10R-328

CONTRACT DOCUMENTS

CITY OF LINCOLN
NEBRASKA

ANNUAL CLEANING SERVICES
FOR
LINCOLN LIBRARIES
BID NO. 10-154

ABM Janitorial North Central Region
8410 K St., Suite 14
Omaha, NE 68127
402.342.1495

CITY OF LINCOLN
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this _____ day of_____2010, by and between **ABM Janitorial North Central Region, 8410 K St., Suite 14, Omaha, NE 68127**, 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 Cleaning Services for Lincoln Libraries, Bid No. 10-154** 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 Line Item #2, #6, & #7 of Contractor's 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:

   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 four (4) year term.

8. The Contract Documents comprise the Contract, and consist of the following:
   1. Instructions to Bidders
   2. Insurance Requirements
   3. Accepted Proposal/Response
   4. Contract Agreement
   5. Specifications
   6. Schedule of Work Requirements
   7. References
   8. Addendum #1 & #2
   7. Sales Tax Exemption Form 13

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

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall 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

CITY OF LINCOLN, NEBRASKA

_____
Library Board

_____
Mayor

Approved by Resolution No. _____

dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

_____(SEAL)
Secretary

x QBM Janitorial Services N.C. Inc.
Name of Corporation

760 Harding St. NE. Mpls. MN. 55413
(Address)

By: _____
Duly Authorized Official

Regional Vice President
Legal Title of Official

10/25/10

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 440 S. 8th St. Lincoln, NE 68516	Address	
Email	rhinze@lincoln.ne.gov				
Phone	1 (402) 441-8313				
Fax	1 (402) 441-6513	Contact	Shelly Hinze, Buyer Purchasing	Contact	
Bid Number	10-154 Addendum 2	Department		Department	
Title	Annual Cleaning Services for Lincoln Libraries	Building	Suite 200	Building	
Bid Type	Bid	Floor/Room		Floor/Room	
Issue Date	07/29/2010	Telephone	(402) 441-8313	Telephone	
Close Date	8/13/2010 12:00:00 PM CST	Fax	(402) 441-6513	Fax	
Need by Date		Email	Rhinze@lincoln.ne.gov	Email	

Supplier Information

Company	ABM Janitorial North Central Region
Address	8410 K St Suite 14 Omaha, NE 68127
Contact	Paul Cadwallader
Department	
Building	
Floor/Room	
Telephone	1 (402) 342-1495
Fax	1 (402) 342-2298
Email	paul.cadwallader@abm.com
Submitted	8/13/2010 11:12:51 AM CST
Total	$12,671.39

Signature _____

Supplier Notes

We bid this with the dictated living wage without health benefits rate at $11.66 per hour. We also recommend day cleaning in regards to saving money on utilities and reducing security issues.

Bid Notes

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes

2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	References	I have attached my References to the Response Attachment section of this bid.	Yes
5	Performing Cleaning Services	List how long your company has been performing commercial cleaning services.	Since 1909.
6	Employees	List number of full time employees (working at least 36 hours/week) and part time employees your firm has?	Region: Full-Time 14,046 Part-Time 2,407 and Local: Full-Time 171 Part-Time 44
7	Emergency Services	List your cost per hour to provide emergency cleaning services as requested in the Specifications.	$17 per hour ($50.00 minimum)
8	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
9	Contact	Name of person submitting this bid:	Paul Cadwallader
10	Electronic Signature	Please check here for your electronic signature.	Yes
11	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
12	Agreement to Addendum No. 2	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	1	EA	Monthly Cleaning Fee -Bennett Martin Public Library BID PER MONTH FEE ONLY!	$4,688.41
	Item Notes:			
	Supplier Notes:			
2	1	EA	Monthly Cleaning Fee - Victor E. Anderson Branch BID PER MONTH FEE ONLY!	$760.28
	Item Notes:			
	Supplier Notes:			
3	1	EA	Monthly Cleaning Fee - Loren Corey Eiseley Branch BID PER MONTH FEE ONLY!	$2,154.14
	Item Notes:			
	Supplier Notes:			
4	1	EA	Monthly Cleaning Fee - Charles H. Gere Branch BID PER MONTH FEE ONLY!	$2,154.14
	Item Notes:			
	Supplier Notes:			
5	1	EA	Monthly Cleaning Fee - Bess Dodson Walt Branch BID PER MONTH FEE ONLY!	$2,280.85
	Item Notes:			
	Supplier Notes:			
6	1	EA	Monthly Cleaning Fee - Bethany Branch BID PER MONTH FEE ONLY!	$253.43
	Item Notes:			
	Supplier Notes:			
7	1	EA	Monthly Cleaning Fee - South Branch BID PER MONTH FEE ONLY!	$380.14
	Item Notes:			
	Supplier Notes:			

Response Total: $12,671.39

Annual Requirements
Cleaning Services
for Various Lincoln City Library Locations
Specification # 10-154

1. **SUPPLEMENTAL INSTRUCTIONS**

1.1 It is the intent of this specification to describe the requirements for Cleaning Services for various Lincoln City Library locations, an agency within the City of Lincoln, here in after referred to as the "Owners".

1.2 The cleaning service shall include all labor, materials, machines, appliances and equipment necessary to provide and perform to the satisfaction of the Owners

1.3 Contractor shall submit bid documents and all supporting material via e-bid.

1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Shelly Hinze, Buyer (rhinze@lincoln.ne.gov) Or Fax:(402)441-6513.

1.4.1 These inquiries and/or responses shall be distributed to prospective Contractors electronically as an addenda.

1.5 The term of the contract shall be four (4) years from date of executed contract.

2. **GENERAL NOTICE**

2.1 The first sixty (60) days of the contract period shall be a probationary period.

2.2 The Owners may award to one contractor or multiple contractors for each location as the Owners deems will best serve it's requirements.

2.3 Contractors may bid on one or more or all locations.

2.4 The Owners reserves the right to allow adjustments to the contract should there be a substantial change in the nature of the work involved, caused by building remodeling, etc.

2.4.1 Such charge adjustments must be in the form of written change order signed by both Contractor and Owners.

3. **PRE-BID/SITE VISIT**

3.1 A non-mandatory pre-bid conference for prospective Contractors will be held Tuesday August 3 at 8:00 a.m. beginning at Bennett Martin Library 136 South 14th Street, Lincoln, Nebraska.

3.1.1 Contractors are encouraged to attend the pre-bid conference to acquaint themselves with the intent of the library.

3.2 No other day or time for a site visit will be allowed throughout the bidding process.

3.3 No subsequent financial adjustments will be authorized due to failure of the contractor to include work detailed in the specifications or conditions present at the site.

4. **CONTRACT, BOND, AND INSURANCE**

4.1 Within five (5) calendar days after bid award, the successful Contractor must execute a written contract between the Contractor and the Owners, which contract will incorporate the specification document, accepted proposal and be on contract forms provided by City.

4.2 Also, within such time period, the successful Contractor must furnish evidence of insurance in accordance with the attached "Insurance Clause to be used for All City Contracts".

5. **NO USE OF TOBACCO PRODUCTS AND ALCOHOLIC BEVERAGES/ILLICIT DRUGS**

5.1 The "Owners" do not allow smoking, alcoholic beverages/illicit drugs or the use of any tobacco products within it's property.

5.2 This ban applies to contractors and sub-contractors and their employees.

5.2.1 Any contracted employee who reports for work showing evidence of an impaired condition shall not be permitted to remain on the premises.

5.2.1.1 The contractor is completely responsible for monitoring his/her employees and will be held responsible for proper handling of suspected incidents of improper use or alcohol or drugs.

6. **QUALIFICATIONS OF THE CONTRACTOR**

6.1 The Owners may investigate as deemed necessary to determine the ability of the Contractor to perform the required work, and the Contractor shall furnish to the Owners all such information and data for this purpose.

6.2 The Owners reserves the right to reject any bid if the evidence submitted by, or investigation of, such Contractor fails to satisfy that the Contractor is qualified to carry out the obligations of the contract and to complete the work specified herein.

6.3 The Owners may require a verbal interview with one, some or all of the interested Contractors.

6.4 No Contractor will be considered who is not at the present time actively engaged in the performance of Cleaning Services and who cannot clearly demonstrate to the satisfaction of the Owners his/her ability to satisfactorily perform the work in accordance with the requirements of this specification.

6.5 Contractor shall provide at least three current references from other customers or firms who have similar needs to the Owners.

6.5.1 References will be checked as well as any City/County Department/Agency currently using the Contractor's services.

6.5.2 Information regarding the satisfaction of existing and past customers will be a consideration in the award of this contract.

6.5.3 Reference information shall include:

6.5.3.1 Company Name with address, contact name and number

6.5.3.2 Approx. Annual Contract Value

6.5.3.3 # of sq. ft. cleaned

6.5.3.4 How long you had/have had this account/customer:

6.5.4 List any contracts (either past or present) you have held with the City or County:

6.6 List the contractor's quality control procedures for the performance of the contract.

6.7 All associated costs shall be born by the contractor

7. **TERMINATION FOR CAUSE**

7.1 The Owners or Contractor may terminate the contract service agreement at any time provided a thirty (30) day written notice is submitted by the one who wants to terminate the service agreement

7.2 If services are found to not be in compliance with the provisions of this agreement; the Owners Agent shall notify the contractor, with follow-up notification in writing, of the complaint for non-compliance.

7.3 The contractor shall be given 24 hours to correct the cause of the complaint.

7.4 If the Owners Agent issues two (2) written complaints for non-compliance during the contract period, the Owner shall have the right to cancel the contract with the contractor.

7.5 The Purchasing Agent shall notify the contractor in writing of the cancellation of the contract.

7.5.1 The contract will terminate ten (10) days from the date of mailing of the written notice of cancellation.

7.5.2 In such event, the contractor shall have no liability to the Owner thereunder other than to fully perform such services to the end of said notice period, and the Owner shall have no liability to the contractor except to pay for such services as are actually performed pursuant to the terms of this contract.

7.6 During 60-day probationary period the Owners reserves the right to terminate the contract at any time without cause, upon ten (10) days written notice.

7.7 For cause; the Lincoln City Library may terminate the Contract with a thirty (30) day written notice if the Contractor.

7.7.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete Cleaning Services as requested.

7.7.1 Fails to make payments to Suppliers or Subcontractors for materials and/or labor in accordance with the respective agreements between the Contractor and Subcontractors.

7.7.1 Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction over the Contract.

7.7.1 If the Contractor's or Subcontractor's employees commit a breach of facility security rules.

7.7.1 Otherwise commits a substantial breach of any provision of the Contract Document.

7.8 Non-compliance; the Lincoln City Library may terminate the Contract with a thirty (30) day written notice if:

7.8.1 The Owners or designated agent will evaluate evidence of non-compliance presented by Library Staff.

7.9 A determination of Non-compliance or Cause at that time will be made as to whether a Warning Notice (minor offences) or an Infringement Notice (more serious offences) is the most appropriate action.

7.9.1 A variety of factors are considered for their effect on the cleaning services contract, including but not limited to:

7.9.1.1 Failure to show up at any library on its scheduled cleaning day.

7.9.1.2 Failure to adequately empty book drops.

7.9.1.3 Failure to provide names of cleaning personnel and assigned building and employment status.

7.9.1.4 Sharing of Security Code s.

7.9.1.5 Setting off security alarms beyond allowance as noted in this document.

7.9.1.5.1 Failure to report safety issues.

7.9.2 Warning Notice; the Lincoln City Library may terminate the Contract with a thirty (30) day written notice if the Contractor.

7.9.1 A written Warning Notice will outline, the offence observed, the corrective action required and date corrective action must be taken.

7.9.2 Warning Notices will be faxed to the Contractor to expedite the communication process.

7.9.3 Warning Notice must be signed and returned to Lincoln Library Board's designated agent.

7.9.4 Failure to do so may result in an Infringement Notice.

7.10 Infringement Notice; the Lincoln City Library may terminate the Contract with a thirty (30) day written notice to the Contractor.

7.10.1 An Infringement Notice will be issued in writing and will outline, the relevant infringement offence, the corrective action required and date corrective action must be taken and the assessed fee amount.

7.10.2 Infringement Notices will be faxed to the Contractor to expedite the communication process.

7.10.3 Assessed fee amount will be $50.00 per occurrence except setting off of security alarms which is assessed at $100.00 as per section 9.6.

7.10.4 Assessed fee will be deducted from the monthly invoice.

7.11 While an Infringement Notice may follow from an unresolved Warning Notice, there is no requirement to give a Warning Notice first.

8. CONTRACT ADMINISTRATION

8.1 Contractor shall furnish all labor, equipment and supplies for the care and cleaning of the facility.

8.2 Equipment and supplies used by the contractor may be subject to approval by the Owners.

8.2.1 The following is a list of supplies and equipment to be furnished by the Contractor in the completion of duties outlined in this specification, including, but not limited to:

8.2.1.1 Soaps
8.2.1.2 Waxes
8.2.1.3 Disinfectant
8.2.1.4 Cleaning Machines as needed
8.2.1.5 Buckets
8.2.1.6 Mops
8.2.1.7 Chemicals for cleaning
8.2.1.8 Applicators
8.2.1.9 Rags
8.2.1.10 Urinal screens and deodorizers

8.2.2 The following is a list of supplies to be furnished by the City, but to be responsibly administered by the contractor:

8.2.2.1 Paper towels
8.2.2.2 Wastebasket liners
8.2.2.3 Hand soap
8.2.2.4 Toilet tissue

8.2.3 The City will provide contractor with adequate area to store their equipment and supplies.

8.2.3.1 Such storage area shall be maintained in a neat and orderly manner by the Contractor in compliance with safety and fire regulations.

8.2.4 Contractor shall properly dispose of all used chemicals, containers and supplies in strict accordance with all OSHA and EPA standards and all local requirements.

8.3 Contractor shall advise City Agent of low inventory items for City-provided supplies.

8.4 Rooms are to be secured upon completion of work as before they were entered.

8.5 Contractor shall perform emergency clean-up work made necessary by floods, leaks and similar occurrences.

8.5.1 Contractor must be available to provide such emergency services on a 24-hour/day call-out basis.

8.5.2 The additional hourly cost for such emergency work shall be indicated in the Attribute section of the ebid.

9. COMMUNICATION AND SUPERVISION

9.1 The contractor shall assign a supervisor or person of authority to coordinate all work performed at Lincoln City Libraries.

9.2 Contractor's supervisor shall conduct a weekly inspection of the premises to insure compliance with the required work.

9.3 Contractor shall provide the Building Management with a list of the names of cleaning personnel and which facilities they are assigned to before contract begins.

9.3.1 The City Agent may conduct security background checks on any of the

contractor's employees at any time during the contract period.

9.3.1 As individuals are no longer assigned to Lincoln City Libraries or as new individuals are assigned to Lincoln City Libraries, the Building Magagement is to be advised in writing within one (1) working day of the change in personnel.

9.4 Contractor's supervisor or designated agent, shall confer at least once a week with the Owners designated agent to insure that the work requested has been performed to the Owners's satisfaction.

9.4.1 After contract is awarded the Lincoln City Libraries Representative is the Assistant Library Director.

9.5 All persons associated with the Contractor, who will have access to the Library's facilities, shall be required to have a Security Code and keys.

9.5.1 Security Codes are to be selected by the individual to whom they are assigned.

9.5.2 The Owners will provide the Contractor with the appropriate forms to be used for requesting Security Codes.

9.5.3 Security Codes are assigned on a unit by unit basis.

9.5.3 Those individuals needing access to multiple facilities shall be so designated on the Security Code Request Form.

9.5.4 Sharing of Security Code is strictly prohibited

9.5.4.1 Such practice shall be considered grounds for cancellation of the contract.

9.5.5 Contractor shall be held strictly responsible for the Security Code and keys issued.

9.5.6 The contractor shall be held solely responsible for the security of the facility while on the premises and is also responsible for leaving the facility secure after performance of the cleaning service.

9.5.7 Keys that are issued to the contractor shall be responsible to maintain these keys and to turn them in at the completion of the term of the contract.

9.5.7.1 In the event that keys are lost the contractor will notify the Owners Representative immediately and the amount of $5.00 per key will be deducted from the monthly bill.

9.5.7.2 Re-keying will be cost plus 10%.

9.6 Security Alarms

9.6.1 Contractor will be assessed $100.00 for each alarm that is set off from the result of negligence on the part of the Contractor or any of their employees.

9.6.1.1 The Contractor shall be granted an allowance of two alarms per 30-day period for all facilities awarded to the contractor.

9.6.1.2 The assessed amount will be deducted from the next monthly bill.

10. REPORTS-INSPECTIONS

10.1 Building cleaners will be required to fill out checklists indicating which jobs have been done

10.1.1 Daily
10.1.2 Weekly
10.1.3 Bi-weekly
10.1.4 Quarterly
10.1.5 Semi-annual
10.1.6 Monthly
10.1.7 Twice Daily
10.1.8 Other responsibilities will require that the checklist be dated and initialed.

10.2 Checklists at Branch locations are to be maintained in the 'custodial closet' and deposited in a designated location upon completion.

10.1.2 Checklists at Bennett Martin Public Library are to be maintained, in a designated location, in the Designated Representative office.

10.3 Contractor shall be required to complete a monthly tally sheet, for each location, indicating the quantities of the various consumable supplies (ie: paper, soap, etc.) provided by the Library that are used as noted in Section 8.

10.2.1 This tally sheet is to be deposited at a designated location at the end of each month.

10.2.1.1 The tally sheet for Bennett Martin Public Library is to be hand delivered to the Designated Representative's office at the end of each month.

10.3 The Contractors management personnel shall make regular and frequent inspections, during the hours that cleaning operations are in progress, to assure that work is being performed in accordance with the specifications.

10.4 At the request of the Owners, the Library Designated Representative reviews and inspections will be made by a Representative of the Contractor, together with a designated Library representative to determine if services are being performed as required by the established cleaning specifications.

10.5 The Contractor will report to the designated Library Representative faulty or improper conditions, which might need repairs or other attention.

10.5.1 Such reports shall be in written form and are to be received by the designated Library Representative within 24 hours of the time at which they are observed.

10.5.2 Immediate, verbal notification in the form of a telephone call to the designated Library Representative, is required in all instances in which there is potential for personal injury or damage to the Library's facilities, equipment or materials.

10.6 After the contract has been awarded, the contractor shall direct any questions or complaints to the designated Library Representative.

11. LOCATIONS AND APPROXIMATE SPACE

11.1 We estimate the square footage of cleaning space, in general, to be approximately 179,900 square feet of total floor space combined.

11.1.1 **Bennett Martin Public Library** - 14th & N Streets - 65,000 sq ft, including basement, first, second, third and fourth floors.

11.1.1.1 39,500 sq. ft. carpet
11.1.1.2 1050 sq. ft. ceramic tile (restrooms x 15)
11.1.1.3 1898 sq. ft. vinyl tile
11.1.1.4 2 stairwells B to 4th floor
11.1.1.5 2 stairwells B to 2nd floor
11.1.1.6 1 staircase B to 1st floor
11.1.1.7 1 staircase 1st to 2nd floor

11.1.2 **Victor E. Anderson Branch** -3635 Touzalin Ave. - 11,000 sq ft

11.1.2.1 10,300 sq ft carpet
11.1.2.2 365 sq ft ceramic tile
11.1.2.3 215 sq. ft. cement floor

11.1.3 **Loren Corey Eiseley Branch** - 1530 Superior - 31,000 sq ft

11.1.3.1 20,390 sq. ft carpet
11.1.3.2 5,994 sq ft linoleum
11.1.3.3 1,906 sq. ft. sealed concrete
11.1.3.4 859 sq. ft. ceramic tile
11.1.3.5 752 sq. ft. recycled rubber

11.1.4 **Charles H. Gere Branch** - 2400 South 56th St. - 31,000 sq. ft

11.1.4.1 21,710 sq. ft. carpet
11.1.4.2 3,361 sq. ft. ceramic/quarry tile
11.1.4.3 1,594 sq. ft. vinyl tile

11.1.5 **Bess Dodson Walt Branch** - 6701 South 14th St. - 32,000 sq. ft.

11.1.5.1 21,052 sq. ft. carpet

11.1.5.2 6,054 sq. ft. linoleum
11.1.5.3 3,331 sq. ft. sealed concrete
11.1.5.4 790 sq. ft. ceramic tile
11.1.5.5 752 sq. ft. recycled rubber

11.1.6 **Bethany Branch** - 1810 North Cotner Blvd. - 3,900 sq. ft.
11.1.6.1 3,500 sq. ft. carpet
11.1.6.2 34 sq. ft. vinyl tile

11.1.7 **South Branch** - 2675 South St. - 4,500 sq. ft.
11.1.7.1 4,000 sq. ft. carpet
11.1.7.2 300 sq. ft. vinyl tile

12. INDEPENDENT CONTRACTOR

12.1 It is understood by submission of this offer, the Contractor is an independent contractor and not an employee of the City of Lincoln for all purposes, including: wages, taxes, withholdings, benefits, employees relations, etc.

13. SCHEDULE

13.1 Contractor shall become familiar with the Library hours of operation and scheduled holiday closings that is made available on the website: www.lincolnlibraries.org or contacting the Lincoln City Library.

13.2 7-day per week (Sunday through Saturday, excluding holiday closing)at:
Bennett Martin Public Library
Victor E. Anderson Branch
Loren Corey Eiseley Branch
Charles H. Gere Branch
Bess Dodson Walt Branch
South Branch

13.3 6-day per week (Monday through Saturday, excluding holiday closing) at:
Bethany Branch

13.4 Cleaning services shall be provided during the following hours.
13.4.1 Sunday through Thursday, 9:30 PM to 9:00 AM
13.4.2 Friday through Saturday, 6:30 PM to 9:00 AM

13.5 Entry by cleaning crew into library buildings for purposes of this contract on days of the week or at times other than specified in this section must have prior approval of the Owners, Library Director or the Library Director's designated representative.

13.6 The Contractor shall be required to empty "book drops" on all Holidays and other Special Days that the Library is closed.
13.6.1 This excludes emptying "book drops" at Bethany on Sundays.

14. INVOICE/PAYMENT

14.1 Monthly Invoices must be received in the Library Business Office which is located at the Bennett Martin Public Library by the last day of the month to ensure payment in the following month.
14.1.1 Payment will not be made until such time as services are actually rendered.

14.2 Invoices for payment shall include company name and address, locations of where completed cleaning has been done, contracted price, and total amount due shall be submitted within twenty (20) days of completion of assigned cleaning and sent to the department responsible.

14.3 Any Owners cleaning by the contractor that is not done satisfactorily and in accordance with the specifications or standards stated herein shall be redone at no additional cost to the Owners.

Schedule of Work Requirements

1. **WORK REQUIREMENTS**

1.1 Daily cleaning of plumbing fixtures and dispenser.

1.1.1 Shall be free of all deposits and stains so that the item is left without cleaning streaks, film, odor, or stains.

1.1.1.1 Area involved: all restrooms, toilets, urinals, sinks, countertops and drinking fountains.

1.1.1.2 Clean and sanitize/disinfect all areas and surfaces in restrooms and breakroom.

1.2 Daily Sweeping

1.2.1 Properly swept floor is free of dirt, dust, grit, lint, and debris, except imbedded dirt and grit from all hard surface floors including entry ways, and stairways.

1.2.1.1 Corner and edges shall also be clean.

1.2.1.2 Sweep and remove litter from adjacent sidewalks and curb lines, steps, entries, back hallways, stairwells, exterior loading docks and walks and the terrace in courtyard at the Bennett Martin Public Library

1.3 Daily Trash Removal

1.3.1 All waste receptacles shall be emptied, disinfected, washed and cleaned as needed (minimum of 4-times per year) and the contents shall be disposed of in the proper designated container including recyclable materials, provided by the City.

1.3.1.1 All used trash liners are to be replaced as needed.

1.3.1.2 Empty outside trash receptacles if present including emptying and cleaning outside ashtrays.

1.3.1.3 Recyclables must be emptied into proper containers as required.

1.3.1.4 Empty 'desk side' and area, recycling bins into designated recycling storage containers.

1.3.1.5 Areas involved: all waste receptacles including those located in the backroom, patio, front door and cigarette receptacles at any of the libraries..

1.4 Daily Vacuuming

1.4.1 Properly vacuumed floor is free of all dirt, dust, grit, lint and debris.

1.4.1.1 Corners and edges shall also be cleaned.

1.4.1.2 Area involved: all carpeted surfaces including public area, workrooms, corridors, meeting rooms, lounges, offices, etc. and provided entrance mats.

1.4.1.3 Entrance mats and throw rugs shall be removed and vacuumed under them (except the Oriental rug in the Heritage room at the Bennett Martin Library).

1.5 Daily Metal Cleaning

1.5.1 All metal surfaces are to be cleaned so as to be free of deposits or tarnish and with a uniformly bright appearance.

1.5.1.1 Cleaner is to be removed form adjacent surfaces.

1.5.1.2 Remove fingerprints, marks and graffiti from doors, doorframes, light switches and handles, kick and push plates, and walls.

1.5.1.3 Elevator Metal shall be cleaned and polished weekly.

1.5.1.4 Area involved: all metal areas, restrooms, sink fixtures, doors door frames and light switches.

1.5.1.5 Clean and polish 'bright metal' in elevators

1.6 Daily Spot Cleaning

1.6.1 A surface adequately spot cleaned is free of all stains, deposits, and is substantially free of cleaning marks including restrooms, walls, baseboards and carpets.

1.6.2 Spot clean and make sure carpets are free of debris in all carpeted areas including elevators.

1.6.2.1 Spot cleaning of carpets includes cleaning of stains, spills and similar soil marks.

1.6.2.2 The Oriental rug in the Heritage Room at the Bennett Martin Library is exempted from the requirement for spot removal.

1.6.2.3 Soil marks are to be removed when the spots appears.

1.7 Daily Mirrors/Glass/Elevators (Bennett Martin library only for elevator)

1.7.1 Glass surface of inside window of courtyard elevator car shall be free of finger prints, film, streaks, and tape with a uniformly clear appearance.

1.7.1.1 Damp wipe walls of elevators.

1.7.1.2 Clean and polish all rest room mirrors, entrance doors and lobby areas.

1.7.1.3 Clean and polish all vestibule glass and entryway door glass, both interior and exterior.

1.8 Dusting

1.8.1 A properly dusted surface is free of all dirt and dust streaks, lint, and cobwebs. (Feather duster is not acceptable).

1.8.1.1 **Daily Area involved**: Tables, baseboards, ceiling vents, ceiling corners, window sills, door frames and hinges, file cabinets as well as all horizontal surfaces including all horizontal blinds, antique furniture in the third floor reception area and in the Heritage Room of the Bennett martin Library, desks (Papers on desks, tables and files are not to be disturbed).

1.8.1.2 **Weekly Area involved**: Horizontal surfaces to hand height, including sills, moldings, ledges, shelves, frames, ducts, heating outlets and baseboards and air intake grills,

1.9 Daily Damp Mopping

1.9.1 A satisfactorily damp mopped floor is without dirt, dust, marks, film, streaks, debris, or standing water.

1.9.1.1 Area involved: all hard surface floors, including entry way, exterior loading docks, stairways and, restrooms (including baseboards and exterior loading docks shall be disinfected).

1.10 Daily Dispensers

1.10.1 Clean and fill all paper and soap dispensers to normal limits, ie. Soap, toilet tissue and hand towels. (Library provides these products).

1.10.1.1 Restrooms, staff lounge areas and the kitchenette in the administrative offices of Bennett Martin Library.

1.11 Daily End of Work Day for entire building

1.11.1 Turn off all lights except those designated by Owners to be left on.

1.11.2 Lock all doors as directed by Owners.

1.11.3 Leave notice of any observed irregularity for Owners in designated area in his office, i.e., defective plumbing, unlocked doors, lights left on, inventory requirements, rest room supplies, etc.

1.12 Weekly Buffing of finished floor surfaces

1.12.1 All finished floors will be buffed for maximum gloss, removal of surface dirt, and a uniform appearance.

1.12.2 Quarry tile floor beneath the 'floating stairs' and ceramic tiled restroom floors are exempt from this requirement.
1.12.2.1 Area involved: all finished hard surface floors.

1.13 Weekly Carpet Cleaning
1.13.1 Extract carpets in entrance ways and in the area between entrances and security gates..

1.14 Weekly Cleaning of Cantilevered Windows
1.14.1 Windows on second, third and fourth floors of Bennet Martin Library shall be dusted so that they are free of dust and dirt streaks, lint and cobwebs.
1.14.1.1 Area involved: All inside windows

1.15 Tile & Floors
1.15.1 Weekly wipe down and disinfect the tile in the bathrooms.
1.15.2 Bi-Weekly restroom floors shall be scrubbed with power buffer and disinfected
1.15.3 Bi-Monthly machine scrub and re-wax all hard surfaced floors, with the exception of Quarry or Ceramic tiled floors which are to be machine scrubbed only.
1.15.4 Annually Strip and wax all hard surfaced floor areas, with the exception of Quarry or Ceramic tiled floors. (No stripper is to be used on the floor coverings in the Staff Lounge and in the Computer Service Areas of firs floor.)

1.15.4.1 No stripper is to be used on the floor covering in the central corridor at Eiseley and Walt Branches.
1.15.4.1.1 <u>No stripper is to be used on the floor covering found behind the service desks at Eiseley and Walt Branches.</u>

1.16 Damp Wipe
1.16.1 Monthly damp wipe and disinfect telephones, all horizontal surfaces to hand height, including sills, moldings, ledges, shelves, frames, ducts, heating outlets, baseboards and air intake grills.
1.16.2 Quarterly damp wipe all horizontal surfaces above hand height, including sills, moldings, ledges, shelves, canopy tops on Library shelving, frames, ducts, heating outlets, pipes and air intake grills.
1.16.1.1 Areas involved: All areas

1.17 Light Fixture/Vent Cleaning
1.17.1 Fixtures/vents shall be washed free of dirt and dust streaks, lint, and cobwebs.
1.17.1.1 Area involved: All light fixtures and ceiling vents.
1.17.1.2 Cleaned at least once annually.

1.18 Vacuum/Cleaning of Blinds
1.18.1 Blinds shall be vacuumed free of dust and dirt streaks, lint and cobwebs. Spot clean any fabric blinds as necessary.
1.18.1.1 Area involved: all vertical blinds.
1.18.1.2 Cleaned at least once annually.

1.19 Daily Entry Window Cleaning
1.19.1 Glass surface shall be free of finger prints, film, streaks, and tape with a uniformly clear appearance.
1.19.1.1 Area involved: entry doors and side glass panels.
1.19.1.2 Cleaned daily.

1.20. Semi-Annual clean chairs, tables, banisters, etc. with non-abrasive cleaner.

1.21 Book Drops
1.21.1 Twice Daily empty book drops as required to keep them from overflowing with

a minimum of twice on each of the following holidays: New Years Day, Presidents Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

1.21.2 Book drops will also need to be emptied on additional days that the Library is closed in conjunction with the above mentioned holidays.

1.21.2.1 The contractor will be notified in advance of these additional days.

ADDENDUM #1
TO BID No. 10-154
ANNUAL CLEANING SERVICES FOR LINCOLN LIBRARIES

Addendum #1 to Bid No. 10-154 for above project, bids scheduled to close Friday, August 13, 2010 at 12:00 pm.

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:

Please note the following:

1. The living wage can be found at www.lincoln.ne.gov type purchasing in the search box and click on living wage.

2. Large recycling bins are handled by a separate contracted vendor. They do not need to be emptied.

3. Section 4 heading should read Contract and Insurance no bonding is necessary.

4. Book drops are to be emptied twice daily on holidays.

5. Attached is the bid tabulation pricing from the previous bid.

Q. How does the City of Lincoln verify that a vendor is using the living wage?
A. The City of Lincoln may do an audit on the company at any time during the term of the contract.

Q. How will the responses be evaluated? Lowest Price? Best Value? Other
A. We will look at all the above, references and information that is in the attribute section of the bid.

All other terms and conditions shall remain unchanged.

Dated this 2nd day of August, 2010.

Shelly Hinze
Buyer

06-155 Annual Req. Commercial Cleaning Services /Libraries
June 7, 2006

Company:		FBG Service Corp.		Metro Building Service, Inc.		Honest Clean, Inc.		X-Tra-Kleen, Inc.	
Representative:		Guy S. Robarge		John Badami		Teresa Snider		Goran Gligorevic	
Address:		5920 Colfax		P.O. Box 81601		P.O. Box 105		238 S. 19th St.	
City, State, Zip:		Lincoln, NE 68507		Lincoln, NE 68501		Palmyra, NE 68418		Lincoln, NE 68510	
Telephone:		402-467-1108		402-440-5612		402-430-3290		402-438-2857	
Fax No.:		402-467-4216		402-420-5382				402-438-7699	
Email Address:		grobarge@FBGservices.com		archjb@neb.rr.com					
Item	**Description**	**Monthly Invoice**	**Annual**	**Monthly Invoice**	**Annual**	**Monthly Invoice**	**Annual**	**Monthly Invoice**	**Annual**
Sept. 1, 2006 - Aug. 31, 2007									
1	Bennett Martin Public Library			$2,500.00	$30,000.00	$4,550.00	$54,600.00	$4,038.00	$48,456.00
2	Victor E. Anderson Branch			$1,100.00	$13,200.00	$1,137.50	$13,650.00	$1,010.00	$12,120.00
3	Loren Corey Eiseley Branch			$1,100.00	$13,200.00	$2,325.00	$27,900.00	$2,020.00	$24,240.00
4	Charles H. Gere Branch			$1,100.00	$13,200.00	$1,820.00	$21,840.00	$2,020.00	$24,240.00
5	Bess Dodson Walt Branch			$1,100.00	$13,200.00	$2,275.00	$27,300.00	$2,020.00	$24,240.00
6	Bethany Branch			$500.00	$6,000.00	$585.00	$7,020.00	$502.00	$6,024.00
7	South Branch			$500.00	$6,000.00	$682.50	$8,190.00	$502.00	$6,024.00
8	Arnold Height's Branch			$500.00	$6,000.00	$440.00	$5,280.00	$471.00	$5,652.00
	GRAND TOTAL				**$100,800.00**		**$165,780.00**		**$150,996.00**
Item	**Description**	**Monthly Invoice**	**Annual**	**Monthly Invoice**	**Annual**	**Monthly Invoice**	**Annual**	**Monthly Invoice**	**Annual**
Sept. 1, 2007 - Aug. 31, 2008									
1	Bennett Martin Public Library	$3,693.50	$44,322.00	$2,500.00	$30,000.00	$4,700.00	$56,400.00	$4,038.00	$48,456.00
2	Victor E. Anderson Branch	$751.17	$9,014.04	$1,100.00	$13,200.00	$1,175.00	$14,100.00	$1,010.00	$12,120.00
3	Loren Corey Eiseley Branch	$1,736.42	$20,837.04	$1,100.00	$13,200.00	$2,400.00	$28,800.00	$2,020.00	$24,240.00
4	Charles H. Gere Branch	$1,736.42	$20,837.04	$1,100.00	$13,200.00	$1,905.00	$22,860.00	$2,020.00	$24,240.00
5	Bess Dodson Walt Branch	$1,824.83	$21,897.96	$1,100.00	$13,200.00	$2,360.00	$28,320.00	$2,020.00	$24,240.00
6	Bethany Branch	$486.67	$5,840.04	$500.00	$6,000.00	$600.00	$7,200.00	$502.00	$6,024.00
7	South Branch	$481.83	$5,781.96	$500.00	$6,000.00	$700.00	$8,400.00	$502.00	$6,024.00
8	Arnold Height's Branch	$412.58	$4,950.96	$500.00	$6,000.00	$460.00	$5,520.00	$471.00	$5,652.00
	GRAND TOTAL		**$133,481.04**		**$100,800.00**		**$171,600.00**		**$150,996.00**
Item	**Description**	**Monthly Invoice**	**Annual**	**Monthly Invoice**	**Annual**	**Monthly Invoice**	**Annual**	**Monthly Invoice**	**Annual**
Sept. 1, 2008 - Aug. 31, 2009									
1	Bennett Martin Public Library	$3,693.50	$44,322.00	$2,500.00	$30,000.00	$4,850.00	$58,200.00	$4,038.00	$48,456.00
2	Victor E. Anderson Branch	$751.17	$9,014.04	$1,100.00	$13,200.00	$1,225.00	$14,700.00	$1,010.00	$12,120.00
3	Loren Corey Eiseley Branch	$1,736.42	$20,837.04	$1,100.00	$13,200.00	$2,500.00	$30,000.00	$2,020.00	$24,240.00
4	Charles H. Gere Branch	$1,736.42	$20,837.04	$1,100.00	$13,200.00	$1,925.00	$23,100.00	$2,020.00	$24,240.00
5	Bess Dodson Walt Branch	$1,824.83	$21,897.96	$1,100.00	$13,200.00	$2,410.00	$28,920.00	$2,020.00	$24,240.00
6	Bethany Branch	$486.67	$5,840.04	$500.00	$6,000.00	$630.00	$7,560.00	$502.00	$6,024.00
7	South Branch	$481.83	$5,781.96	$500.00	$6,000.00	$735.00	$8,820.00	$502.00	$6,024.00
8	Arnold Height's Branch	$412.58	$4,950.96	$500.00	$6,000.00	$475.00	$5,700.00	$471.00	$5,652.00
	GRAND TOTAL		**$133,481.04**		**$100,800.00**		**$177,000.00**		**$150,996.00**
Item	**Description**	**Monthly Invoice**	**Annual**	**Monthly Invoice**	**Annual**	**Monthly Invoice**	**Annual**	**Monthly Invoice**	**Annual**
Sept. 1, 2009 - Aug. 31, 2010									
1	Bennett Martin Public Library	$3,767.42	$45,209.04	$2,500.00	$30,000.00	$4,850.00	$58,200.00	$4,038.00	$48,456.00
2	Victor E. Anderson Branch	$766.17	$9,194.04	$1,100.00	$13,200.00	$1,225.00	$14,700.00	$1,010.00	$12,120.00
3	Loren Corey Eiseley Branch	$1,771.08	$21,252.96	$1,100.00	$13,200.00	$2,500.00	$30,000.00	$2,020.00	$24,240.00
4	Charles H. Gere Branch	$1,771.08	$21,252.96	$1,100.00	$13,200.00	$1,925.00	$23,100.00	$2,020.00	$24,240.00
5	Bess Dodson Walt Branch	$1,861.25	$22,335.00	$1,100.00	$13,200.00	$2,410.00	$28,920.00	$2,020.00	$24,240.00
6	Bethany Branch	$496.42	$5,957.04	$500.00	$6,000.00	$630.00	$7,560.00	$502.00	$6,024.00
7	South Branch	$491.50	$5,898.00	$500.00	$6,000.00	$735.00	$8,820.00	$502.00	$6,024.00
8	Arnold Height's Branch	$420.83	$5,049.96	$500.00	$6,000.00	$475.00	$5,700.00	$471.00	$5,652.00
	GRAND TOTAL		**$136,149.00**		**$100,800.00**		**$177,000.00**		**$150,996.00**

ADDENDUM #2
TO BID No. 10-154
ANNUAL CLEANING SERVICES FOR LINCOLN LIBRARIES

Addendum #2 to Bid No. 10-154 for above project, bids scheduled to close Friday, August 13, 2010 at 12:00 pm.

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:

Please note the following:

Q. Does the city ever take anything other than the lowest bid on this contract?
A. Refer to our Instructions to Bidders Section 13 on how an award is made.

Q. Is this a 4 year contract as stated in the bid materials or a 1 year contract followed by 3 one year extensions?
A. Refer to Section 1.5 in the specifications - The term of the contract shall be four (4) years from date of executed contract.

Q. What is the projected 2011 budget for this contract?
A. We do not have the projected budget amount. Refer to the bid tabulation from the previous bid that was attached to Addendum 1.

Q. Can you verify whether or not there has been any pricing increases with the current vendor since the pricing that was submitted on the last bid tab four years ago?
A. No price increase has been received by the current vendor in the last four (4) years.

All other terms and conditions shall remain unchanged.

Dated this 9nd day of August, 2010.

Shelly Hinze
Buyer

INSTRUCTIONS TO BIDDERS
CITY OF LINCOLN, NEBRASKA
E-Bid

1. BIDDING PROCEDURE

1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, hereinafter referred to as "City", the materials, supplies, equipment or services shown in the electronic bid request.

1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields.

1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.

1.4 Any person submitting 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 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.

1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2006 shall apply.

1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.

1.7.2 Said document can be reviewed at Design Engineering or at the office of the Purchasing Division.

1.7.3 Said document is available on the web site.
http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm

2. BID SECURITY

2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bid bond, may be required to be submitted with this bidding document, as indicated on the bid.

2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Division at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.

2.1.2 If bid security is not received in the office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.

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 bidding document:

2.6.1 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 bidding document.

3. BIDDER'S REPRESENTATION

3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding 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 bidding documents.

4. **CLARIFICATION OF BIDDING DOCUMENTS**

4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.

4.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids 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 formal bids.

4.3 Changes made to the bidding documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.

4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the City; and Bidders shall not rely upon such interpretations or changes.

5. **ADDENDA**

5.1 Addenda are instruments issued by the City prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.

5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.

5.3 No formal addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

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 the Mayor, 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 bid that 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 space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document 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.

8.4 The Bidder must indicate any variances by item number from the bidding document no matter how slight.

8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the City's bidding documents.

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 items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the City of acceptable goods. The Bidder must indicate how samples are to be returned.

10. **DELIVERY (Non-Construction)**

10.1 Each Bidder shall state on the bid the date upon which it 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 bid.

10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. to 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, if requested, shall 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 the 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 bidding documents and accepted bid.

12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, 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 Awarded 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 bidding documents or purchase orders.

12.5 Awarded Bidder'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 electronic signature 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 bid will be most advantageous to the City, and as the City deems will best serve the requirements and interests of the City.

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 incomplete, indefinite or ambiguous.

13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

14.1 The Bidder shall indemnify and hold 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 14.1 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 workers' 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 bid and any contract reached as a result of this process.

16.2 Bidder agrees to abide by all applicable local, 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. **EQUIPMENT TAX ASSESSMENT**

17.1 Any bid for public improvement shall comply with Nebraska Revised Statute Sections 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. **AFFIRMATIVE ACTION**

18.1 The City of Lincoln Purchasing Division provides equal opportunity for all Bidders and encourages minority businesses and women's business enterprises to participate in our bidding process per the Lincoln Municipal Code Chapter 11.

19. **LIVING WAGE**

19.1 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.

20. **INSURANCE**

20.1 All Bidders shall take special notice of the insurance provisions required for all City contracts (see *Insurance Requirements for All City Contracts*).

21. **EXECUTION OF AGREEMENT**

21.1 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. The contract shall consist of a **PURCHASE ORDER** and a copy of the Bidder's bid response (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. Items not awarded, if any, have been deleted.

____ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the Bidder's bid response 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. Items not awarded, if any, have been deleted.

__X__ 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 Contract 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, insert the date of signature at the beginning of the Contract, 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 successful Bidder.

22. **TAXES AND TAX EXEMPTION CERTIFICATE**

22.1 The City is generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

23. **CITY AUDIT ADVISORY BOARD**

23.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make Available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

24. **E-VERIFY**

24.1 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. For information on the E-Verify Program, go to www.uscis.gov/everify.

INSURANCE REQUIREMENTS
FOR ALL CITY CONTRACTS

1. GENERAL PROVISIONS

A. **Indemnification.** The Contractor 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 Contractor, 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 Contractor 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.

B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

C. **Occurrence Basis Coverage.** All insurance shall be provided on an ***occurrence basis*** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.

D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.

E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.

F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

2. INSURANCE REQUIREMENTS

A. **Scope of Required Coverage**. The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(1) Claims under workers' compensation, disability benefit, or other employee benefit acts;

(2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;

(3) Claims customarily covered under personal injury liability coverage;

(4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;

(5) Claims arising out of ownership, maintenance or use of any motor vehicle;

(6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

B. **Worker's Compensation Insurance and Employer's Liability Insurance**. The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by accident	$500,000	each accident
	Bodily Injury by disease	$500,000	each employee
	Bodily Injury	$500,000	policy limit

C. **Commercial General Liability Insurance.**

(1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	$2,000,000	Aggregate
Products and Completed Operations	$2,000,000	Aggregate
Personal and Advertising Injury	$1,000,000	
Each Occurrence	$1,000,000	
Fire Damage Limit	$ 100,000	any one fire
Medical Damage Limit	$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

D. **Vehicle liability insurance coverage.**

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.

- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. **Railroad Protective Liability.** If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of $2,000,000 per occurrence, $6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of $3,000,000 each occurrence and aggregate.

G. **City included as Insured on Contractor's Policy – Endorsements required.**
The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:

(1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:

- is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and

- is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.

(2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

C. The obligations of indemnification herein shall not include or extend to:

(1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and

(2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.

D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.

B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.

B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be $5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.

C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.

D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.

Advertise 1 time
Firday, July 30, 2010

City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: **12:00 pm, Friday, August 13, 2010** for the following bid:

Annual Requirements for Cleaning Services for Various Library Locations
Bid No. 10-154

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To Register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration")

Upon e-mail notification of registration approval, you may go to the E-Bid site to respond to this bid. Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8314 or (402) 441-7410 or *vmejer@lincoln.ne.gov*

Nebraska Department of REVENUE

Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

• Read instructions on reverse side/see note below

FORM 13

NAME AND MAILING ADDRESS OF PURCHASER	NAME AND MAILING ADDRESS OF SELLER
Name: City of Lincoln	Name: ABM Janitorial North Central Region
Street or Other Mailing Address: 555 South 10th Street	Street or Other Mailing Address: 8410 K St., Suite 14
City: Lincoln State: NE Zip Code: 68508	City: Omaha State: NE Zip Code: 68127

Check Type of Certificate

☐ Single Purchase ☑ Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One ☐ Purchase for Resale (Complete Section A) ☑ Exempt Purchase (Complete Section B) ☐ Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of _____ from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor

of Description of Product Sold, Leased, or Rented _____

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01- _____

or Foreign State Sales Tax Number _____ State _____

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased _____ Intended Use of Item(s) Purchased _____

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05- _____

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold _____ Date of Seller's Original Purchase _____ Was Tax Paid when Purchased by Seller? ☐ YES ☐ NO Was Item Depreciable? ☐ YES ☐ NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01- _____

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____ :
(exempt entity)

☐ Pursuant to an **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of $100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign here ▶ _____ Purchasing Agent 10/23/10

Authorized Signature Title Date

NOTE: **Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.**

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used to purchase materials used for WATER services. Materialsed used for WATER services are taxable per Reg. 066.14A.

6-134-1970 Rev. 3-2009
Supersedes 6-134-1970 Rev. 10-2007

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE. Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from **sales** tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: **www.revenue.ne.gov/legal/regs/slstaxregs**.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site **www.revenue.ne.gov** for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate, (3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of $100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

   Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

   Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).

Just Ask Our Customers

Below, please find a list of some of ABM's customers for whom we currently provide services similar in both size and scope to your specific needs. We encourage you to contact these references to hear first-hand about their experiences working with ABM.

Reference 1	
Company Name	City of Lincoln Wastewater Facilities
Location(s)	Theresa St Plant and Northeast Plant
Contact Name	Phil Deshane
Title	Facility Maintenance Supervisor
Phone Number	402-441-3884
Approx Annual Value	$17,400
Square Feet Cleaned	14,317
Service Since	2009

Reference 2	
Company Name	BD Medical East and West
Location(s)	Columbus, NE
Contact Name	Jim Pavel
Title	Facilities Director
Phone Number	402-910-8987
Approx Annual Value	$570,000
Square Feet Cleaned	400,000
Service Since	2007

Reference 3	
Company Name	Omaha Public Power District
Location(s)	Nebraska City, Ft. Calhoun, Sarpy County, Cass County, Tecumseh
Contact Name	Kim Hook
Title	Facility Manager
Phone Number	402-672-0493
Approx Annual Value	$607,000
Square Feet Cleaned	480,000
Service Since	1993

Reference 4	
Company Name	First Data Resources
Location(s)	Omaha, NE
Contact Name	Randy Kammerer
Title	Manager, Data Center Facilities Engineering
Phone Number	402-777-3796
Approx Annual Value	$336,000
Square Feet Cleaned	331,500
Service Since	2008

Quality Assurance Program

Ensuring Measurable Quality

Our purpose is to establish a quality culture, a culture that focuses on customers, involves employees, measures performance, and is continuously improving. To achieve that goal we employ a unifying quality system that places a variety of processes into a single framework. This framework is taken to new customers and service partners as a starting point from which to customize project-specific quality programs. This framework enables us to roll up measurements, and to monitor improvements across segments, customers, and service partners. The program is designed to fit a wide variety of industries and environments we service to ensure we meet our customers' needs.

ABM has stringent hiring and training processes and a commitment to meet the highest safety and service standards. We select top-caliber employees and provide them with extensive ongoing training, guidance and incentives to ensure that proper safety and service procedures are their top priorities at your facility. In addition, major investments in technology are ABM's ongoing priority, leading to the development of innovative techniques as well as new approaches to measuring service levels.

Quality Management System – QMS 24-7

ABM's, QMS 24-7, is our proprietary, web-based control system to support our customer's quality goals and requirements. QMS 24-7 allows ABM, Grubb & Ellis, and the City of Lincoln to simply log in to view inspection results, work order status, periodic maintenance schedules, and reports. ABM focuses on the following to provide you with consistent, quality, reliable service:

- Analyzing inspection results
- Automating work order management
- Establishing and tracking accountability
- Continually improving processes

Inspections

The facilities are inspected on a regular schedule, and the data is entered into QMS 24-7 via laptop, Blackberry or other wireless device. Customized quality control inspection reports, showing results and trends, are available on-line or can be downloaded into an Excel spreadsheet. From this information, our managers can determine what actions are necessary to maintain contract compliance, continuous improvement and ultimately, customer satisfaction.

Work Order Management

QMS 24-7 is a simple, technologically robust tool that facilitates entering and tracking work orders from inception to completion. Workflow through the system varies according to your needs. If you have geographically dispersed sites, you can contact our call center 24/7 with a service request. Work orders are generated and dispatched to our staff via email to a variety of wireless devices.

The status of open requests and periodics that are scheduled, are reviewed and updated—all in real time via a wireless hand held device or computer. Once the work order is completed, it can be closed immediately using the same delivery devices. With our state-of-the-art system, we can act upon service requests promptly – then track them through completion and invoicing.

Tracking Accountability

All work requests clearly define who is responsible for the work and the time involved for completion. All requests are time stamped, and automatic escalations are triggered by that time, notifying management. At this point, service delivery is measured, quantified, and analyzed by ABM management and if requested, the customer. Best practices can be identified and disseminated, producing significant improvements in customer satisfaction.

As work is accomplished and work orders are closed, the reporting system is updated. Supervisory personnel can follow up with service workers on issues and requests to make certain all work is completed to our high standards. Any problems that emerge from this follow up are immediately corrected and the communication loop is then closed—but only when our customers are absolutely satisfied.

Process Improvement

ABM strives to optimize our processes to achieve more efficient results through planning, standardization, employee engagement and other means. We continuously look to identify areas of opportunity and target any problem areas, formulate a detailed strategy, and promptly execute the solution. When we engage in a proactive processes improvement strategy, we are able to build upon our foundation of best practices, procedures and processes so you receive the best service. ABM's QMS 24-7 helps us identify where to focus our efforts.

QMS 24-7 Benefits Realized

You'll receive the following benefits by leveraging QMS 24-7:

- Automated communication, resulting in reduced response time
- Complete, up-to-date work order status
- Round-the-clock access, communication and tracking
- Periodic scheduling and tracking
- Customized inspection and work order reports providing data for process improvement
- Improved customer satisfaction
- Less time spent managing issues