

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
SCRAP TIRE RECYCLING
QUOTE NO. 4764**

**Uribe Refuse Services
4600 No. 48th
Lincoln, NE 68504
402.467.1239**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2014, by and between **Uribe Refuse Services, 4600 N. 48th, Lincoln, NE 68504**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

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

For providing Annual Requirements for Scrap Tire Recycling, Quote No. 4764 and,

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

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

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

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

Agreement to full proposal.

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

The City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract. The total cost of products or services for City departments shall not exceed \$16,000.00 during the contract term without approval.

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

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide 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. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a **four (4)** year term.

8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. Affidavit
 4. Addendum #1
 5. Special Provisions
 6. E.O. # 83319 for City Affidavits
 7. Insurance Requirements
 8. Instruction to Bidders
 9. Specifications
 10. Sales Tax Exemption Form 13
 11. State of Nebraska Department of Environmental Quality Waste Tire Hauler Permit

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.

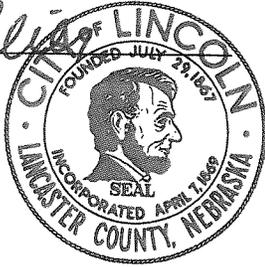
The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]
Mayor

Approved by Resolution No. A-88252

dated 5/5/14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Urbe Scrap tires, LLC.
Name of Corporation

4600 N. 48th Lincoln, NE
(Address)

By: [Signature]
Duly Authorized Official

President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

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

Bid Information		Contact Information		Ship to Information	
Bid Creator	Shelly Hinze, Buyer	Address	Purchasing	Address	Public Works & Utilities,
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		Recycling
Phone	1 (402) 441-8313		Lincoln, NE 68516		2400 Theresa St.
Fax	1 (402) 441-6513	Contact	Shelly Hinze, Buyer		Lincoln, NE 68521
			Purchasing	Contact	Gene Hanlon
Bid Number	4764 Addendum 1	Department		Department	
Title	Annual Requirements for	Building		Building	
	Scrap Tire Recycling		Suite 200		
Bid Type	Quote	Floor/Room		Floor/Room	
Issue Date	03/24/2014	Telephone	1 (402) 441-8313	Telephone	(402) 441-8735
Close Date	3/31/2014 11:00:00 AM CT	Fax	1 (402) 441-6513	Fax	
Need by Date		Email	rhinze@lincoln.ne.gov	Email	

Supplier Information

Company Uribe Refuse Services
 Address 4600 N 48th

 Lincoln, NE 68504
 Contact Kelly Newton or Chuck Uribe
 Department
 Building
 Floor/Room
 Telephone 1 (402) 467-1239
 Fax 1 (402) 467-1246
 Email kelly@uriberefuse.com
 Submitted 3/28/2014 2:55:34 PM CT
 Total \$5,850.00

Signature _____

Supplier Notes

Uribe Refuse Services, Inc is a third generation, family owned and operated company that provides quality solid waste management to the residents of Lincoln and the surrounding communities. As of January 1, 2014, Uribe Refuse purchased a scrap tire company that is certified by the State of Nebraska (Uribe Scrap Tires, LLC)

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	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
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	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
6	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
7	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 escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	(a) yes (b) yes (c) prices good through May 2016
8	References	List three references to include a contact person, address, telephone number and a listing of the type of work completed for them.	Y
9	Recycling Services Plan and Disposition Report	I acknowledge that I have attached my Recycling Services Plan and my Disposition Report in the suppliers response section of my bid.	Y
10	Collection and Processing Alternative	State or attach your alternative approach to weighing containers and determining weight per section 2.8 of specifications.	roll off containers will be weighed on our state certified scale on our property providing an exact weight for each roll off serviced
11	Violations	Has your company ever been in violation with the Nebraska Department of Environmental Quality or other State of local regulatory agency regarding the transportation, storage, processing or end uses for scrap tires.____ Y/N. Explain.	No
12	Compliance	I acknowledge that I have attached any violation with explanation from the Nebraska Department of Environmental in the suppliers response section of my bid.	Y
13	Contact	Name of person submitting this bid:	Brad Uribe
14	Electronic Signature	Please check here for your electronic signature.	Yes
15	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	10	40 cu. yd. roll-off	Collection, Transportation and Processing of Scrap Tires	\$100.00

Item Notes: Unit price is per 1 - 40 cubic yard roll-off

Supplier Notes:

2	10	40 cu. yd. roll-off	Processing Charge	\$485.00
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Item Notes: Unit price is per 1 - 40 cubic yard roll-off.

Supplier Notes:

Response Total: \$5,850.00

**SPECIFICATIONS
FOR
SCRAP TIRE RECYCLING SERVICES**

1. **SUPPLEMENTAL TO INSTRUCTIONS TO BIDDERS**
 - 1.1 It is the intent of this specification to describe the minimum acceptable specifications for the Annual Requirements for Scrap Tire Recycling Services.
 - 1.2 Bidder shall submit bid documents and all supporting material via e-bid.
 - 1.3 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.
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.3.2 No direct contact is allowed between Contractor and other City staff throughout the bid process.
 - 1.3.2.1 Failure to comply with this directive may result in Vendor bid being rejected.
 - 1.4 The term of this contract for tire recycling services shall be for (4) four year term.
 - 1.5 The Contractor shall provide insurance in accordance with the City's standard insurance clause to be used for all Owners.
 - 1.6 The City's agent responsible for the administration of this contract is Mr. Gene Hanlon, Recycling Coordinator (phone no. 402/441-7043) or his designated representative.

2. **SCOPE OF WORK**
 - 2.1 The City owns (2) 40 cubic yard open-top roll-off containers in which tires are stored at two (2) disposal facilities.
 - 2.1.1 North 48th Street Solid Waste Transfer Station located at 5101 North 48th Street
 - 2.1.2 Bluff Road Landfill located at 6001 Bluff Road
 - 2.2 The Contractor shall provide scrap tire collection services at the two (2) disposal locations and transport the tires to the Contractor's place of business for processing and recycling in accordance with these Specifications.
 - 2.3 The Contractor shall accept all car passenger tires, over the road truck tires, implement tires, large farm tractor tires, and heavy equipment tires for recycling purposes.
 - 2.3.1 This includes tires on rims and concrete filled tires.
 - 2.4 Contractor shall transport the scrap tires to the processing center in the City-owned roll-off containers or may transfer the tires from the roll-off containers to the Contractor's specialized collection equipment for transportation to the processing center.
 - 2.4.1 The contractor shall provide (2) two 40 yd containers and rotate them with the (2) two City owned 40 yd containers.
 - 2.5 City owned roll-off containers shall be returned to the disposal facility within 48 hours of servicing the containers or retain them on their property, insuring that they not be used for any other purpose and shall return the containers to the City of Lincoln the next time tires are collected from the City.
 - 2.6 If the Contractor replaces the City-owned roll-offs with Contractor owned roll-offs, the containers must have a capacity of 40 cubic yards.

- 2.7 The contractor shall provide collection services within 48 hours when requested to transport the full containers of tires or establish a regular schedule to collect tires which eliminates the need for the City to store tires on the ground next to collection containers.
 - 2.7.1 The contractor shall remove all tires at each collection site during the service trip.
- 2.8 Title of ownership to all scrap tires shall pass to the Contractor upon pick up at the City's locations or delivered to the processing center by the City.
- 2.9 Under no circumstances should the Contractor store scrap tires received from the City of Lincoln without being processed for a period longer than 2 months.
- 2.10 Storage of transfer trailers or the processing of scrap tires shall not be allowed at the City's facilities.
- 2.11 Tires may be transferred by and through the end gate of the roll-off container or with a grapple device over the top of the container.
- 2.12 The total estimated annual quantity of scrap tires from the two disposal facilities varies from year to year.
 - 2.12.1 In FY 10-11 there were a total of 43.5 tons of scrap tires collected.
 - 2.12.2 In FY 11-12 there was 52.7 tons of scrap tires collected.
 - 2.12.3 In FY 12-13 there was 40.8 tons of scrap tires.
 - 2.12.3.1 There is no guarantee of quantity.
- 2.13 The total estimated annual number of 40 cubic yard roll-off containers serviced range from 8 to 12 loads per year.
 - 2.13.1 There are an average of 5 tons of tires in each roll-off container.
- 2.14 A contractor may subcontract the collection or processing portion of this contract, however the City of Lincoln must approve the subcontractor.
- 2.15 The City reserves the right to transport the 40 cubic yard roll-off container themselves.
 - 2.15.1 The City will evaluate bids to determine the cost effectiveness of contractor provided versus City provided transportation services.
 - 2.15.2 The City will only consider transporting the tires if the processing facility is in the State of Nebraska and within 75 miles of Lincoln.
 - 2.1.3 In the event that the City determines that it is in the best interests of the City to transport the tires, the contractor will be paid only the processing fee identified in the bid proposal.
- 2.16 The Contractor or subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status.
- 2.17 The City may give preference to contractors which recycle the scrap tire into a new, value added product, followed in order by energy recovery, civil engineering applications and monofilling or landfilling.

3. DISPOSITION REPORT

- 3.1 The Contractor shall provide the City on the disposition of tires received from the City of Lincoln upon request by the City.
- 3.2 Said report shall contain:
 - 3.2.1 How tires received from the City were sorted and processed.
 - 3.2.2 The annual cumulative number of tires stored on site waiting processing.
 - 3.2.3 The annual cumulative number of tires processed but awaiting to be utilized by end-user.
 - 3.2.3.1 The annual cumulative number of tires processed and end use

- tires were utilized for.
- 3.2.3.2 Identify any changes to the recycling services plan that were submitted to the City regarding procedures for the collection, processing and end-uses for scrap tires received from the City.

4. RECYCLING SERVICE PLAN

- 4.1 A recycling service plan must be submitted with the unit price bid for scrap tire recycling services as an attachment to the suppliers response attachment section of the bid.
- 4.2 The plan shall include the following:
 - 4.2.1 Transportation equipment used to collect and transport scrap tires along with contractor requirements for loading, transferring or transporting scrap tires.
 - 4.2.1.1 The contractor must not interfere with the daily operations of the disposal facilities.
 - 4.2.1.2 Under no circumstances shall landfill equipment or operators be made available to contractor for loading, transferring or unloading tires for the contractor.
 - 4.2.2 Statement outlining approach to collection and processing scrap tires and beneficial end-use for the scrap tires. This must include:
 - 4.2.2.1 Location that scrap tires will be transported to and processed.
 - 4.2.2.2 List of subcontractors, if any, and role in the recycling plan
 - 4.2.2.3 Explanation on how tires are sorted and processed.
 - 4.2.2.4 End use(s) for processed tires.
 - 4.2.2.5 Location(s) of end user(s) of processed tires.
- 4.3 Failure to submit the recycling services plan with unit price bid may result in disqualification of bid.

5. COMPLIANCE WITH REGULATIONS

- 5.1 The contractor shall collect, transport, store, process and utilize all scrap tires and scrap tire derived products in compliance with local, state and federal regulations.
 - 5.1.1 Bidder must attach any permits to collect, transport or process scrap tires required by the State of Nebraska in the response attachment section of the bid.
- 5.2 Bidder's must indicate if they, or any subcontractor, have received any notice of violation or litigation related to any violation from the Nebraska Department of Environmental Quality or other state or local regulatory agency regarding the transportation, storage, processing or end uses for scrap tires.
 - 5.2.1 Bidders must explain any notice of violation or litigation and dates associated with regulatory agency action.
 - 5.2.2 If the notice of violation or litigation has not been resolved, please explain the status of the notice of violation or litigation.
 - 5.2.3 If the notice of violation or litigation has been resolved, please explain how it was resolved.
- 5.3 Violations, litigation or pending litigation may be considered as the basis for rejection of the bid or termination of any contract.
- 5.4 During the term of the contract for tire recycling services, the Contractor shall inform the City of any Notice of Violation (NOV) or litigation it receives from the Nebraska Department of Environmental Quality or other regulatory agency

regarding the transportation, storing, handling, processing or utilization of scrap tires.

5.4.1 The Contractor shall also provide information regarding their response to the Notice of the Violation or litigation and the current status of the NOV or litigation.

6. CITY'S RESPONSIBILITIES

6.1 During the term of the contract, the City shall agree to send all scrap tires received at the disposal facilities to the Contractor.

6.1.1 In the event that other locations serve as a scrap tire collection point the cost for collection and processing services shall be converted to a per ton basis in which the per container fee is divided by 5 tons to arrive at a per ton collection and processing fee.

6.2 The City shall be responsible for loading 40 cubic yard open-top roll-off containers with scrap tires.

6.2.1 The City shall "loose-load" the containers with no requirements for stacking or placing materials in the containers for purposes of obtaining maximum weight loads.

6.2.2 The City shall notify the Contractor when a full load is available for pick up or that they will be delivering a container if the processing contractor is within 75 miles and in the state of Nebraska.

6.2.3 The City and Contractor may agree on a regular schedule of service in lieu of on-call services.

7. BILLING AND INVOICING

7.1 Billing for collection and processing services shall be based on the average net weight of the container.

7.2 The Contractor shall accurately complete an invoice to the City indicating the date the roll-off container was emptied.

7.2.1 The total charge for collection and processing tires shall be based on a per container basis using the estimate of 5 tons of tires per container.

8. BASIS OF PAYMENT

8.1 Payment shall be based on cost per container basis with an average of 5 tons of scrap tires per roll-off.

8.1.1 During the term of the agreement the contractor or the City may request the actual weighing of the container to revise the average weight per container.

8.1.1.1 The procedures for weighing the container as well as the total number of containers to be weighed must be mutually agreed upon by both parties.

8.2 The Contractor shall submit invoices to:

8.2.1 Solid Waste Operations Division
2400 Theresa Street
Lincoln, NE, 68521

8.3 Invoices shall specify the following information:

8.3.1 Date scrap tires were transported

8.3.2 Estimated number of car passenger tire equivalents (100 car passenger tires per ton based on the average of 5 tons per load)

8.3.3 Unit price

8.3.4 Unit price description

8.3.5 Extended total price

9. TERMINATION

- 9.1 The City reserves the right to inspect the Contractor's processing operation and may terminate the tire recycling services agreement for improper storage or handling of scrap tires.
- 9.2 The City may terminate the tire recycling services agreement in the event that the Contractor does not secure viable commitments to utilize their end product.
- 9.3 The City may terminate the tire recycling services agreement in the event that the State of Nebraska ends the landfill disposal of scrap tires and allows whole tires to be disposed of in sanitary landfills.
- 9.4 This Contractor may not assign the scrap tire recycling services agreement to another party without prior written approval by the City.

**Addendum #1
for
Annual Requirements for Scrap Tire Recycling
Quote 4764**

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:

- Q. In lieu of a vendor's own containers would a vendor be able to send a Company truck to pull the City's box(s), bring it to the vendor's site for unloading and then return the City's container?
- A. If the Vendor can return the City-owned 40 cubic yard roll-off boxes within 24 hours of servicing the facility a Vendor may pull the roll-off box at the facility, take it to their tire processing facility, empty it, and return the city-owned container to the City's disposal facility.

All other terms and conditions shall remain unchanged.

Dated this 27th day of March, 2014.

Shelly Hinze,
Buyer