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LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

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

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

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

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

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

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

For providing the Annual Requirements for Portable Chemical Toilet Services, Bid No. 14-056 and,

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

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

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

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

Agreement to full proposal.

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

The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as- needed basis for the duration of the contract. The total cost of products or services for County agencies shall not exceed \$4,000.00 during the contract term without approval by the Board of Commissioners. The total cost of products or services for City Departments shall not exceed \$108,000.00 during the contract term without approval. The total cost of products or services for the Public Building Commission shall not exceed \$4,000.00 during the contract term without approval by the Board of the Public Building Commission.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.

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

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

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

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Chris Brown
Mayor

Approved by Resolution No. A-88260

dated May 12, 2014

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest: Jeffrey R. Kutz
Public Building Commission Attorney

Linda Wilson
Chairperson, Public Building Commission

dated June 10, 2014

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Paula Johnson
County Law

The Board of County Commissioners of
Lancaster, Nebraska

Dee Sharr
Dee Sharr
Dee Sharr
Dee Sharr
Dee Sharr
dated 5/27/14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Eagle Services
Name of Corporation

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

By: *Jason Fisher*
Duly Authorized Official

Vice President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

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

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

Supplier Information

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

Signature _____

Supplier Notes

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

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	(c) If (b), state period for which prices will remain firm: through 03/31/2015 _____
7	References	List three references to include a contact person, address, telephone number and a listing of the type of work completed for them.	We have been providing the City of Lincoln with Portable Restroom Rental & Service for the past 12 years that we have owned Eagle Services. We believe the previous owner of Eagle Services provide this service for many years as well.
8	Cleaner's and Liquid Waste Hauler's permit	I acknowledge that I have attached my Cleaner's and Liquid Waste Hauler's permit under the suppliers response section of my bid.	Y
9	Advanced Notice for Units	List the number of days in advance for portable rental needs on an as-needed basis:	1 Day
10	Billing	Explain your billing process. (Monthly, prorating, etc.)	We bill at the end of the month for that month's rentals & services.
11	Delivery Charge	List your delivery charge per load of units.	\$10.00 p/load of 10 Units or less p/site
12	Pick Up Charge	List your pick up charge per load of units.	\$10.00 p/load of 10 Units or less p/site
13	Extra Service Charge	List your extra service charge when requested and/or repair fees if called out for any type of serving or repair work.\$____ Explain	M-F \$20.00 p/unit or less depending on # of units on site. Sat/Sun \$35 p/unit or less depending on # of units at site.
14	Hand Sanitizers	List your price to add a hand sanitizer to any unit.	\$10.00 p/unit
15	Short & Long Term - Price Break Standard Units	List your price break for short and long term on multiple standard units. You may attach this on company letterhead in the suppliers response attachment section.	See attachment in suppliers response attachment section.
16	Short & Long Term - Price Break Handicap Units	List your price break for short and long term on multiple handicap units. You may attach this on company letterhead in the suppliers response attachment section.	See attachment in suppliers response attachment section.

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

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

Line Items

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

7 1 Weekly Weekly or weekend rental of one portable standard unit with 2 x week service
Item Notes: Unit price shall include delivery and pickup of unit.
If weekend rate is different then your weekly rate list explain in your supplier notes.
Supplier Notes:

8 1 Weekly Weekly or weekend rental of one portable wheeled standard unit with 2 x week service
Item Notes: Unit price shall include delivery and pickup of unit.
If weekend rate is different then your weekly rate list explain in your supplier notes.
Supplier Notes:

9 1 Weekly Weekly or weekend rental of one portable handicap unit with 2 x week service
Item Notes: Unit price shall include delivery and pickup of unit.
If weekend rate is different then your weekly rate list explain in your supplier notes.
Supplier Notes:

10 1 EA 2 week rental of one portable standard unit with 1 x week service \$82.00
Item Notes: Unit price shall include delivery and pickup of unit
Supplier Notes: Rate: \$82.00 p/unit (3 units or less) No Service included
Rate: \$78.00 p/unit (4 to 10 units) No Service included
Rates apply for 2 Weeks or less

11 1 EA 2 week rental of one portable standard wheeled unit with 1 x week service \$92.00
Item Notes: Unit price shall include delivery and pickup of unit
Supplier Notes: Rate: \$92.00 p/unit (3 units or less) No Service included
Rate: \$88.00 p/unit (4 to 10 units) No Service included
Rates apply for 2 Weeks or less
**Limited supply of wheeled units

12 1 EA 2 week rental of one handicap accessible unit with 1 x week service \$130.00
Item Notes: Unit price shall include delivery and pickup of unit
Supplier Notes: Rate: \$130.00 p/unit (3 units or less) No Service included
Rate: \$125.00 p/unit (4 to 10 units) No Service included
Rates apply for 2 Weeks or less

13 1 EA 2 week rental of one portable standard unit with 2 x week service
Item Notes: Unit price shall include delivery and pickup of unit
Supplier Notes:

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

22	1	EA	Daily rental of a 4-6 stall restroom truck/trailer with air conditioning and running water	\$0.00
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Item Notes: Please include in your suppliers notes an explanation of your truck/trailer or attach specifications/brochure of the item in the supplier response section of the bid.
Unit price shall include delivery and pickup of unit

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

23	1	EA	Weekend rental of a 4-6 stall restroom truck/trailer with air conditioning and running water	\$0.00
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Item Notes: Please include in your suppliers notes an explanation of your truck/trailer or attach specifications/brochure of the item in the supplier response section of the bid.
Unit price shall include delivery and pickup of unit

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

24	1	EA	2 week rental of a 4-6 stall restroom truck/trailer with air conditioning and running water	\$0.00
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Item Notes: Please include in your suppliers notes an explanation of your truck/trailer or attach specifications/brochure of the item in the supplier response section of the bid.
Unit price shall include delivery and pickup of unit

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

Response Total:				\$1,306.00
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EAGLE SERVICES
PORTABLE RESTROOM RENTAL & SERVICE

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

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

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

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

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

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

OMAHA: 402-238-2300

FAX: 402-238-2760

LINCOLN: 402-464-6722

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

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

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

1. SUPPLEMENTAL TO INSTRUCTIONS TO BIDDERS

- 1.1 The City of Lincoln, Lancaster County and the Lincoln-Lancaster County Public Building Commission, (hereafter referred to as "Owners") will enter into a contract for the Annual Requirements for Portable Chemical Toilets and Restroom Truck/Trailer.
- 1.2 The contract term shall be a four (4) year term from the date of execution upon approval by both parties.
- 1.3 Bidder shall submit bid documents and all supporting material via e-bid.
- 1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Rachelle Hinze, Buyer (rhinze@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.4.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.4.3 No direct contact is allowed between Contractor and other City/County staff throughout the bid process.
 - 1.4.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.5 Attached spreadsheet lists the main departments and locations needing service.
 - 1.5.1 Other departments and locations will use this contract on an as needed basis.

2. SCOPE

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

3. EQUIPMENT SPECIFICATIONS

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

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

4. SERVICE OF UNITS

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

5. SPECIAL EVENTS

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

6. CITY PARKS AND REC SEASONAL SERVICE REQUIREMENTS

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

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