

**AMENDMENT TO QUOTE NO. 3902  
RENTAL AND CLEANING OF FLOOR MATS, MOPS AND  
VARIOUS CLEANING TOWELS - STARTRAN  
(Last Renewal)**

This Amendment is hereby entered into on this 13<sup>th</sup> day of June, 2014 by and between Aramark Uniform Services, 3300 N. 41<sup>st</sup> Street, P.O. Box 4440, Lincoln, NE 68504 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of renewing a Contract dated June 11, 2012, under Resolution No. A-86851, (the "Contract"), for **Rental and Cleaning of Floor Mats, Mops and Various Cleaning Towels - StarTran, Quote No. 3902**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is June 11, 2012 through June 10, 2014, with the option to renew for one (1) additional two (2) year term upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the Contract for one (1) additional two (2) year term beginning June 11, 2014 through June 10, 2016; and

WHEREAS, the estimated expenditures for the City for the term of this renewal shall not exceed \$6,219.20 without prior approval by the City of Lincoln.

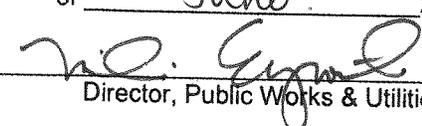
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under City Resolution No. A-86851, and as stated herein, the parties agree as follows:

- 1) The Contract shall be renewed for one additional two (2) year term beginning June 11, 2014 through June 10, 2016;
- 2) The estimated expenditures for the City for the term of this renewal shall not exceed \$6,219.20 without prior approval by the City of Lincoln.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

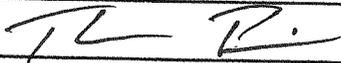
The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

**Official City Use Only**

|  |
|--|
| Dated this <u>13<sup>th</sup></u> day  |
| of <u>June</u> 2014  |
| <br>_____<br>Director, Public Works & Utilities |
| Approved by Directorial Order No.<br><u>11263</u>  |

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

|                                     |  |
|-------------------------------------|--|
| Company Name: (PLEASE PRINT)        | Aramark Uniform Service  |
| By: (PLEASE PRINT)                  | Tom Pierson  |
| By: (PLEASE SIGN)                   |  |
| Title:                              | District Manager   |
| Company Address: (PLEASE PRINT)     | 3300 N. 41 <sup>st</sup> Street, Lincoln NE 68504                                  |
| Company Phone & Fax: (PLEASE PRINT) | 402-464-6327 fax 402-464-9506  |
| E-Mail Address: (PLEASE PRINT)      | tom.pierson@uniform.aramark.com  |
| Date                                |  |

A-86851

12R-105

PH: 6-11-12

**CONTRACT DOCUMENTS  
STARTRAN**

**CITY OF LINCOLN  
NEBRASKA**

**RENTAL AND CLEANING OF FLOOR MATS, MOPS AND VARIOUS  
CLEANING TOWELS STARTRAN  
QUOTE 3902**

**Aramark Uniform Services  
3300 N. 41<sup>st</sup> Street  
PO Box 4440  
Lincoln, NE 68504  
402.464.6326**

**CITY OF LINCOLN  
STARTRAN  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between **Aramark Uniform Services, 3300 N. 41<sup>st</sup> Street, PO Box 4440, 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 Rental and Cleaning of Floor Mats, Mops, and Various Cleaning Towels - StarTran, Quote 3902 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 and Attachment A**

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:

**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.**

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 two (2) year term with the option to renew for one (1) additional two (2) year term.
8. Non-Discrimination Clause. StarTran shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the (Recipient) of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

9. The Contract Documents comprise the Contract, and consist of the following:
1. Contract Agreement
  2. Accepted Proposal/Response
  3. Attachment A
  4. Federal Forms
  5. Specifications
  6. Instructions to Bidders
  7. Insurance Requirements

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:

City Clerk

*John E. Roach*



CITY OF LINCOLN, NEBRASKA

Mayor

*[Signature]*

Approved by Resolution No. A-86851

dated June 11, 2012

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

\_\_\_\_\_  
Secretary (SEAL)

Aramark Uniform Services  
Name of Corporation

3300 N. 41<sup>ST</sup> STREET LINCOLN, NE 68506  
(Address)

By: [Signature]  
Duly Authorized Official

C.M.  
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**

Bid Creator    Suzanne Siemer Asst.  
                   Purchasing Agent  
 Email         ssiemer@lincoln.ne.gov  
 Phone         (402) 441-7414  
 Fax             (402) 441-6513  
  
 Bid Number   3902  
 Title           Rental and Cleaning of Floor  
                   Mats, Mops and Various  
                   Cleaning Towels -  
                   STARTRAN  
 Bid Type       Quote  
 Issue Date    03/26/2012  
 Close Date    4/4/2012 2:00:00 PM CST  
 Need by Date

**Contact Information**

Address       Purchasing  
                   440 S. 8th St.  
                   Lincoln, NE 68516  
 Contact       Suzanne Siemer Asst.  
                   Purchasing Agent  
                   Purchasing  
 Department   Building  
                   Suite 200  
 Floor/Room  
 Telephone    1 (402) 441-7414  
 Fax             1 (402) 441-6513  
 Email         ssiemer@lincoln.ne.gov

**Ship to Information**

Address       StarTran  
                   710 J St.  
                   Lincoln, NE 68508  
 Contact  
  
 Department   Building  
 Floor/Room  
 Telephone  
 Fax  
 Email

**Supplier Information**

Company       Aramark Uniform Services  
 Address       3300 N 41ST Street  
                   PO Box 4440  
                   Lincoln, NE 68504-4440  
 Contact       Jerry Dawdy  
 Department  
 Building  
 Floor/Room  
 Telephone    1 (402) 464-6326  
 Fax             1 (402) 464-9506  
 Email         jerald.dawdy@uniform.aramark.com  
 Submitted    4/2/2012 2:05:09 PM CST  
 Total          \$6,219.20

Signature \_\_\_\_\_

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

Bid Notes \_\_\_\_\_

Bid Activities \_\_\_\_\_

Bid Messages \_\_\_\_\_

Please review the following and respond where necessary

| # | Name                                       | Note  | Response     |
|---|--|---|--------------|
| 1 | Electronic Signature                       | Please check here for your electronic signature.  | Yes          |
| 2 | Instructions to Bidders                    | I acknowledge reading and understanding the Instructions to Bidders.  | Yes          |
| 3 | Contact                                    | Name of person submitting this bid:   | Jerry Dawdy  |
| 4 | FTA Forms                                  | I have read and accept the terms as listed in the attached FTA Forms and agree to follow those requirements as part of this bid and any subsequent contracts.   | Yes          |
| 5 | Specifications                             | I acknowledge reading and understanding the specifications.   | Yes          |
| 6 | Protest Procedures                         | I acknowledge that I have read and understand the City of Lincoln Bid Protest procedures. I further recognize that in the event a protest is denied by the City, I may file a protest with the Federal Grant Provider after exhausting all administrative remedies with the City. For further information on a protest, a Vendor may contact the City Purchasing Agent.   | Y            |
| 7 | Term Clause with Escallation/De-Escalation | I acknowledge that the term of the contract will be a (2) two year term from the date of the executed contract with the option for (1) one additional (2) two year term.<BR>(a) Bid prices firm for the first full contract period.<BR>YES or NO<BR>(b) Bid prices subject to escallation/de-escalation <BR>YES or NO <br>(c) If (b), state period for which prices will remain firm: through _____   | a) yes b) no |
| 8 | 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          |
| 9 | Small Business Participation               | The City of Lincoln Transit Program(StarTran) wishes to foster small business participation in its bids for products and services purchased for StarTran. In order to do this, all bidders are asked to answer the following questions as part of their bid submittal.(If you are unsure of your status as a Small Business, please refer to the NAICS list attached to the Bid Attachment section.)<br><br>1) Are you a Small Business according to the NAICS size guidelines? YES or NO?<br>If YES, what is the category you are listed under, the number of employees you have and the average annual receipts?<br><br>2) Will you be utilizing any Sub-Contractors in the performance of the contract awarded from this bid? YES or NO<br>If YES, name the Sub-Contractors in the space provided.<br><br>3) If you are not a Small Business, are you willing to provide subcontracting opportunities of the type/size that small businesses, including DBE's, can reasonably perform? YES or NO<br> | 1) no 2) no  |

If NO, why?

- |    |                          |   |                                   |
|----|--------------------------|---|-----------------------------------|
| 10 | Assignability Conditions | I acknowledge and understand that the Vendor shall not assign any portion of the work to be performed under the terms of a contract or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities hereunder without the prior written consent of the City of Lincoln.   | Yes                               |
| 11 | Service Representative   | List the name, address and phone number of the Representative that will be notified of any and all activity related to this account. Also list a secondary name and phone number if the Representative is not available for any reason.   | Jerry Tryon 402-464-6327 ext. 102 |
| 12 | Insurance                | I acknowledge reading and understanding the insurance requirements.   | Yes                               |
| 13 | Response Attachments     | I have attached all of the applicable documents as requested in the specifications.   | Yes                               |
| 14 | DBE Information          | The City of Lincoln Transit Program(StarTran) requests Disadvantaged Business Enterprise (DBE) information from each Vendor submitting a bid for products and services. In order to do this, all bidders are asked to answer the following questions as part of their bid submittal.<br>Are you a registered DBE with the State of Nebraska or any other State or Entity? YES or NO? If YES, name the state or entity.<br><br>What is the age of your business?<br><br>What are the annual gross receipts of your business - List One:<br>\$0 - \$500,000.00<br>\$500,000.00 - \$1 Million<br>\$1 Million - \$5 Million<br>Over \$5 Million | no - 60 years - over 5 million    |
| 15 | Page 2 - Attributes      | Please note that there is a page 2 of Attributes that you must complete as part of your bid.  | Yes                               |
| 16 | Page 2 - Attachments     | Please note that there is a page 2 of Attachments that you must review as part of your bid.   | Yes                               |
| 17 | Delivery Requirements    | Our company can provide delivery for the items as requested in the specifications throughout the term of this contract.   | Yes                               |

## Line Items

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| # | Qty   | UOM | Description  | Response |
|---|-------|-----|--|----------|
| 1 | 1,560 | EA  | 3'x4' Walk-off Mats<br>Pickup Frequency - 15 Weekly<br>(780 Services per Year Total)<br>ONLY BID COST PER PIECE! | \$1.45   |

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

Supplier Notes:

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|   |     |    |  |        |
|---|-----|----|--|--------|
| 2 | 104 | EA | 4'x6' Walk-off Mats<br>Pickup Frequency - 1 Weekly<br>(52 Services per Year Total)<br>ONLY BID COST PER PIECE! | \$2.25 |
|---|-----|----|--|--------|

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

Supplier Notes:

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|   |     |    |  |        |
|---|-----|----|--|--------|
| 3 | 416 | EA | 3'x10' Walk-off Mats<br>Pickup Frequency - 4 Weekly<br>(208 Services per Year Total)<br>ONLY BID COST PER PIECE! | \$2.95 |
|---|-----|----|--|--------|

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

Supplier Notes:

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|   |     |    |   |        |
|---|-----|----|---|--------|
| 4 | 104 | EA | 26"x6" Dust Mops<br>Pickup Frequency - 1 Weekly<br>(52 Services per Year Total)<br>ONLY BID COST PER PIECE! | \$0.75 |
|---|-----|----|---|--------|

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

Supplier Notes:

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|   |     |    |   |        |
|---|-----|----|---|--------|
| 5 | 104 | EA | Wet Mops<br>Pickup Frequency - 1 Weekly<br>(52 Services per Year Total)<br>ONLY BID COST PER PIECE! | \$1.25 |
|---|-----|----|---|--------|

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

Supplier Notes:

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|   |        |    |  |        |
|---|--------|----|--|--------|
| 6 | 20,800 | EA | 18"x18" Shop Towels<br><br>Pickup Frequency - 200 Weekly<br><br>(10,400 Services per Year Total)<br><br>ONLY BID COST PER PIECE! | \$0.05 |
|---|--------|----|--|--------|

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

Supplier Notes:

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|   |        |    |  |        |
|---|--------|----|--|--------|
| 7 | 12,480 | EA | 16"x14" Bar Towels<br><br>Pickup Frequency - 120 Weekly<br><br>(6,240 Services per Year Total)<br><br>ONLY BID COST PER PIECE! | \$0.10 |
|---|--------|----|--|--------|

Item Notes: Price must include all requirements of specifications for services included in the contract including pickup, delivery and cleaning.

Ship To: StarTran-Public Works, 710 J St., Lincoln, NE 68508

Bill To: StarTran, 710 J St., Lincoln, NE 68508

Supplier Notes:

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|                 |            |
|-----------------|------------|
| Response Total: | \$6,219.20 |
|-----------------|------------|

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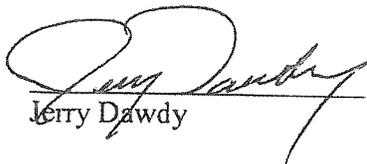


- 3.5 **SHOP TOWELS/RAGS** shall be approximately 18" x 18", 100% cotton and red in color.
- 3.5.1 StarTran is currently using a "B" grade, which is defined as "used and in good condition".
    - 3.5.1.1 Vendor shall indicate the **size and grade** of rags being bid in the Response Attachment section of the e-bid response.
    - 3.5.1.2 Vendor shall indicate any deviation from the

Aramark will provide 18" x 18" 100% cotton grade "B" shop towels.

- 3.6 **BAR TOWELS** for interior cleaning of buses shall be approximately 16"x14", 100% cotton and blue in color.
- 3.6.1 StarTran is currently using a "B" grade, which is defined as "used and in good Condition".
    - 3.6.1.1 Vendor shall indicate the **size and grade** of rags being bid in the Response Attachment section of the e-bid response.
    - 3.6.1.2 Vendor shall indicate any deviation from the quality in the Response Attachment section of the e-bid response.

Aramark will provide 16" x 14" 100% cotton grade "B" blue bar towels.

  
Jerry Dawdy

**SPECIFICATIONS  
RENTAL & CLEANING OF MATS,  
MOPS AND VARIOUS CLEANING TOWELS  
STARTRAN**

**1. SCOPE OF WORK**

- 1.1 The intent of this specification is to describe the basic requirements for rental and cleaning of floor mats, mops and various cleaning towels for the City of Lincoln Transit Service (StarTran).
- 1.2 The successful vendor(s) shall supply, pick-up, exchange and clean items on a weekly basis as requested by StarTran.
  - 1.2.1 Vendor shall furnish mop handles for each type of mop listed herein.
  - 1.2.2 Vendor shall furnish laundry bags for storing soiled goods and/or storage of cleaned items.
  - 1.2.3 Vendor shall constantly upgrade the items supplied to maintain satisfactory condition for the intended purpose.
- 1.3 StarTran shall rent items on a unit cost basis depending on the needs of the Department.
  - 1.3.1 ***NO*** charges for capital equipment, investments, energy costs, environmental, service or surcharges, maintenance fees, replacement charges for normal wear, minimum inventory levels, or any other costs associated with this service shall be added to the unit cost proposal.
  - 1.3.2 StarTran will be responsible for replacement of items lost, damaged, or destroyed by excessive wear beyond normal use.
    - 1.3.2.1 Vendor shall provide the definition of "excessive wear beyond normal use" in the Response Attachment section of the e-bid response.
    - 1.3.2.2 In the event items must be replaced, the vendor must provide a monthly list of items to be replaced with the total cost to StarTran outlined.
- 1.4 Vendor shall submit bid documents and all supporting material via e-bid.
- 1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Suzanne Siemer, Asst. Purchasing Agency ([ssiemer@lincoln.ne.gov](mailto:ssiemer@lincoln.ne.gov)) or fax: (402) 441-6513.
  - 1.5.1 These inquiries and/or responses shall be distributed to prospective vendors electronically as an addenda.
  - 1.5.2 No direct contact is allowed between Vendor and other City/StarTran staff besides Purchasing throughout the bid process.
    - 1.5.2.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.6 The transit program receives funding from the Federal Government for the operation of their program.
  - 1.6.1 Vendors must read, acknowledge and follow the requirements of the Federal Guidelines attached to the bid.
  - 1.6.2 Failure to agree to the Federal Requirements or return certifications as required will result in the rejection of the bid.
- 1.7 The City has the option to purchase additional products on this bid in an amount that does not exceed 10% of the original contract amount.
  - 1.7.1 If this optional amount will be exceeded during the contract term, a new bid may be solicited according to FTA Procurement Guidelines.
  - 1.7.2 In the event the City reduces the amount of service provided by StarTran, or other circumstances develop, the City may order in a quantity less than the amount listed in the Line Items without any penalty to the City.

- 1.8 Prices submitted must include delivery, FOB Destination, to:  
 StarTran Garage  
 710 J Street  
 Lincoln, NE 68508
- 1.9 Service and supply of floor mats, mops and cleaning towels shall be delivered as-needed upon contract execution by both parties for a period of two (2) years with the option to renew for one (1) additional two (2) year period.
- 1.10 **Due to the fact that this contract uses Federal Grant money from FTA, only StarTran may purchase from this contract.**
- 1.11 The vendor shall provide to the Purchasing Department and StarTran a quarterly report and a final report, showing all purchases made under the terms and conditions of the contract.
  - 1.11.1 Such reports shall itemize the following information:
    - 1.11.1.1 Product type(s) and quantities rented/cleaned.
    - 1.11.1.2 Total dollar amount of rental and cleaning.

2. **SERVICE SCHEDULE**

- 2.1 Vendor must include a description of the service that will be offered during the term of a contract.
  - 2.1.1 This information shall be attached to the Response Attachment section of the e-bid response.
- 2.2 Proof of delivery and service shall require a signature by an employee from the StarTran shop.
  - 2.2.1 Failure to receive a signature from StarTran will result in loss of payment to the vendor.
- 2.3 Additional work required beyond normal service schedule which involves a fee must be approved by StarTran Maintenance Supervisor or his designee and **a contract amendment executed by all parties.**

3. **ITEM REQUIREMENTS**

- 3.1 The description of items in the specifications including color, dimensions, and style are important.
- 3.2 The proposer is responsible for assuring that every item conforms with the descriptions listed.
- 3.3 **WALK-OFF MATS** shall have rubber backing, anti-slip and absorbent material of rugged design suitable for cleaning shoes upon entering a public facility.
  - 3.3.1 Approximate Sizes: 3'x4', 4'x6' and 3'x10'
  - 3.3.2 Mats must be rubber backed, absorbent material for cleaning shoes when entering a building.
    - 3.3.2.1 StarTran is currently using blue colored mats, other colors may be acceptable provided they have the same characteristics, and that samples are available.
- 3.4 **MOPS** Size and type shall be as follows:
  - 3.4.1 DUST MOP TYPE, size is approximately 24" x 6", untreated, complete with all parts (see Dust Mop photo).
    - 3.4.1.1 Price for dust mop handle and all related parts shall be included in the cost of the services provided.
  - 3.4.2 WET MOP TYPE, large size complete with all parts (see Wet Mop photo).
    - 3.4.2.1 Price for wet mop handles and all related parts shall be included in the cost of the services provided.
- 3.5 **SHOP TOWELS/RAGS** shall be approximately 18" x 18", 100% cotton and red in color.
  - 3.5.1 StarTran is currently using a "B" grade, which is defined as "used and in good condition".
    - 3.5.1.1 Vendor shall indicate the **size** and **grade** of rags being bid in the Response Attachment section of the e-bid response.
    - 3.5.1.2 Vendor shall indicate any deviation from the quality in the Response Attachment section of the e-bid response.

- 3.6 **BAR TOWELS** for interior cleaning of buses shall be approximately 16"x14", 100% cotton and blue in color.
  - 3.6.1 StarTran is currently using a "B" grade, which is defined as "used and in good Condition".
    - 3.6.1.1 Vendor shall indicate the **size** and **grade** of rags being bid in the Response Attachment section of the e-bid response.
    - 3.6.1.2 Vendor shall indicate any deviation from the quality in the Response Attachment section of the e-bid response.

#### 4. **QUALITY**

- 4.1 The items furnished under these specifications shall be of the highest quality in accordance with established commercial standards.
  - 4.1.1 Items shall be consistent with the **grade** of the items as indicated in the Response Attachment section of the e-bid response.
- 4.2 Finished products shall be cleaned, dry, in good repair (no tears, spots, stains, burn marks, or holes), odor-free, lint-free, pressed and wrinkle-free.
  - 4.2.1 If StarTran staff determine the finished product does not meet the requirements listed here, the vendor must make an additional delivery within 24 hours to replace the items as requested.
- 4.3 All work performed shall be done under sanitary conditions.
- 4.4 Except for articles determined to be unserviceable, the vendor shall repair all minor rips, tears, open seams, and holes using thread and materials of the same quality, compatible color and similar appearance and quality.
  - 4.4.1 All such repairs are performed at no additional cost to StarTran.

#### 5. **DELIVERY**

- 5.1 Repeated delayed or partial deliveries shall be interpreted as failure to meet contractual obligations and may be cause for cancellation of the contract.
- 5.2 Unit prices offered shall be inclusive of all charges including delivery, capital equipment, investments, energy costs, environmental, service or surcharges, maintenance fees, replacement charges for normal wear, minimum inventory levels, or any other costs associated with the services proposed.

#### 6. **SAMPLES**

- 6.1 Prior to award of a contract, the selected proposer may be required to furnish a sample of each item proposed, at no charge to StarTran.
  - 6.1.1 Such sample will be retained by the using department for comparison with items delivered under the resulting contract.
  - 6.1.2 Samples must be of acceptable quality in order for the selected proposer to receive the contract award.

#### 7. **QUANTITIES**

- 7.1 Quantities listed are estimates of anticipated usage for the initial term of the contract.
  - 7.1.1 StarTran retains the option to decrease quantities based on actual usage.
  - 7.1.2 StarTran does not guarantee any specific minimum quantities during the term of this agreement.

#### 8. **INSURANCE**

- 8.1 The successful vendor shall purchase and maintain in force, at his/her own expense, such insurance as will protect him/her from claims which may arise out of or result from the vendor's execution of the work, whether such execution be by him/herself.
  - 8.1.1 See the attached Insurance Requirements for City Contract document for specific information.

9. **AWARD OF BID**

9.1 Bid will be awarded based on:

9.1.1 The prices indicated in the Line Items.

9.1.2 Previous and current contract performance for similar type services.

9.1.2.1 Please provide references from at least two (2) sites where you are currently providing similar services as listed in these specifications.

9.1.2.2 Include Company name, Address, Contact Name, Contact Phone Number and size/scope of contract on company letterhead and include it in the Response Attachment section of your ebid response.

9.1.3 Financial stability of company.

9.1.4 Compliance with requirements as outlined in these specifications.

9.1.5 Vendor's ability to meet StarTran's weekly delivery schedule.