

**CONTRACT DOCUMENTS**

***City of Lincoln  
Nebraska***

**Annual Requirements  
for  
Litter Collection and  
Temporary Help Services  
Bid No. 14-176**

**PeopleWorks Staffing  
6101 Havelock Avenue, Suite 3  
Lincoln, NE 68507  
402.477.4178**

**City of Lincoln, Nebraska  
Contract Agreement**

THIS CONTRACT, made and entered into by and between **PeopleWorks Staffing, 6101 Havelock Avenue, Suite 3, Lincoln, NE 68507** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

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

**Annual Requirements for Litter Collection and Temporary Help Services, Bid No. 14-176**  
and,

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

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

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained; the Contractor and the City 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 City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

**Agreement to full proposal.**

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

**The City will pay for products/services, 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 for a total of \$110,000.00.**

3. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-VERIFY: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. INDEPENDENT CONTRACTOR: It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. The work included in this Contract shall begin as soon as possible from date of executed contract. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year terms upon agreement of all parties..
8. The Contract Documents comprise the Contract, and consist of the following:
  1. Contract Agreements
  2. Accepted Proposal\Supplier Response
  3. Employee Classification Act Affidavits
  4. Specifications
  5. Litter Collection Form
  6. Special Provisions
  7. City of Lincoln Executive Order No. 083319
  8. Insurance Requirements
  9. Instructions to Bidders
  10. Notice to Bidders
  11. References
  12. Sales Tax Exemption Forms 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 City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

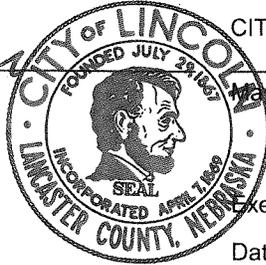
IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

*Teresa J. Meier*



CITY OF LINCOLN, NEBRASKA

Mayor

*[Signature]*

Approved by:

Executive Order No.

*87412*

Dated

*8-14-14*

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

*PeopleWorks Staffing*

Name of Corporation

*6101 Havelock Ave. Suite 3*

Address

By: *Kerstin Nuss*

Duly Authorized Official

*Staffing Coordinator*

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	Sharon R. Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	Solid Waste\Wastewater\Public Works\Utilities
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent		6001 Bluff Road Landfill Yard Waste Composting Lincoln, NE
Phone	(402) 441-7428			Contact	
Fax	(402) 441-6513	Department		Department	
Bid Number	14-176	Building	Suite 200	Building	
Title	Annual Requirements for Litter Collection and Temporary Help Services	Floor/Room		Floor/Room	
Bid Type	Bid	Telephone	(402) 441-7428	Telephone	
Issue Date	06/25/2014	Fax	(402) 441-6513	Fax	
Close Date	7/9/2014 12:00:00 PM CT	Email	smulder@lincoln.ne.gov	Email	
Need by Date					

## Supplier Information

Company PeopleWorks Staffing  
 Address 6101 Havelock Avenue, Suite 3  
  
 Lincoln, NE 68507  
 Contact Kerstin Nuss  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (402) 477 4178  
 Fax 1 (402) 477 4793  
 Email kerstin@pwtemps.com  
 Submitted 7/3/2014 2:39:11 PM CT  
 Total \$6,137.40

Signature \_\_\_\_\_

Supplier Notes \_\_\_\_\_

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	Work Activity Log	I acknowledge reading and understanding the Work Activity Log.	Yes
7	References	I have attached my References to the Response Attachment section of this bid per Specifications, Section 1.3.4.	Yes
8	Contact	Name of person submitting this bid:	Kerstin Nuss
9	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
10	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
11	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
12	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
13	Electronic Signature	Please check here for your electronic signature.	Yes

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**Line Items**

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#	Qty	UOM	Description	Response
1	1	Month	Litter Collection Services - Routine Litter Collection Services	\$5,890.00
			Item Notes: Unit price is per month	
			Supplier Notes:	
2	1	Crew Hour	Litter Collection Services - On-Call Litter Collection Services	\$98.96
			Item Notes: Unit price is hourly rate per crew	
			Supplier Notes:	
3	1	Crew Hour	Litter Collection Services - Emergency Litter Collection Services	\$98.96
			Item Notes: Unit price is hourly rate per crew	
			Supplier Notes:	
4	1	Man Hour	Temporary Help Services - General Laborers For Litter Collection, Manual Weed Control, Custodial, Or Other Manual Labor Work	\$12.37
			Item Notes: Unit price is per hour	
			Supplier Notes:	
5	1	Man Hour	Temporary Help Services - General Laborers For Mowing And Power Weed Control	\$12.37
			Item Notes: Unit price is per hour	
			Supplier Notes:	
6	1	Man Hour	Temporary Help Services - General Laborers For Chain Saw Operation	\$12.37
			Item Notes: Unit price is per hour	
			Supplier Notes:	
7	1	Man Hour	Temporary Help Services - General Laborers For Operating An Agricultural Tractor, Batwing Mower And A Water Wagon	\$12.37
			Item Notes: Unit price is per hour	
			Supplier Notes:	
			Response Total:	\$6,137.40

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EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

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

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

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

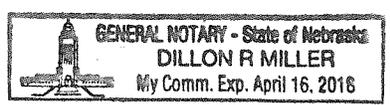
PRINT NAME: Keirstin Luene Nuss
(First, Middle, Last)

SIGNATURE: Keirstin Nuss

TITLE: Staffing Coordinator

State of Nebraska )
) ss.
County of Lancaster )

25th This affidavit was signed and sworn to before me, the undersigned Notary Public, on this July, 2014.



[Signature]
Notary Public

**SPECIFICATIONS  
FOR  
LITTER COLLECTION AND TEMPORARY HELP SERVICES**

**1. GENERAL**

- 1.1 City of Lincoln, Nebraska, desire to retain qualified contractor(s) for Annual Requirements for Litter Collection and Temporary Help Services, and in accordance with all applicable Lincoln Municipal Codes pertaining to such services and work.
- 1.2 Contractor shall submit bid documents for Litter Collection Services, Temporary Help Services, or all services combined via e-bid.
  - 1.2.1 Bids for Litter Collection Services shall be for all three specified categories of work: Routine Litter Collection Services, On-Call Litter Collection Services, and Emergency Litter Collection Services.
- 1.3 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov) or fax: (402) 441-6513.
  - 1.3.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
  - 1.3.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
  - 1.3.3 No direct contact is allowed between Contractor and staff or any other City of Lincoln department throughout the bid process.
    - 1.3.3.1 Failure to comply with this directive may result in Contractor bid being rejected.
  - 1.3.4 Contractors shall submit a minimum of three (3) references for similar services over the last three (3) years and include the following information for each reference:
    - 1.3.4.1 Name and address of client company or individual.
    - 1.3.4.2 Client contact name and telephone number.
    - 1.3.4.3 Brief description of the scope of work for referenced services.

**2. SCOPE OF AGREEMENT**

- 2.1 The specified services will be performed primarily for the City's Solid Waste Operations Section.
  - 2.1.1 The Contractor shall provide these services to other City Departments / Divisions when requested for the same prices indicated in proposal.
- 2.2 Section 3.1 is for complete litter collection services performed and supervised by the Contractor.
- 2.3 Section 3.2 is for providing general laborers to perform work under the supervision of the City including litter collection, mowing, weed control, custodial or other general labor tasks.
  - 2.3.1 The City may execute separate agreements with several contractors for Temporary Help Services.
  - 2.3.2 Work will be requested based on contractor price and availability of temporary laborers.
- 2.4 Contractor shall ensure a company representative is available during normal working hours Monday through Friday.

**3. WORK REQUIREMENTS**

- 3.1 Litter Collection Services
  - 3.1.1 General Information
    - 3.1.1.1 Contractor shall furnish all labor and transportation necessary to collect and remove all refuse, litter, garbage, trash, rubbish and debris from the locations designated and during the frequencies specified unless the City gives notice the services are not required due to weather or other conditions.
    - 3.1.1.2 The City shall provide plastic garbage bags in which small articles of collected litter shall be placed.
    - 3.1.1.3 Bagged litter and all other collected materials shall be stacked along roadways, fences, etc. in such a manner as to allow easy pickup by others.

- 3.1.1.4 The Contractor shall be responsible for ensuring that an adequate number of workers are available to perform the specified work.
- 3.1.1.5 The Contractor shall designate a supervisor to be present at all times work is being performed to monitor work crews to ensure that all work is performed as specified and in the locations directed by the City.
  - 3.1.1.5.1 The designated supervisor, when not transporting or relocating contractor employees, or receiving instruction from the City's designated representative, shall also be physically performing litter collection work.
- 3.1.1.6 The City shall make all necessary contacts and arrangements for litter collection necessary on private property.
- 3.1.1.7 Work performed along streets, roads and highways shall include the areas from the edge of the pavement to nearest property fences, screening fences, chain link security fences or physical right-of-way boundaries and roadway medians; or as designated by the City.
- 3.1.1.8 The Contractor shall ensure all roadway rules and signs are observed while operating a vehicle in performance of specified work and provide adequate instructions to workers to ensure all work is completed safely.
- 3.1.1.9 The City shall provide ANSI Class III safety vests for all specified work, but assumes no responsibility regarding to ensure the use or suitability of such safety equipment.
- 3.1.1.10 The Contractor shall be familiar with all facility specific safety policies.
- 3.1.1.11 The Contractor shall ensure employees possess the necessary aptitude and be physically capable of performing specified tasks.
- 3.1.1.12 The Contractor shall be responsible for providing eye protection, hearing protection and hand protection to the workers, when appropriate.
  - 3.1.1.12.1 The City may, at its option, periodically allow the workers the use of the City's eye protection, hearing protection and hand protection equipment but assumes no responsibility regarding the use or suitability of such safety equipment.
- 3.1.1.13 The Contractor's employees will be allowed to use designated restrooms and break areas at City facilities.
- 3.1.1.14 The City reserves the right to immediately discharge Contractor employees for due cause including non-performance of work, suspected drug or alcohol use, tardiness, inappropriate clothing, insubordination, negligent use of City equipment or other behavior disruptive to work progress.
  - 3.1.1.14.1 Workers previously discharged from service shall not be allowed to perform work at the site again unless approved by the City's representative.
  - 3.1.1.14.2 Payment for workers discharged from service shall be only for the actual amount of productive time worked.
- 3.1.1.15 Lunch breaks shall not be considered productive work time and the Contractor shall not request payment for this time.
- 3.1.1.16 The Contractor, or the designated supervisor, shall immediately notify the City of any injury or illness to workers, or damage caused to City owned property or equipment.
  - 3.1.1.16.1 The Contractor, or the designated supervisor, shall immediately transport ill or injured workers who do not require emergency medical attention from the work location to the Contractor's place of business, or other location as determined by the Contractor.

3.1.2. Routine Litter Collection Services

- 3.1.2.1 Routine litter collection shall be performed on Mondays, Wednesdays and Fridays, between the hours of 7:30 am and 11:30 am, along North 56th Street and Highway 77 from Cornhusker Highway to Bluff Road, or where otherwise directed by City staff.
- 3.1.2.2 The Contractor shall be responsible for all transportation necessary to efficiently and safely move workers to, from and around the areas specified in this section, including inside the Bluff Road facility and the North 48th Street facility.
  - 3.1.2.2.1 Contractor shall be responsible for any damages that may occur to any vehicles that are used for such transportation purposes whether on the City's property, private property, or on the public right-of-way.
- 3.1.2.3 Routine litter collection shall be performed on Tuesdays and Thursdays each week inside the Bluff Road facility as directed by the City.
  - 3.1.2.3.1 The Contractor shall provide a minimum of a four (4) person work crew, including a designated supervisor, when performing these services.
  - 3.1.2.3.2 The Contractor's supervisor shall report to the City's designated representative prior to beginning work to receive instructions.
  - 3.1.2.3.3 Under this Section, the Contractor shall perform 256 man hours of work per month (assume 4 person crew x 8 hours per day x 8 days per month).
  - 3.1.2.3.4 The work hours of the supervisor shall not count towards the 256 hours of work required under this section.
  - 3.1.2.3.5 If work beyond 256 man hours per month is necessary, the Contractor shall request approval from the City.
    - 3.1.2.3.5.1 Any additional work authorized shall be charged at the on-call service rate.
  - 3.1.2.3.6 Alternate schedules and work crew sizes may be considered by the City.
  - 3.1.2.3.7 The City reserves the right to assign the work crew other general laboring tasks in the event the work effort required for litter collection is anticipated to be less than the 256 man hours required by this section, or if weather conditions on any given day deteriorate to the extent that litter collection cannot be performed effectively and in a safe manner.
- 3.1.2.4 Additional routine litter collection shall be performed in the following areas on an as-needed basis, and as directed by the City.
  - 3.1.2.4.1 North 48<sup>th</sup> Street from Superior Street to the entrance gate of the North 48th Street facility and including the Multi-Material Recycling Drop-Off site.
  - 3.1.2.4.2 North 48<sup>th</sup> Street facility from the entrance gate to just north of the yard waste drop off site, including all areas around buildings (gatehouse, transfer station, appliance processing building and maintenance shop), the yard waste drop-off site and the brush drop-off site.
  - 3.1.2.4.3 Highway 77 from Bluff Road to ½ mile north of Bluff Road.
  - 3.1.2.4.4 Bluff Road from North 27<sup>th</sup> to North 70<sup>th</sup> Street.
  - 3.1.2.4.5 North 70<sup>th</sup> Street from Bluff Road south to Salt Creek.
  - 3.1.2.4.6 North 27<sup>th</sup> Street from Bluff Road south to Arbor Road.

- 3.1.2.4.7 The Contractor shall provide a minimum of a four (4) person work crew, including a designated supervisor, when performing these services.
- 3.1.2.4.8 The Contractor shall notify the City when these services are performed so that bagged debris and litter can be removed promptly from the roadways.
- 3.1.2.4.9 Under this Section, the Contractor shall perform 24 man hours of work per month (assume 4 person crew x 6 hours per day x 1 day per month).
- 3.1.2.4.10 The work hours of the supervisor shall count toward the 24 hours of work required under this section.
- 3.1.2.4.11 If work beyond 24 man hours per month is necessary, the Contractor shall request approval from the City.
  - 3.1.2.4.11.1 Any additional work shall be charged at the on-call service rate.
- 3.1.3 On-call Litter Collection Services
  - 3.1.3.1 The Contractor shall have the ability to provide litter collection services on a next day basis during normal working hours, Monday through Saturday, when requested by the City.
  - 3.1.3.2 Requested services shall be performed within and around the City's Bluff Road Landfill, Bluff Road Yard Waste Composting Site, the Small Vehicle Transfer Station (including brush and yard waste drop-off sites), private property, city streets, county roads, or state highways.
  - 3.1.3.3 The Contractor shall provide a minimum of an eight (8) person work crew, including a designated supervisor, when performing services under this Section.
  - 3.1.3.4 The City shall pay for a minimum of two (2) hours work for on-call services.
  - 3.1.3.5 The City may consider alternate work crew sizes.
- 3.1.4 Emergency Litter Collection Services
  - 3.1.4.1 The Contractor shall have the ability to provide litter collection services on a same day basis in emergencies where litter and/or debris pickup is immediately necessary, when requested by the City.
  - 3.1.4.2 The Contractor shall provide a minimum of an eight (8) person work crew, including a designated supervisor, when performing services under this Section.
  - 3.1.4.3 The contractor shall make every reasonable attempt to respond to the request within two (2) hours of the request being made.
  - 3.1.4.4 The City shall pay for a minimum of two (2) hours work for emergency services.
  - 3.1.4.5 The City may consider alternate work crew sizes on a case by case basis for work requested under this section.
- 3.2 Temporary Help Services
  - 3.2.1 The Contractor shall have the ability to provide qualified workers on a next day basis.
    - 3.2.1.1 Workers shall possess the necessary aptitude and be physically capable of performing general labor tasks including lifting, bending, walking and operating small power equipment such as push mowers, riding mowers, weed eaters and chain saws.
    - 3.2.1.2 Workers shall be adequately clothed to perform requested work in forecasted weather conditions.

- 3.2.1.3 Designated workers shall possess the necessary skills to be capable of operating an agriculture tractor, batwing mower and a water wagon.
- 3.2.2 The City shall pay for a minimum of four (4) hours work, except for work stoppages caused by inclement weather.
- 3.2.3 Workers shall report to the work site ready to begin work at the time requested.
- 3.2.4 The Contractor shall provide each worker with a two-part time card to be presented to a City representative prior to beginning work and which must be signed by a City representative prior to leaving the work location at the end of each work day, one copy of which will be retained by the City.
- 3.2.5 The Contractor shall be responsible for providing eye protection, hearing protection and hand protection when appropriate.
  - 3.2.5.1 City may, at its option, periodically allow the workers the use of the City's eye protection, hearing protection and hand protection equipment but assumes no responsibility regarding the use or suitability of such safety equipment.
- 3.2.6 The City reserves the right to immediately discharge Contractor employees for due cause including non-performance of work, suspected drug or alcohol use, tardiness, inappropriate clothing, insubordination or other behavior disruptive to work progress.
  - 3.2.6.1 Workers previously discharged from service shall not be allowed to perform work at the site again unless approved by the City's representative.
  - 3.2.6.2 Payment for workers discharged from service shall be only for the actual amount of productive time worked and the Contractor shall be required to waive the minimum four (4) hour charge for these workers.

4. **PAYMENT**

- 4.1 For services specified under Section 3.1, Litter Collection Services:
  - 4.1.1 The Contractor shall bill the City on a monthly basis at the unit price indicated in proposal for Routine Litter Collection Services.
  - 4.1.2 The Contractor shall bill the City on a hourly basis for each separate occurrence for On-call Litter Collection Services and Emergency Litter Collection Services.
  - 4.1.3 The Contractor shall complete a work activity log for all Litter Collection Services.
    - 4.1.3.1 A copy of the log must accompany all invoices submitted for these services.
  - 4.1.4 The invoices / work log shall at a minimum contain the following information:
    - 4.1.4.1 Date of work
    - 4.1.4.2 City representative requesting the service
    - 4.1.4.3 Total hours of work performed
    - 4.1.4.4 The applicable section of the contract identified.
- 4.2 Temporary Help Service invoices shall, at a minimum, contain the following information:
  - 4.2.1 Employee name and hours worked
  - 4.2.2 Date of work
  - 4.2.3 City representative requesting the service
  - 4.2.4 Total hours of work performed
  - 4.2.5 Hourly rate per hour as indicated in Proposal.
- 4.3 Invoices for work performed for the Solid Waste Operations section shall be submitted to:
  - Solid Waste Operations
  - 2400 Theresa Street
  - Lincoln, NE 68521
- 4.4 Invoices for work performed for other City Departments / Divisions shall be appropriately addressed to the City representative requesting the work.

5. **TERM OF AGREEMENT AND TERMINATION FOR CAUSE**

- 5.1 The term of the contract shall be four (4) years from date of executed contract.
- 5.2 The Owners or Contractor may terminate the contract service agreement at any time provided a thirty (30) day written notice is submitted by the one who wants to terminate the service agreement.
- 5.3 If services are found to not be in compliance with the provisions of this agreement; the Owners Agent shall notify the contractor, with follow-up notification in writing, of the complaint for non-compliance.
- 5.4 The contractor shall be given 24 hours to correct the cause of the complaint.
- 5.5 If the Owners Agent issues two (2) written complaints for non-compliance during the contract period, the Owner shall have the right to cancel the contract with the contractor.
- 5.6 The Purchasing Agent shall notify the contractor in writing of the cancellation of the contract and keep the bond.
  - 5.6.1 The contract will terminate ten (10) days from the date of mailing of the written notice of cancellation.
  - 5.6.2 In such event, the contractor shall have no liability to the Owner thereunder other than to fully perform such services to the end of said notice period, and the Owner shall have no liability to the contractor except to pay for such services as are actually performed pursuant to the terms of this contract.

6. **CONTRACT AND INSURANCE**

- 6.1 Within fourteen (14) calendar days after the award of bid the Contractor(s) must execute a written Contract between the Contractor and the Owners.
- 6.2 Also, within such time period the Contractor must furnish with the executed contract a certificate of insurance with worker's comp in accordance with the Insurance Clause, naming the City of Lincoln as the additional insured.

7. **CONTRACT AWARD PROVISIONS**

- 7.1 The following factors shall be considered in determining the lowest, responsive, responsible Contractor/s:
  - 7.1.1 Ability, capacity and skill of the Contractor to comply with the specifications and perform the work required by the contract.
  - 7.1.2 Character, integrity, reputation, judgment, experience and efficiency of the Contractor.
  - 7.1.3 Ability of the Contractor to perform the work within the time specified for each project.
  - 7.1.4 Previous and current compliance of the Contractor with laws and regulations relating to the work.
  - 7.1.5 Information obtained from the references provided by the Contractor.
  - 7.1.6 Pricing from the bid proposal.
  - 7.1.7 Any other information deemed relevant to the contract by the Owners.
- 7.2 Contracts resulting from bid proposals shall not be on an all-or-none basis, and may be awarded to several Contractors based on price, scheduling, the ability to complete work on time, quality of work and previous inspection and acceptance of past projects.
- 7.3 The Owners further reserve the right to analyze bid proposals in detail and to award contracts which the Owners believe to be in their best interests.
- 7.4 The Owners may make any investigation deemed necessary to determine the ability of a Contractor to perform in accordance with the specifications.
- 7.5 The Owners reserve the right to reject any bid based on facts resulting from any investigation which indicates that a Contractor is not properly qualified to perform the obligations of any resulting contract.

8. **NO USE OF TOBACCO PRODUCTS AND ALCOHOLIC BEVERAGES/ILLCIT DRUGS**

- 8.1 The "Owners" do not allow smoking, alcoholic beverages/illicit drugs or the use of any tobacco products within it's property.
- 8.2 This ban applies to contractors and sub-contractors and their employees.
  - 8.2.1 Any contracted employee who reports for work showing evidence of an impaired condition shall not be permitted to remain on the premises.
    - 8.2.1.1 The contractor is completely responsible for monitoring his/her employees and will be held responsible for proper handling of suspected incidents of improper use or alcohol or drugs.

