

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 07-237**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

**Four (4) Each 1850 GALLON SKID-MOUNTED
ANTI-ICING/DE-ICING/DUST CONTROL SYSTEM**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before

12:00 noon Wednesday, August 01, 2007 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above. Bids may be downloaded from the City's website at www.lincoln.ne.gov

Keyword: **bid**

Prospective bidders must monitor the bid listing for any addendums. Late bids will not be considered. Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.

Proposal
Specification 07-237
1850 Gallon Skid-mounted Anti-icing/de-icing/dust Control System
Open: 12:00 Noon, August 01, 2007

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers _____ through _____ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. all addenda shall become part of the final contract document.

BIDDING SCHEDULE

| <u>ITEM</u> | <u>ITEM DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT</u> | <u>TOTAL</u> |
|-------------|---|-----------------|-------------|--------------|
| 1. | 1850 Gallon Skid-mounted Anti-icing/de-icing/dust Control System as Specified. | 4 | Each | \$ _____ |
| 2. | To provide all components and materials required to retrofit three (3) sections and high and low flow center boom nozzles as indicated in this specification. | 3 | Each | \$ _____ |
| 3. | To provide three (3) Hypro Model 9306C-HM1C pumps, required to retrofit our existing units to the same performance standards as the units specified. | 3 | Each | \$ _____ |

NO BID SECURITY REQUIRED

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 07-237

COMPANY NAME

STREET ADDRESS or P.O. BOX

CITY, STATE ZIP CODE

TELEPHONE No. FAX No.

E-MAIL ADDRESS

TERMS OF PAYMENT

BY (Signature)

(Print Name)

(Title)

(Date)

ESTIMATED DELIVERY DAYS (after receipt of order)

Bids may be inspected in the Purchasing Division during normal business hours **after** tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: www.lincoln.ne.gov Keyword: **Bid**. The Intent to Award will be listed on the website when a recommendation is received from the Department.

EQUIPMENT SPECIFICATIONS
1850 GALLON SKID-MOUNTED ANTI-ICING/DE-ICING/DUST CONTROL SYSTEM

1. APPLICATION

- 1.1 The Anti-Icing/De-Icing and Dust Control Spray System will be utilized by the City of Lincoln Street Maintenance Operations for applying anti-icing and de-icing chemicals and solutions on bridges, streets and highways, and dust control products on unpaved roadways.
- 1.2 The system will be compatible with a variety of anti-icing/de-icing/dust control solutions, including but not limited to the following:
 - 1.2.1 Sodium Chloride
 - 1.2.2 Calcium Chloride
 - 1.2.3 Magnesium Chloride
 - 1.2.4 Potassium Acetate
- 1.3 System will be capable of accurately applying de-icing solutions to 1, 2 or 3, twelve foot lanes at rates up to 75-gallon per lane mile from 1 to 40 miles per hour, in low-flow operational mode.
- 1.4 System will be capable of accurately applying dust control solution to 1, eight foot lane at rates up to 1,600-gallon per lane mile from 1 to 7 miles per hour, in low-flow plus high-flow operational mode.

2. MODEL

- 2.1 The equipment furnished under these specifications will be new and of the latest improved model in current production as offered to the commercial trade.
- 2.2 All advertised standard equipment will be provided whether or not specifically addressed.
- 2.3 This system will be skid-mounted designed for installation in a 13 foot dump body and be comprised of the following components to result in a complete slide-in system ready for operation.
 - 2.3.1 Electronic Control System
 - 2.3.2 Solution Loading System
 - 2.3.3 Spray Bar and Heads
 - 2.3.4 Pumping System
 - 2.3.5 Piping, Plumbing and Hoses
 - 2.3.6 Skid Assembly
 - 2.3.7 Polyethylene Tank
- 2.4 The system will be powered through the trucks central hydraulic system.
- 2.5 The control system and wiring harness will be designed specifically for use in conjunction with the Component Technology "MultiGuard/CircuitGuard control console in the prime movers.
- 2.6 It is the responsibility of the bidder to inspect the trucks to insure the application units are compatible with the existing hydraulic systems and control consoles.
- 2.7 Contact Jim Chiles @ 402-441-4941 to schedule an inspection time.

Meets Specs.
Yes No

Company Name _____

- 3. TANKS, SADDLE AND SKID**
- ___ 3.1 Two (2) separate, non-corrosive, round or elliptical polyethylene tanks with sumps for a total of approximately 1800-gallons.
 - ___ 3.1.1 Tanks will be plumbed to provide an equal level of product in both tanks at all times.
- ___ 3.2 Tanks will be rated for 14-pound solutions and be UV stabilized.
- ___ 3.3 Tanks will be internally baffled and include both an electronic in-tank low water indicator switch provision and molded gallon marker.
- ___ 3.4 Tank saddle will be designed specifically for the tanks provided with stainless steel tank straps.
- ___ 3.5 The tank saddle will be mounted on a channel iron skid equipped four (4) lifting hooks/eyes at each corner of the skid.

Meets Specs.
Yes No

- ___ 3.6 Channel iron skid will have provisions for a pump-mounting platform at the rear of the skid.
- ___ 3.7 Pump-mounting platform will be at a 45° angle for easy access and drainage.
- ___ 3.8 Tank lid to be a minimum of sixteen (16) inches in diameter and will be a positive locking type.
- ___ 3.9 Tank lid must be supplied with an air vent to prevent possible damage from excessive pressure or vacuum.
- ___ 3.10 Tank skid must be designed in such a manner that the tailgate holding hooks can be utilized to help secure tank and skid in truck box.
- ___ 3.11 Unit will be complete with injection type product agitator.
- ___ 3.12 Skid frame and associated metal component will be powder coated for corrosion resistance.

4. PUMP

- ___ 4.1 The product pump will be a Hypro 9306C-HM1C centrifugal pump to be complete with a direct-mounted hydraulic motor capable of 200 G.P.M. @ 40 PSI. (Hydraulic requirement 11 through 13 G.P.M. @ 1800 PSI).
- ___ 4.2 Hydraulic motor to be powered by the dump truck's hydraulic system.
- ___ 4.3 A pressure strainer shall be furnished and equipped with an 80 mesh stainless steel screen installed at the pump outlet.

5. FLOW CONTROL SYSTEM

- ___ 5.1 The microprocessor design control system will be:
 - ___ 5.1.1 Component Technology Model LA701 Liquid Sprayer Control (no exception).
- ___ 5.2 The control system will receive ground speed input from World Allison secondary ground speed terminal.
- ___ 5.3 Flow measurement will be provided by a Raven Model RFM-200 turbine flow meter with Hall Effect Generator Output for accurate product measurement.
- ___ 5.4 Harness will be TPE (thermoplastic elastomer) with sealed connectors.

6. BOOMS AND SPRAY HEADS

- ___ 6.1 Low-flow and High-flow center and side spray assemblies will be stainless steel construction.
- ___ 6.2 Center boom(s) and side spray assemblies will combine to provide three lane coverage.
- ___ 6.3 High and low flow center boom sections will have 10 nozzles each at 10" spacings.
 - ___ 6.3.1 Nozzles will be quick change, anti-drip design, sized to provide liquid application at the application rates and speeds specified.
 - ___ 6.3.2 Both jet steam and fan jet nozzles, of proper rating will be provided for center high flow and low flow boom sections.
 - ___ 6.3.3 See attached diagram.
- ___ 6.4 Right and left side sections will have two sets of three nozzles each at 2.5 " spacings.
 - ___ 6.4.1 Nozzles will be streamer type, stainless steel, sized to provide liquid application at application rates and speeds specified.
 - ___ 6.4.2 See attached diagram.
- ___ 6.5 Boom assembly will be height adjustable to allow for application height of 12 to 24 inches from ground level to nozzle, based on 60" truck bed height.

Meets Specs.

Yes No

6.6 Application rates and ranges will be as follows:

6.6.1 Low flow center and outside sections will be capable of application rates of 0 to 75 GPLM @ 1 to 40 MPH.

6.6.2 Combination of high flow center and low flow center sections will be capable of application rates of 0 to 1,600 GPLM @ 1 to 7 MPH.

6.6.3 High flow for outside lanes is not desired.

6.6.4 Unit must be capable of spraying 1, 2 or 3 lanes wide individually or simultaneously at rates and ground speeds stated above.

6.6.5 System will apply product proportional to ground speed with operator capable of changes in application rate per lane mile and number of lanes covered during product application.

7. SYSTEM PLUMBING

7.1 All system plumbing will be non-corrosive and non-reactive with anti-icing and de-icing chemicals.

7.2 All suction lines will be 2 inch diameter.

7.3 All motorized ball valves will be 1½ inch diameter.

7.4 Strainers and check valves will be full line size with strainers being 80 mesh stainless steel screen.

7.5 The unit will have self-filling and unloading capabilities, utilizing the onboard product pump and appropriate valving.

7.6 Easily accessible gravity drain provision will be provided.

8. MANUALS

8.1 One (1) complete sets of parts, service, calibration and operator's manuals will be provided with each unit.

8.2 Manuals will include a plumbing schematic, detailed sprayer components to include; sprayer control, flow meter, product pump and electrical schematic.

9. TRAINING

9.1 A minimum of eight (8) hour of installation and calibration training will be provided.

9.2 Training will be conducted at 901 North 6th. Street, Lincoln NE. with appropriate notice given to the successful bidder.

10. WARRANTY

10.1 Manufacturers standard warranty will apply.

10.2 Warranty repairs will be performed at 901 North 6th. Street, Lincoln NE.

10.3 At a minimum the tank(s) will be warranted against defects in material and workmanship for a period of three (3) years.

11. DELIVERY

11.1 Delivery will be to Public Works Garage, 901 North 6th Street, Lincoln, Nebraska, 9:00 a.m. to 3:00 p.m., Monday thru Friday.

12. OPTIONS (please price Items 12.1 and 12.2 separately)

12.1 To provide all components and materials required to retrofit three (3) sections and high and low flow center boom nozzles as indicated in this specification.

12.2 To provide three (3) Hypro Model 9306C-HM1C pumps, required to retrofit our existing units to the same performance standards as the units specified.

12.3 It is the responsibility of the bidder to inspect the existing unit to insure that all components and materials required to complete the retrofits are provided.

12.4 Pricing to include all materials, components and detailed installation instructions delivered to the City of Lincoln, Fleet Services Garage, 901 North 6th, Lincoln, NE.

12.5 Installation will be performed by the City of Lincoln.

12.6 Contact Jim Chiles @ 402-441-4941 to schedule inspection of existing units.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 If bidding on a Construction Contract, the City of Lincoln's Standard Specifications for Municipal Construction 2006 shall apply.
 - 1.6.1 Bidders may obtain this document from the City's Design Engineering Division of Public Works & Utilities for a small fee.
 - 1.6.2 Said document can be reviewed at Design Engineering or the Purchasing Division.
 - 1.6.3 The Standard Conditions are available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm>

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of bids.

- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders and posted on the City-County website at lincoln.ne.gov Keyword - Bid.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Copies of addenda will be made available for inspection at the office of the Purchasing Agent and on the City-County website.
- 5.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.4 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

8. BRAND NAMES

- 8.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 8.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- 9.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 9.4 If items are small and malleable, the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise.
- 10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.

- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 12.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 12.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 12.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 12.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggy back on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. AFFIRMATIVE ACTION

- 17.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

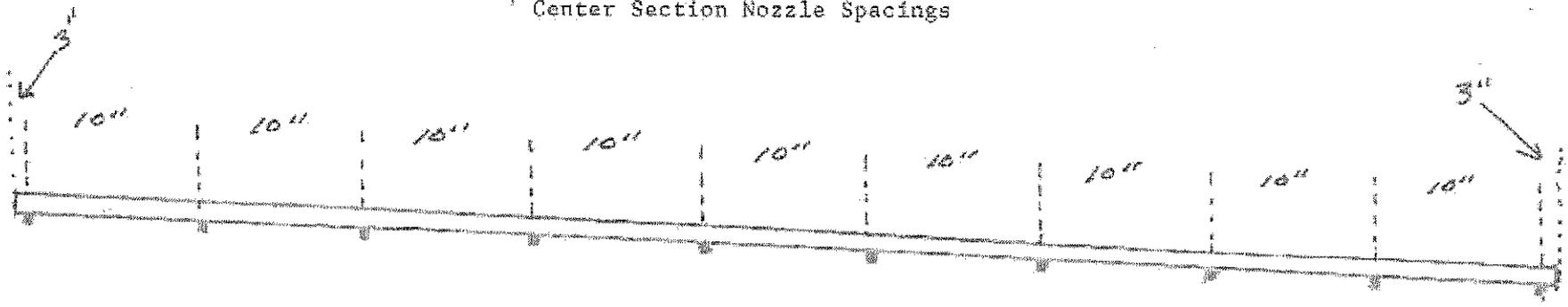
18. LIVING WAGE

- 18.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

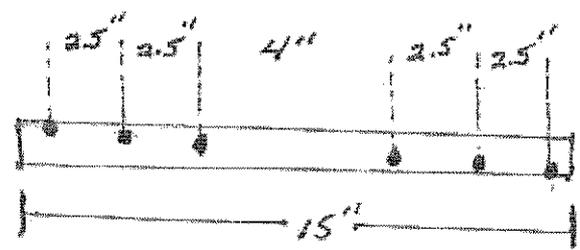
19. EXECUTION OF AGREEMENT

- 19.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
 - a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
 - b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the City within 10 days (unless otherwise noted).
 - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
 - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.

Spray Bars
High Flow & Low Flow
Center Section Nozzle Spacings



Spray Bars
Low Flow Left & Right Side
Nozzle Spacings



Not to Scale