

Item Notes: Price must be bid per "HOUR" - and the price per hour must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

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1 10.19	HOUR	C-12, 66th & Burlington Avenue - SEWER, Sanitary Lift Station (Approx. 1,000 gallons)	175.00

Item Notes: Price must be bid per "HOUR" - and the price per hour must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

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1 10.20	HOUR	C-13, NW 3rd & Charleston - SEWER, Sanitary Lift Station (Approx. 1,000 gallons)	175.00

Item Notes: Price must be bid per "HOUR" - and the price per hour must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

1 10.21	HOUR	C-14, S. Coddington & W. Millstone Road - SEWER, Sanitary Lift Station (Approx. 1,000 gallons)	175.00

Item Notes: Price must be bid per "HOUR" - and the price per hour must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes:

1 10.22	HOUR	C-15, West Denton & Highway 77 - SEWER, Sanitary Lift Station (Approx. 1,000 gallons)	175.00

Item Notes: Price must be bid per "HOUR" - and the price per hour must include trip charge, labor, materials, equipment and all other related costs except the disposal fee.

DISPOSAL FEE IS NOT INCLUDED IN THIS PRICE AND MUST NOT EXCEED THE CURRENT FEE SCHEDULE ISSUED BY THE LINCOLN WASTEWATER DEPARTMENT!

Supplier Notes: All Prices Are Based on 8 To 5 After Hrs Time@1/2 262.50 An Hour

Response Total: $26,150.00

Client#: 35150 TANAI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/19/2013

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
INSPRO Insurance
P.O. Box 6847
Lincoln, NE 68506
402 483-4500

CONTACT NAME: Cheryl York
PHONE (A/C, No, Ext): 402-483-4500 FAX (A/C, No): 402-483-7977
E-MAIL ADDRESS: cyork@insproins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nationwide Insurance	00035
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Tan Aire, Inc.
4835 South Haven Dr.
Lincoln, NE 68516

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		ACP7281848054	05/01/2013	05/01/2014	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
	X PD Ded:250						PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			ACP7281848054	05/01/2013	05/01/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X Drive Oth Car							$
A	X UMBRELLA LIAB X OCCUR			ACP7281848054	05/01/2013	05/01/2014	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ACP7281848054	05/01/2013	05/01/2014	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N Y (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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 Lancaster County is listed as additional insured with respect to general liability.

CERTIFICATE HOLDER
City of Lincoln
555 S 10th St.
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
James D. Mibb d

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SPECIFICATIONS
ANNUAL REQUIREMENTS FOR
PUMPING, HAULING AND DISPOSAL SERVICES FOR
LIQUID WASTE PRODUCTS
CITY OF LINCOLN/LANCASTER COUNTY

1. INTENT OF SPECIFICATIONS

1.1 The intent of this specification is to establish a contract to provide the Annual Requirements for Pumping, Hauling and Disposal Services for Liquid Waste Products for the City of Lincoln and Lancaster County, hereinafter referred to as City/County.

1.1.1 Vendor shall provide all labor, supervision, equipment, supplies, materials, transportation and any other necessary materials to provide pumping, hauling and disposal services.

1.1.2 Vendor(s) will be awarded a contract to service multiple City and County locations listed in "**Attachment A**".

1.1.2.1 The City/County may utilize up to two Vendors (Primary and Secondary) for this service in order to accommodate emergency requests.

1.1.2.2 Additional departments and locations may be added to "**Attachment A**" after the contract has been executed.

2. GENERAL INFORMATION

2.1 Vendors must bid the correct Unit of Measure as indicated in each respective line item of the e-bid (i.e. per "LOCATION" or "HOUR").

2.1.1 The Line item price must include ALL charges, such as, but not limited to: Trip Charges, set-up, take-down, labor, inspection of feed lines, tank/sump cleaning, materials, tools, related equipment, hauling and disposal of the waste from various locations in Lincoln/Lancaster County.

2.1.1.1 For a line item that has 2 or more tanks (except the "MUNICIPAL SERVICE CENTER"), Vendor shall indicate the total price to service all tanks during the same visit time and then indicate in the "Notes" section the cost to service the individual tanks.

2.1.1.2 Vendor shall also indicate in the Attribute section fo the e-bid if your company is able offer a discount to provide multiple pumping and hauling service of tanks at the "MUNICIPAL SERVICE CENTER".

2.1.2 When charging a "Disposal Fee" for sewage, mud grease, etc., the Vendor shall utilize Wastewater's fee schedules which are current for the time of the service and shall not be in excess of those amounts.

2.1.2.1 The City disposal fee shall not be charged to any of the Wastewater locations listed in "**Attachment A**".

2.1.3 Vendor shall include any additional charges not listed in the line items on company letterhead and attach the document in the response attachment section of the e-bid.

2.1.4 Additional charges (i.e. Fuel Surcharge), that are not included in the line item pricing of this e-bid or as an attachment with the bid response, will not be allowed throughout the term of the contract.

2.1.4.1 In the event that fuel prices increase by more than $1.00 per gallon during the term of the contract, the Vendor may request a contract amendment to increase their service cost.

2.3 Vendor shall submit all bid documents and supporting material via e-bid.

2.4 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to: Suzanne Siemer, Assistant Purchasing Agent (ssiemer@lincoln.ne.gov) or fax: (402) 441-6513.

2.4.1 These inquiries and/or responses shall be distributed to prospective vendors electronically as an addenda.

2.4.2 The Purchasing office shall only reply to written inquiries received within five (5) calendar days of bid opening.

2.4.3 No direct contact is allowed between Vendor and other City staff besides Purchasing throughout the bid process.

2.4.3.1 Failure to comply with this directive may result in Vendor bid being rejected.

2.5 Pumping, Hauling and Disposal Services for Liquid Waste Products to be performed upon contract execution by both parties for a period of one (1) year with the option to renew for three (3) additional one (1) year periods.

2.6 The City/County reserves the right to modify "**Attachment A**" to add, remove or change location information and also to adjust the frequency of service in order to meet the needs of the City/County departments.

2.7 The successful Vendor shall invoice each department separately.
An invoice shall contain, at a minimum, the following information:

2.7.1 Department and individual requesting the service.

2.7.2 Contract Number (i.e. 13-173)

2.7.3 Type of service provided (i.e. Pumping/Hauling for Mud, Sewer, Grease, etc.).

2.7.4 Prices charged - based on the corresponding Line Item in the contract and any related disposal fee.

2.8 The bidder shall submit references for their company in the Response Attachments section of the e-bid, which include a minimum of the following information:

2.8.1 Number of years experience in similar type of work.

2.8.2 Three (3) references with contact information for companies that the Vendor has provided services which are similar to those described in the specifications herein.

2.9 Vendor shall provide a quarterly report to Purchasing showing services provided by department - to include the following information:

2.9.1 Department and Location serviced;

2.9.2 Date service was provided

2.9.3 Type of service provided to the department; and

2.9.4 Amount charged for each service call.

3. SCOPE OF WORK

3.1 Multiple City/County departments have various locations that will require pumping and hauling services for sewer, mud, grease and other types of wastes.

3.1.1 See "**Attachment A**" for a listing of departments, approximate tank sizes, estimated frequency of services and other special instructions for a given location.

3.2 Vendor shall perform the necessary functions so that after servicing the traps/sumps they are properly functioning to allow appropriate flow.

3.2.1 In addition to lifting off the grate to access the sump pit, clean and reposition, if requested by the department it may also be necessary to lift off the floor drain grates, wash down the drain and then reposition the floor drain grate.

4. ADDITIONAL REQUIREMENTS FOR "STARTRAN" ONLY:

4.1 The City Transit Agency (StarTran) receives funding from the Federal Government for the operation of their program.

4.1.1 The City is interested in contracting for Pumping Services at this one location under a separate contract form all other City and County services.

4.1.2 Upon award, Vendors must read, acknowledge and follow the requirements of the Federal guidelines attached to the bid.

4.1.3 Failure to agree to the Federal requirements or return certifications as required will result in the rejection of this portion of the bid.

4.2 The City has the option to purchase additional services on this portion of the bid in an amount that does not exceed 10% of the original contract amount.

4.2.1 If this option amount will be exceeded during the contract term, a new bid may be solicited according to FTA Procurement Guideines.

4.2.2 In the event the City reduces the amount of service provided to StarTran, or other circumstances develop, StarTran may order in a quantity less than the amount listed in the Line Items without any penalty to the City.

4.3 **Due to the fact that this contract uses Federal Grant money from FTA, only StarTran may purchse from their specific contract.**

4.4 The Vendor shall provide to the Purchasing Department and StarTran a quarterly report and a final report, showing all purchases made under the terms and conditions of the contract.

4.4.1 Such reports shall itemize the following information:

4.4.1.1 Service type and quantities purchased.

4.4.1.2 Total dollar amount of purchases.

4.5 The Federal Forms included in the Attachment section of the e-bid apply only to StarTran.

4.6 **Vendors may choose not to bid for the StarTran contract while still bidding the City/County project.**

5. SERVICE SCHEDULE AND REQUIREMENTS

5.1 Vendor to service the locations listed in "**Attachment A**" as indicated or respond to an "as-needed" request for service within 24 hours of notification and 4 hours upon request of an emergency backup situation.

5.1.1 City/County staff must indicate normal or emergency service during initial call to Vendor.

5.2 A signature by an employee from the Department that is receiving the service must be provided upon completion.

5.2.1 **Failure to receive a signature from the department will result in loss of payment to the Vendor.**

5.3 Vendor must perform pumping, hauling and disposal service in a manner that is compliant with all current Local, State and Federal regulations.

5.4 The City/County expects that the sump and inlet lines be free of loose debris and report any clogged drains for further cleaning.

5.4.1 If there are clogged lines, it will not be handled under this contract.

5.5 Vendor shall restore work area to a manner that presents a neat and professional appearance.

5.5.1 Should a spill occurs, the contractor shall cleanup and disinfect as needed and in accordance with all local, State, and Federal law.

5.5.2 If vendor causes damage to any area during the course of providing service, the vendor shall notify the ordering department immediately.

5.6 The vendor shall provide and maintain all vehicles necessary to perform the contract requirements.

5.6.1 All vehicles used by the contractor for this service, shall have the company name affixed on both sides of the vehicle.

5.6.2 Contractor shall not have any waste or equipment leaks such as oil or hydraulic fluid.

6. DISPOSAL INFORMATION

6.1 Refer to "**Attachment B**" for definitions of waste types.

6.1.1 Vendors may print the pdf version of this form and use this for all City loads that are brought to the dump station.

6.2 For complete definitions and rules, see the Municipal Code Chapter 17.58 and 24.38 at the following link: http://www.lincoln.ne.gov/city/attorn/lmc/contents.htm

6.3 Single type waste loads from various locations (i.e. 5 loads of mud) will be accepted by Wastewater.

6.3.1 Mixed loads of different types are not encouraged, but if instances occur, they will be accepted and charged at the highest disposal fee (i.e. mud mixed with grease).

6.3.2 The pH must be between 5.5 - 9.5.

6.4 If special permits for testing outside of pumping and hauling are necessary, it will be the waste generator's responsibility to be knowledgeable about the necessary permits required and to obtain such permits accordingly.

7. COMPLIANCE

7.1 Vendor MUST be fully licensed with the required Local, State and Federal agencies to perform the Pumping and Hauling Service in Lincoln/Lancaster County as outlined herein.

7.2 Vendor shall be responsible for following all current Local, State and Federal codes and obtaining the appropriate permits to perform the services outlined herein.

7.3 It is the Vendor's responsibility to identify and obtain the appropriate licensing permits which are necessary to perform the requirements in the specifications and any related attachments.

7.3.1 Copies of the required permits shall be submitted to Purchasing prior to contract award.

7.3.2 Costs associated with obtaining the licensing and permits shall be at the expense of the Vendor.

7.4 If special permits for testing outside of pumping and hauling are necessary, it will be the waste generator's responsibility to be knowledgeable about the necessary permits required and to obtain such permits accordingly.

8. INVOICING

8.1 At the time of invoice, the Vendor must include a copy of the receipt that is generated by Wastewater at the time of disposal - See "**Load Component Receipt**" Attachment for a sample receipt.

8.2 Vendor must identify, at a minimum, the following information on each invoice:

- 8.2.1 Department name;
- 8.2.2 Date of service;
- 8.2.3 Type of service provided (i.e. mud, sewer, etc.);
- 8.2.4 Location rate being charged; and
- 8.2.5 Copy of the receipt generated by Wastewater at the time of disposal.

8.3 The Municipal Service Center shall be invoiced for all of the tanks at their location.

8.3.1 The invoice must still identify the information listed in above in 7.2.1 through 7.2.5 along with the ordering department at the Municipal Service Center (i.e. Municipal Service Center - Radio Shop).

9. INSURANCE

9.1 The successful Vendor shall purchase and maintain in force, at his/her own expense, such insurance as will protect him/her from claims which may arise out of or result from the Vendor's execution of the work, whether such execution be by him/herself.

9.1.1 See the attached Insurance Requirements for the City/County contract document for specific requirements.

10. AWARD OF BID

10.1 Bid will be awarded based on:

- 10.1.1 The prices indicated in the line items;
- 10.1.2 Compliance with requirements as outlined in these specifications;
- 10.1.3 Vendor's agreement to follow all current Local, State and Federal guidelines and obtain and submit copies of the appropriate permits to Purchasing upon award of this contract and prior to receiving a fully executed contract;
- 10.1.4 Vendor's experience and receiving favorable information obtained through any reference checks that are performed.

END OF SPECIFICATIONS

ATTACHMENT A

(Per Addendum No. 1)

CITY LANDFILL

LOCATION	TANK/SUMP TYPE	APPROX. GALLONS	FREQUENCY PER YEAR	SPECIAL INSTRUCTIONS	BID UNIT OF MEASURE AS:
Bluff Road Landfill Maintenance Shop	Mud	250	As needed	None	Per "LOCATION"
North 48th Landfill Maintenance Shop	Mud	250	As needed	None	Per "LOCATION"
Bluff Road Landfill	Hauling of Leachate to Northeast Wastewater Treatment Plant	Unknown	As needed/ Emergency	Contracted services anticipated if the City's 6,000 gallon tanker is out of service during a period of heavy/sustained leachate generation (i.e. several consecutive days of heavy rain). Leachate is stored in 20,000 gallon underground storage tank.	Per "HOUR"
Bluff Road Landfill	Extraction of Leachate from Risers/Sumps	Unknown	As needed/ Emergency	Contracted services anticipated if any of six leachate extraction pumps fail during a period of heavy/sustained leachate generation (i.e. several consecutive days of heavy rain). Leachate is pumped from depths of 25 feet to 150 feet.	Per "HOUR"

COUNTY ENGINEERING

LOCATION	TANK/SUMP TYPE	APPROX. GALLONS	FREQUENCY PER YEAR	SPECIAL INSTRUCTIONS	BID UNIT OF MEASURE AS:
Main Shop	Mud/Water	500	Once	Service all 3 tanks during the same visit.	Per "LOCATION"
		250			
		250			
Waverly	Mud/Water	250	Once		Per "LOCATION"
Walton	Mud/Water	100	Once		Per "LOCATION"
40th & Saltillo	Mud/Water	100	Once		Per "LOCATION"
Bennet	Mud/Water	100	Once		Per "LOCATION"
Roca	Mud/Water	1,500	Once	Service both tanks during the same visit.	Per "LOCATION"
	Septic	1,000			

ATTACHMENT A

(Per Addendum No. 1)

Panama	Mud/Water	100	Once		Per "LOCATION"
Firth	Mud/Water	100	Once		Per "LOCATION"
Hallam	Mud/Water	100	Once		Per "LOCATION"
Kramer	Mud/Water	100	Once		Per "LOCATION"
Sprague	Mud/Water	1,750	Once		Per "LOCATION"
Denton	Septic	1,000	Once		Per "LOCATION"
	Mud/Water	100	Once		Per "LOCATION"
Emerald	Holding Sewer & Mud Mixed	500	Quarterly		Per "LOCATION"
Malcolm	Mud/Water	100	Once		Per "LOCATION"
Raymond	Mud/Water	100	Once		Per "LOCATION"
Davey	Mud/Water	100	Once		Per "LOCATION"

LANCASTER COUNTY CORRECTIONS

LOCATION	TANK/SUMP TYPE	APPROX. GALLONS	FREQUENCY PER YEAR	SPECIAL INSTRUCTIONS	BID UNIT OF MEASURE AS:
Lancaster Correctional Facility 4421 NW. 41st St.	Grease	1,000	Twice	This location will close after the new Detention Facility opens.	Per "LOCATION"
Intake and Detention Facility 605 S. 10th St.	Grease	1,000	Quarterly	This location will close after the new Detention Facility opens.	Per "LOCATION"
New Detention Facility	Grease	1,000	TBD	Service at this location will begin when the facility opens.	Per "LOCATION"

LINCOLN FIRE AND RESCUE

LOCATION	TANK/SUMP TYPE	APPROX. GALLONS	FREQUENCY PER YEAR	SPECIAL INSTRUCTIONS	BID UNIT OF MEASURE AS:
Station #1, 1801 Q St.	Mud/Sand	25	Twice		Per "LOCATION"
Station #2, 1545 N. 33rd St.	Mud/Sand	250	Twice		Per "LOCATION"
Station #3, 2nd & N St.	Mud/Sand	25	Twice		Per "LOCATION"
Station #4, 5600 S. 27th St.	Mud/Sand	25	Twice		Per "LOCATION"
Station #5, 3640 Touzalin	Mud/Sand	25	Twice		Per "LOCATION"
Station #6, 5051 S. 48th St.	Mud/Sand	25	Twice		Per "LOCATION"

ATTACHMENT A

(Per Addendum No. 1)

Station #8, 2760 S. 17th St.	Mud/Sand	25	Twice		Per "LOCATION"
Station #9, 901 N. Cotner Blvd.	Mud/Sand	25	Twice		Per "LOCATION"
Station #10, 1440 Adams St.	Mud/Sand	25	Twice		Per "LOCATION"
Station #12, 2201 S. 84th St.	Mud/Sand	25	Twice		Per "LOCATION"
Logistics Shop, 300 South St.	Mud/Sand	250	Twice		Per "LOCATION"

LINCOLN POLICE DEPARTMENT

LOCATION	TANK/SUMP TYPE	APPROX. GALLONS	FREQUENCY PER YEAR	SPECIAL INSTRUCTIONS	BID UNIT OF MEASURE AS:
Police Garage	Mud	1,000	Twice		Per "LOCATION"

MUNICIPAL SERVICE CENTER

LOCATION (All at 901 W. Bond Street)	TANK/SUMP TYPE	APPROX. GALLONS	FREQUENCY PER YEAR	SPECIAL INSTRUCTIONS	BID UNIT OF MEASURE AS:
Radio Shop	Mud	141	As Needed	Tank Size: 24" x 72"	Per "LOCATION"
Engineering Services Lab	Mud	141	As Needed	Tank Size: 24" x 72"	Per "LOCATION"
Urban Search & Rescue	Mud	141	As Needed	Tank Size: 24" x 72"	Per "LOCATION"
Lincoln Fire & Rescue	Mud	141	As Needed	Tank Size: 24" x 72"	Per "LOCATION"
Signal Shop	Mud	141	As Needed	Tank Size: 24" x 72"	Per "LOCATION"
Sign Shop	Mud	141	As Needed	Tank Size: 24" x 72"	Per "LOCATION"
Parks & Recreation	Mud	141	As Needed	Tank Size: 24" x 72"	Per "LOCATION"
	Mud	141	As Needed	Tank Size: 24" x 72"	Per "LOCATION"
	Mud	141	As Needed	Tank Size: 24" x 72"	Per "LOCATION"
	Mud	141	As Needed	Tank Size: 24" x 72"	Per "LOCATION"
West District	Mud	141	As Needed	Tank Size: 24" x 72"	Per "LOCATION"
	Mud	141		Tank Size: 24" x 72"	Per "LOCATION"
	Mud	552	As Needed	Tank Size: 48" x 72"	Per "LOCATION"
Fleet Maintenance	Mud	141	As Needed	Tank Size: 24" x 72"	Per "LOCATION"
	Mud	141	As Needed	Tank Size: 24" x 72"	Per "LOCATION"
	Mud	141	As Needed	Tank Size: 24" x 72"	Per "LOCATION"
	Mud	141		Tank Size: 24" x 72"	Per "LOCATION"
	Mud	552	As Needed	Tank Size: 48" x 72"	Per "LOCATION"

ATTACHMENT A

(Per Addendum No. 1)

PARKING SERVICES

LOCATION	TANK/SUMP TYPE	APPROX. GALLONS	FREQUENCY PER YEAR	SPECIAL INSTRUCTIONS	BID UNIT OF MEASURE AS:
Carriage Park – 1128 "L" St.	Mud/Sand	1,500	Once		Per "LOCATION"
Center Park – 1120 "N" St.	Mud/Sand	500	Once		Per "LOCATION"
Cornhusker – 1220 "L" St.	Mud/Sand	300	Twice		Per "LOCATION"
Haymarket – 848 "Q" St.	Mud/Sand	300	Once		Per "LOCATION"
Market – 925 "Q" St.	Mud/Sand	1,500	Once		Per "LOCATION"
Larson Bldg./Block 38 – 1317 "Q" St.	Mud/Sand	500	Once		Per "LOCATION"
Lumberworks – 725 "O" St.	Mud/Sand	Unknown	Once		Per "LOCATION"
Que Place – 1111 "Q" St.	Mud/Sand	300	Once		Per "LOCATION"
University Square – 101 N. 14th St.	Mud/Sand	300	Once		Per "LOCATION"

PARKS AND RECREATION

LOCATION	TANK/SUMP TYPE	APPROX. GALLONS	FREQUENCY PER YEAR	SPECIAL INSTRUCTIONS	BID UNIT OF MEASURE AS:
Pioneers Golf	Septic	500	As needed	Service both septic tanks during the same visit.	Per "LOCATION"
	Septic	500			
	Grease	10	As needed		Per "LOCATION"
Highlands Golf	Grease	10	As needed		Per "LOCATION"
Holmes Golf Clubhouse	Septic	5,000	As needed		Per "LOCATION"
	Grease	1,000	As needed		Per "LOCATION"
Jim Ager Golf	Grease	5.3	As needed		Per "LOCATION"
Oak Lake Park	Septic	1,000	As needed		Per "LOCATION"
Roper Park West	Septic	1,000	As needed		Per "LOCATION"
Mahoney Park	Septic	1,000	As needed	Service both septic tanks during the same visit.	Per "LOCATION"
	Septic	1,000			
NE District Shop	Mud	<200	As needed		Per "LOCATION"
Holmes Park	Septic	1,000	As needed		Per "LOCATION"

ATTACHMENT A

(Per Addendum No. 1)

Observatory	Septic	500	As needed		Per "LOCATION"
Pioneers Park Concession	Septic	1,000	As needed		Per "LOCATION"
Pioneers Park Maintenance	Septic	1,000	As needed		Per "LOCATION"
Wilderness Octagon	Septic	1,000	As needed		Per "LOCATION"
Chet Ager Bldg.	Septic	1,000	As needed		Per "LOCATION"
Pioneers Prairie Interpretive Bldg.	Septic	3,000	As needed		Per "LOCATION"
	Septic	3,000	As needed		Per "LOCATION"
	Lift Station	500	As needed		Per "LOCATION"
Star City Pool	Backwash	10,500	As needed		Per "LOCATION"
	Surge	25,000	As needed		Per "LOCATION"
	Grease	600	As needed		Per "LOCATION"
Highlands Pool	Grease	10	As needed	Service both grease tanks during the same visit.	Per "LOCATION"
	Grease	10			
	Backwash	7,000	As needed		Per "LOCATION"
Uni Pool	Backwash	7,000	As needed		Per "LOCATION"
	Grease	10	As needed		Per "LOCATION"
Bowling Lake Intake	Mud	6,000	As needed		Per "LOCATION"
Pinewood Bowl	Septic	1,500	As needed Event Driven	Service both septic tanks during the same visit – Public Restrooms and Back Stage.	Per "LOCATION"
	Septic	1,500			
	Septic	1,000	As needed	Concession area – service is rarely needed.	Per "LOCATION"

STARTRAN

LOCATION (All at 710 "J" Street)	TANK/SUMP SIZE	APPROX. GALLONS	FREQUENCY PER YEAR	SPECIAL INSTRUCTIONS	BID UNIT OF MEASURE AS:
Bus Wash - West	Mud	1,000	Quarterly and also in case of emergency for each.	Service all 5 tanks during the same visit. Note: Tanks/sumps may be serviced between 7:00 a.m. and 1:00 p.m. Monday through Friday to avoid bus traffic and prevent bus operations from being suspended.	Per "LOCATION"
Bus Wash - East	Mud	500			
Maintenance Garage	Mud	500			
Dispatch Garage	Mud	500			
North Garage	Mud	500			

ATTACHMENT A

(Per Addendum No. 1)

WASTEWATER

LOCATION	TANK/SUMP TYPE	APPROX. GALLONS	FREQUENCY PER YEAR	SPECIAL INSTRUCTIONS	BID UNIT OF MEASURE AS:
Theresa Street – 2400 Theresa Street					
A-32 (@ Theresa St)	Sewer/ Grease	5,000 5,000	As needed	There are two tanks at this building location that receive either Sewer/Grease.	Per "HOUR"
A-6 (@ Theresa St)	Grit	7,000	As Needed		Per "HOUR"
Northeast Treatment Plant – 7000 North 70th					
DSHT-8901 Northeast Bldg. B-9	Sewer	1,000	As needed		Per "HOUR"
Storm Water Lift Stations					
D-1, North 48th & Cornhusker Underpass	Grit	3,500	As needed		Per "HOUR"
D-2, East side of Havelock Ave & Cornhusker Underpass	Grit	3,500	As needed		Per "HOUR"
D-3, West side of Havelock Ave & Cornhusker Underpass	Grit	5,000	As needed		Per "HOUR"
D-4, Pedestrian Underpass, 2nd & "F" Street	Grit	2,000	As needed		Per "HOUR"
Sanitary Lift Stations					
C-1, NW 44th & West Cummings	Sewer	1,000	As needed		Per "HOUR"

ATTACHMENT A

(Per Addendum No. 1)

C-2, 952 No. Lakeshore Drive	Sewer	1,000	As needed		Per "HOUR"
C-3, 412 West Lakeshore Drive	Sewer	1,000	As needed		Per "HOUR"
C-4, 52 West Lakeshore Drive	Sewer	1,000	As needed		Per "HOUR"
C-5, 1721 Surfside Drive	Sewer	1,000	As needed		Per "HOUR"
C-6, 550 West Industrial Lake Drive	Sewer	5,000	As needed		Per "HOUR"
C-7, 1598 East Industrial Lake Drive	Sewer	5,000	As needed		Per "HOUR"
C-8, West "P" Street & Salt Creek	Sewer	3,000	As needed		Per "HOUR"
C-9, 400 West "D" Street	Sewer	5,000	As needed		Per "HOUR"
C-10, 3rd & Rose Street	Sewer	1,000	As needed		Per "HOUR"
C-11, 3700 North 31st Street, East of 27th & Fairfield	Sewer	10,000	As needed		Per "HOUR"
C-12, 66th & Burlington Avenue	Sewer	1,000	As needed		Per "HOUR"
C-13, NW 3rd & Charleston	Sewer	1,000	As needed		Per "HOUR"
C-14, S. Coddington & W. Millstone Road	Sewer	1,000	As needed		Per "HOUR"
C-15, West Denton & Highway 77	Sewer	1,000	As needed		Per "HOUR"

NOTE: Any of the locations listed above may require Emergency service, even if not indicated under a specific location. All sizes stated under "Approximate Gallons" are the approximate sizes provided by each department. The size may be larger or smaller than the actual size stated and vendors may contact Purchasing to make arrangements to view a site they feel is not stated correctly.

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.

LINCOLN WASTEWATER SYSTEM - LIQUID WASTE DUMP STATION

Permit & Load Tracking Form

Hauler	Contact Phone No.[2]

Disposal Date	Disposal Time	Disposal pH Rejected ◯	Disposal Route DIG GRIT HEAD

Lab ID No. [1]	Recorded By

Waste Generator Information			Waste Type No.	Load Component	
Business or Owner Name	Street address	City		No.	Gallons
				1	
				2	
				3	
				4	
				5	
				6	
				7	
				8	
				9	
				10	
				11	
				12	
				13	
				14	
				15	
				Total Gallons	

Component No.	Specific Waste Description by Hauler	Lincoln Wastewater Comments

Waste Type No.	General Waste Description	Prior Approval Required
1	Cooking oils, greases, grease trap wastes	No
2	Mud or sand trap wastes or wastes containing abrasive materials (describe above if not from ordinary mud or sand traps)	No
3	Septic tank waste (domestic waste only)	No
4	Portable/chemical toilet waste	No
5	Residues or sludges from sewage or other organics (describe above)	Yes
6	Residues or sludges from inorganic chemicals, such as lime organics (describe above)	Yes
7	Petroleum contaminated water (describe above)	Yes
8	Antifreeze or treatment chemicals from radiators, cooling towers, or heat exchangers (describe above)	Yes
9	Other liquid wastes (describe above)	Yes

Notes: [1] This laboratory ID number will serve as the waste generator permit number for all waste types not requiring prior approval or a separate permit

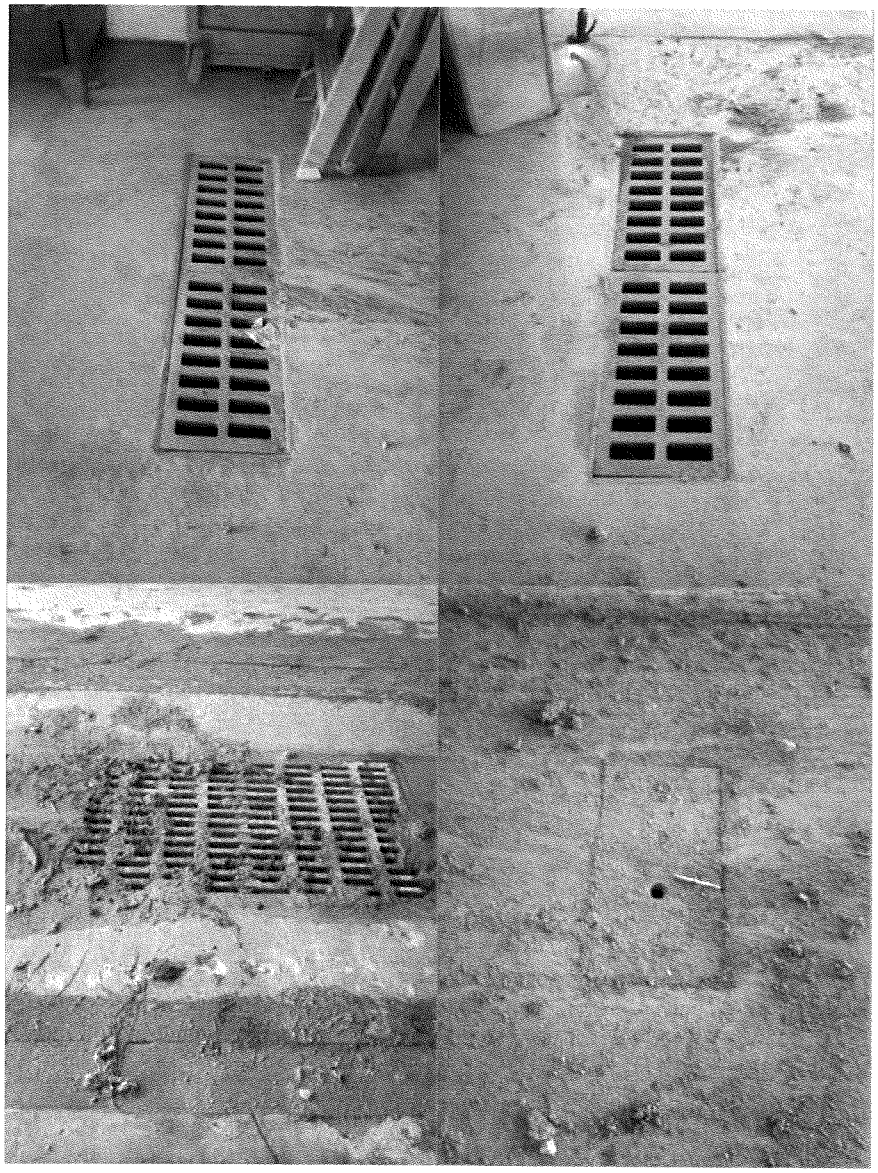
[2] The Lincoln Wastewater System and/or Lincoln Lancaster Co. Health Dept. may contact the waste generator for additional information

Comment [s1]: Grate Location #1 for first floor drain at the Bluff Road Maintenance Shop.

Comment [s2]: Center Grate location for first floor drain at the Bluff Road Maintenance Shop.

Comment [s3]: Grate Location #2 for first floor drain at the Bluff Road Maintenance Shop

Comment [s4]: Grate Location #1, Center, and #2 for first floor drain at the Bluff Road Maintenance Shop.

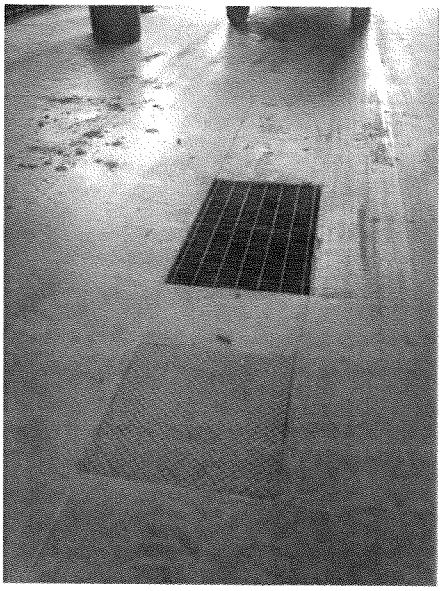


Comment [s5]: Grate Location #1 for second drain at Bluff Road Maintenance Shop.

Comment [s6]: Grate Location #2 for second draim at Bluff Road Maintenance Shop

Comment [s7]: Grate for sump; both drain locations (noted in other photos) drain to the sump location at the Bluff Road Maintenance Shop

Comment [s8]: Center Grate location for second drain at Bluff Road Maintenance Shop



Comment [s9]: Only floor drain location at the North 48th Street Maintenance Shop. (Dozer is straddling the floor drain in this photo)

Comment [s10]: Grate for sump location at the North 48th Street Maintenance Shop

Lincoln Wastewater System Liquid Waste Dump Station
Current per Gallon Disposal Fee 2013

Lincoln Wastewater System

Friday, February 01, 2013

Waste to Anaerobic Digestion	Waste to Grit Processing	Waste to Treatment Plant Headworks
$0.037	$0.125	$0.035

Normal Hours of Operation	
Mon - Fri	08:00 to 16:30
Saturday	08:00 to 12:00
Sunday	Closed

Minimum Fee per Load	$13.00
After Hours Surcharge Fee	$10.00

Holiday Schedule

LABOR DAY	08:00 to 12:00
VETERANS DAY	08:00 to 12:00
THANKSGIVING DAY	CLOSED
DAY AFTER THANKSGIVING	08:00 to 12:00
CHRISTMAS DAY	CLOSED
NEW YEAR'S DAY	CLOSED
M.L. KING JR BIRTHDAY	08:00 to 12:00
PRESIDENTS' DAY	08:00 to 12:00
MEMORIAL DAY	08:00 to 12:00
INDEPENDENCE DAY	08:00 to 12:00

~ Lincoln Wastewater System Liquid Waste Dump Station ~
Load Component Receipt

Lab ID No.: 20130109046
Waste Hauler:
General Waste Type: PORTABLE/CHEMICAL TOILET WASTE
Waste Routing: WASTE TO ANAEROBIC DIGESTION
Permit No. (if applicable): n/a
Load Component Number: 2
Load Component Gallons: 100
Prorata Disposal Fee: $4.33
(Disposal Fee does not include sales tax, if applicable)

Disposal Date: 1/9/2013
Disposal Time: 2:48:07 PM
Total Load Gallons: 300
Rate: $.037 /Gal.
Late Load Fee: $0.00
Total Load Fee: $13.00

~ Waste Hauler Copy ~

~ Lincoln Wastewater System Liquid Waste Dump Station ~
Load Component Receipt

Lab ID No.: 20130109046
Waste Hauler:
General Waste Type: PORTABLE/CHEMICAL TOILET WASTE
Waste Routing: WASTE TO ANAEROBIC DIGESTION
Permit No. (if applicable): n/a
Load Component Number: 2
Load Component Gallons: 100
Prorata Disposal Fee: $4.33
(Disposal Fee does not include sales tax, if applicable)

Disposal Date: 1/9/2013
Disposal Time: 2:48:07 PM

~ Waste Generator Copy ~

~ Lincoln Wastewater System Liquid Waste Dump Station ~
Load Component Receipt

Lab ID No.: 20130109046
Waste Hauler:
General Waste Type: PORTABLE/CHEMICAL TOILET WASTE
Waste Routing: WASTE TO ANAEROBIC DIGESTION
Permit No. (if applicable): n/a
Load Component Number: 2
Load Component Gallons: 100
Prorata Disposal Fee: $4.33
(Disposal Fee does not include sales tax, if applicable)

Disposal Date: 1/9/2013
Disposal Time: 2:48:07 PM
Total Load Gallons: 300
Rate: $.037 /Gal.
Late Load Fee: $0.00
Total Load Fee: $13.00

~ Retain this portion for City record ~

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.

CITY OF LINCOLN/STARTRAN
ACCESS TO RECORDS AND REPORTS
49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics		Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I State Grantees							
a. Contracts below SAT ($100,000)		None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above $100,000/Capita 1 Projects		None unless[1] non-competitive award		Yes, if non-competitive award or if funded thru[2] 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
I Non State Grantees							
a. Contracts below SAT ($100,000)		Yes[3]	Those imposed on state pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above $100,000/Capita 1 Projects		Yes[3]		Yes	Yes	Yes	Yes

Sources of Authority:
1 49 USC 5325 (a)
2 49 CFR 633.17
3 18 CFR 18.36 (i)

CITY OF LINCOLN/STAR TRAN
CIVIL RIGHTS REQUIREMENTS
29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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 forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

CITY OF LINCOLN/STAR TRAN
ENERGY CONSERVATION REQUIREMENTS
42 U.S.C. 6321 et seq.
49 CFR Part 18

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CITY OF LINCOLN/STAR TRAN
FEDERAL CHANGES
49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CITY OF LINCOLN/ STARTRAN
NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CITY OF LINCOLN/STARTRAN
PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

CITY OF LINCOLN/STAR TRAN
DISADVANTAGED BUSINESS ENTERPRISE (DBE) WITH CONTRACT GOAL
49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **9.3 %.** A specific contract goal of _____**%** has been established for this procurement.

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **City of Lincoln/StarTran** deems appropriate. Each Subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph *(see* 49 CFR 26.13(b)).

c. Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following prior to award:

1. The names and addresses of DBE firms that will participate in this contract;

2. A description of the work each DBE will perform;

3. The dollar amount of the participation of each DBE firm participating;

4. Written documentation of the Bidder's commitment to use a DBE Subcontractor whose participation it submits to meet the contract goal;

5. Written confirmation from the DBE that it is participating in the contract as provided in the prime Contractor's commitment; and

6. If the contract goal is not met, evidence of good faith efforts to do so.
   Bidders must present the information required above prior to contract award. *(see* 49 CFR 26.53(3)).

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **City of Lincoln/StarTran.** In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the City of Lincoln/StarTran and contractor's receipt of the partial retainage payment related to the subcontractor's work.

e. The contractor must promptly notify **City of Lincoln/StarTran**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **City of Lincoln/StarTran**.

CITY OF LINCOLN/STARTRAN
INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1F

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

21. TERMINATION
49 U.S.C.Part 18
FTA Circular 4220.1E

Applicability to Contracts
All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of $10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is $100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down
The termination requirements flow down to all contracts in excess of $10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language
FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if -

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience of Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

k. Lack of Funding Termination The City may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, released, or otherwise not forthcoming through no fault of the City. In the event of unavailability of funds to pay any amounts due under this Agreement, the City shall immediately notify Contractor, and this Agreement shall terminate without penalty or expense to the City. Upon termination, the City shall pay Contractor for any Services completed up to the date of termination.

CITY OF LINCOLN/STARTRAN
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The **City of Lincoln/StarTran** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Bid Protests; Definitions; Appeals Board; Fees.

Definitions.

(1) **Interested party** shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the City to another party, or by the failure of the City to award a contract to such actual or prospective bidder.

(2) **Protest** shall mean a written objection by an interested party on any phase of the bidding process, including specification preparation, bid solicitation, and intent to award, for the acquisition of supplies or services.

(3) **Protester** shall mean an interested party who has filed a protest pursuant to subsection (b).

(4) **Procurement Appeals Board** shall mean an independent panel of five disinterested individuals appointed by the Mayor, which individuals shall have a thorough knowledge of the purchasing process and practices, and laws applicable thereto. Members of such board shall be appointed for three-year, staggered terms; provided, however, two of the members first appointed shall serve for a period of one year, two shall serve for a period of two years, and one for a period of three years, with each appointee thereafter, except for appointees filling a vacancy, serving for a period of three years.

(b) Right to Protest. An interested party may protest to the City Purchasing Agent, which protest shall be submitted in writing on company letterhead. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening. In all other cases, the protest must be filed within five working days following the bid opening or if the protest is based on the selection of the lowest responsible bidder, not later than five working days following the selection of the lowest responsible bidder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest." The written protest shall include as a minimum the following:

(1) The name and address of the interested party;

(2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;

(3) A statement of reasons for the protest;

(4) Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated. Upon timely receipt of a protest, the City shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract until the Mayor has made a decision on the protest.

(c) Authority to Resolve Protests. Prior to the commencement of an appeal to the Procurement Appeals Board concerning any protest, the Purchasing Agent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Purchasing Agent shall issue a decision in writing within five working days. The decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review as provided by the Procurement Appeals Board. A copy of the decision shall be mailed or otherwise furnished immediately

to the protester and all other bidders. If not satisfied with the decision of the Purchasing Agent, any protester may appeal to the Procurement Appeals Board, but the decision shall be final unless the protester files a timely appeal with the Procurement Appeals Board.

(d) Appeals Board Procedures. Any protester, within five working days of receipt of a decision of the Purchasing Agent, may file with the Finance Director a written notice of appeal for a hearing before the Procurement Appeals Board. The Notice of Appeal shall be accompanied by a deposit of $500.00 to defray the cost of processing such appeal, which deposit shall be returned if the Mayor decides in favor of the protester filing the appeal. The Notice of Appeal must clearly state the action protested and the basis of appeal.

Upon receipt of an appeal from an protester, the Finance Director shall convene the Board within ten working days or as soon thereafter as reasonably possible to conduct an administrative review of the appeal. The Board shall decide whether the solicitation being appealed was in accordance with all applicable laws and regulations and the terms and conditions of all applicable specifications, and whether waiver of specifications, conditions or defects in a bid, if any, were justified and in the best interest of the City.

Within ten working days of hearing such appeal, the Board shall submit its findings and recommendations to the Mayor. If all five members are present, an affirmative vote of three shall be required to pass the recommendation on to the Mayor. If only three members are present, only an affirmative vote of two shall be required to pass the recommendation on to the Mayor. Should it become impossible to obtain a quorum of three members, the appeal shall proceed directly to the Mayor without Procurement Appeals Board action.

No determination by the Board concerning an issue of law or fact shall be final or binding on the City.

(e) Finality of Decision. The Mayor shall consider the recommendations of the Purchasing Agent, the Procurement Appeals Board, and the Department Head or agency for which the solicitation was made and shall make the final decision on the protest. The Mayor's decision shall be final and binding upon the City. (Ord. 18495 §1; January 31, 2005: prior Ord. 16442 §1; August 9, 1993).

ADDENDUM NO. 1

Issue Date: 06/24/13

SPECIFICATION NO.13-173

FOR

Pumping, Hauling and Disposal Services for Liquid Waste Products

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

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

Item 1) Section 3.2.1 of the Specifications Attachment has been amended to read as follows:

3.2.1 If requested by a department, it may also be necessary to remove a floor drain grate, clean the grate(s) troughs, wash the mud through the drain pipes and then reposition the floor drain grate(s).

3.2.1.1 Respond in the attribute section of the e-bid if your company charges additional above your per "LOCATION" or per "HOUR" rate for this service and if "YES", indicate <u>ADDITIONAL</u> amount only that your company will charge per "LOCATION" or per "HOUR".

Item 2) Photos have been added showing a sample of the floor drains that a department such as City Landfill may request to be cleaned - see attachment called "Sample Floor Drain Photos" in the Attachment section of the e-bid.

Item 3) An attribute called "Cleaning Floor Drain" has been added in the Attribute section of the e-bid.

Item 4) A new "Attachment A" (per Addendum No. 1) has been attached, please disregard the previous document. The new document now includes tank sizes for Parks & Recreation - Holmes Golf Clubhouse and a size change for Holmes Park. Additional tanks have been added under the Municipal Service Center - Parks & Recreation.

Item 5) Attributes for "Emergency Service" and "Hydro-Vacuum Service" have been changed - see the Attribute Section for the updated attributes.

Item 6) The following line items in the e-bid have been updated with new information: Lines 2.2, 2.11, 3.1, 3.2, 3.3, 4.11, 6.7, 8.1, 8.4, 8.5 and 8.11

All other terms and conditions shall remain unchanged.
Dated this 24th day of June, 2013

Suzanne M. Siemer
Assistant Purchasing Agent

INSTRUCTIONS TO BIDDERS

City of Lincoln, Nebraska, County of Lancaster

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 and Lancaster County, 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 contracts (see *Insurance Requirements*).

20. EXECUTION OF AGREEMENT

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

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

1. The contract shall consist of a City of Lincoln and Lancaster County 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.

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

1. City and County will furnish copies of the 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 with the dated.
2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
3. The City and County will sign and date the Contract.
4. Upon approval and signature, the City and County, 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. 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.

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

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, June 21, 2013
Friday, June 28, 2013

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 pm, Friday, July 5, 2013** for providing the following:

Annual Requirements of
Pumping, Hauling and Disposal Services for Liquid Waste Products
Bid No. 13-173

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")

Once registered, vendors will receive e-mail bid notification, first acknowledging registration, then approval of registration. Upon e-mail notification of registration approval, you may go to the E-Bid site to respond to this bid. Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-7417 or (402) 441-7414 or ssiemer@lincoln.ne.gov