13120008

CONTRACT DOCUMENTS

CITY OF LINCOLN / SMG
NEBRASKA

ANNUAL REQUIREMENTS
FOR
KITCHEN EXHAUST HOOD &
EQUIPMENT CLEANING SERVICES
BID NO. 13-307

Hood Masters, Inc.
4044 S. 60th St.
Omaha, NE 68117
402-333-3208

CITY OF LINCOLN / SMG
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 31 day of December 2013, by and between **Hood Masters, Inc., 4044 S.60th St., Omaha, NE 68117**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City/SMG".

WHEREAS, the City/SMG 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 **Kitchen Exhaust Hood & Equipment Cleaning Services, Bid No. 13-307** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City/SMG, 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/SMG, 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/SMG 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/SMG's award of this Contract to the Contractor, such award being based on the acceptance by the City/SMG of the Contractor's Proposal, or part thereof, as follows:

   Agreement to full proposal, not to exceed $7,100.00 per cleaning

2. The City/SMG 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/SMG:

   The City/SMG 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/SMG shall order on an as needed basis for the duration of the contract. The total cost of products or services for City/SMG departments shall not exceed $7,100.00 per cleaning with no more than two cleanings during the contract term without approval. The City/SMG reserves the right to delete some areas for specific cleaning and will be billed accordingly.

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. GUARANTEE: A performance bond in the amount of $5,000.00 is required for this contract. This bond shall remain in effect during the guarantee period as stated in the specifications. Once the project is completed, the Contractor may submit a maintenance bond in place of the performance bond.

6. Termination. This Contract may be terminated by the following:
   - 6.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
   - 6.2) Termination for Cause. The City/SMG may terminate the Contract for cause if the Contractor:
     - 6.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
     - 6.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
     - 6.2.3) 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/SMG 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.

7. 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/SMG and employees of the City/SMG shall not be deemed to be employees of the Contractor. The Contractor and the City/SMG shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City/SMG'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.

8. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year periods.

9. The Contract Documents comprise the Contract, and consist of the following:
   1. Contract Agreement
   2. Accepted Proposal/Supplier Response
   3. Performance Bond
   4. Specifications
   5. Instructions to Bidders
   6. Insurance Requirements
   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/SMG 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/SMG do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN / SMG, NEBRASKA

ATTEST:
Teresa J. Meier
City Clerk

CITY OF LINCOLN / SMG,
400 Pinnacle Bank Arena
Lincoln, NE
Steven Huff
Finance Director

Approved by Directorial Order 10580

dated January 24, 2011

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:
(SEAL)
Secretary

Hoodmasters, Inc.
Name of Corporation

4044 S. 60th St. Omaha, NE 68117
(Address)

By: Bradley R. Amm
Duly Authorized Official

President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By:
Member

By:
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Pinnacle Bank Arena **Hoodmasters, Inc. Hood Exhaust Cleaning Quote 10-29-13- Bid No 13-307**

System #	Location	Hood	# of Hoods	# of Fans	# of Ducts	Freq.	Acess Panels	Price Per Panel	Price For Hood - Duct - Fan	Total Per Cleaning
1	Event Level	Main Kitchen	1	1-A	1-A	4	2	$ 50.00	$ 275.00	$ 375.00
2	Event Level	Main Kitchen	1	1-B	1-B	4	2	$ 50.00	$ 275.00	$ 375.00
3	Event Level	Main Kitchen	1	1-C	1-C	4	2	$ 50.00	$ 275.00	$ 375.00
5	Event Level	Main Kitchen	1	1-D	1-D	4	2	$ 50.00	$ 275.00	$ 375.00
5	Event Level	Main Kitchen	1	1-E	1-E	4	2	$ 50.00	$ 225.00	$ 325.00
6	Event Level	Concession	2	1	1	4	7	$ 50.00	$ 400.00	$ 750.00
7	Main Level	Concession	1	1	1	4	6	$ 50.00	$ 200.00	$ 500.00
8	Main Level	Concession	1	1	1	4	4	$ 50.00	$ 200.00	$ 400.00
9	Main Level	Concession	2	1	1	4	4	$ 50.00	$ 400.00	$ 600.00
10	Main Level	Concession	2	1	1	4	5	$ 50.00	$ 400.00	$ 650.00
11	Premium Concourse	Concession	1	1	1	4	5	$ 50.00	$ 200.00	$ 450.00
12	Upper Concourse	Concession	1	1	1	4	3	$ 50.00	$ 200.00	$ 350.00
13	Upper Concourse	Concession	2	1	1	4	4	$ 50.00	$ 400.00	$ 600.00
14	Upper Concourse	Concession	2	1	1	4	4	$ 50.00	$ 400.00	$ 600.00
15	Upper Concourse	Concession	1	1	1	4	3	$ 50.00	$ 200.00	$ 350.00
16	Upper Concourse	Concession	1	1	1	4	4	$ 50.00	$ 200.00	$ 400.00
							59			$ 7,475.00

Bi- Annual Cleaning Cost $ 7,475.00 $7,100.00

Bi-Annual Cleaning Cost has been reduced to $7,100.00 per mutual agreement between Hood Masters, Inc. and City of Lincoln/SMG Purchasing.

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

Bid Information

Bid Creator	Vince Mejer Purchasing Agent
Email	vmejer@lincoln.ne.gov
Phone	1 (402) 441-8314
Fax	1 (402) 441-6513
Bid Number	13-307
Title	Kitchen Exhaust Hood & Equipment Cleaning Services
Bid Type	Bid
Issue Date	10/17/2013
Close Date	10/30/2013 12:00:00 PM CT
Need by Date	

Contact Information

Address	Purchasing 440 S. 8th St. Lincoln, NE 68508
Contact	Vince M. Mejer Purchasing Agent
Department	Purchasing
Building	
Floor/Room	Suite 200
Telephone	(402) 441-8314
Fax	(402) 441-6513
Email	vmejer@lincoln.ne.gov

Ship to Information

Address
Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company	Hood Masters, Inc
Address	4044 S. 60th Street Omaha, NE 68117
Contact	Brad Aman
Department	
Building	
Floor/Room	
Telephone	1 (402) 333-3208
Fax	1 (888) 951-6813
Email	hoodmasters@cox.net
Submitted	10/29/2013 3:13:18 PM CT
Total	$40.00

Signature _____

Supplier Notes

Bid Notes

There will be a pre-bid walk-through on Thursday, October 24, 2013 at 2:00 p.m. Meet in lobby at Pinnacle Bank Arena, 400 Pinnacle Arena Dr., Lincoln, NE. All interested Vendors are strongly encouraged to attend.

Bid Activities

Date	Name	Description
10/24/2013 2:00:00 PM	Pre-bid	There will be a pre-bid walk-through on Thursday, October 24, 2013 at 2:00 p.m. Meet in lobby at Pinnacle Bank Arena, 400 Pinnacle Arena Dr., Lincoln, NE. All interested Vendors are strongly encouraged to attend.

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	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Performance Bonds	I acknowledge that a Performance Bond in the amount of $5,000.00 will be required with the signed contract upon award of this job.	Yes
5	Specifications	I acknowledge reading and understanding the specifications.	Yes
6	Vendor Responses	I have attached all documents that is required for this bid to the Response Attachments section of this bid.	Yes
7	Renewal is an Option	Contract Extenstion Renewal is an option.	Yes
8	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
9	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. . ((a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	Yes - No Escallation
10	Electronic Signature	Please check here for your electronic signature.	Yes
11	Contact	Name of person submitting this bid:	Brad Aman

Line Items

#	Qty	UOM	Description	Response
1	1	Hour	Labor Rate per Hour per Employee	$25.00
	Item Notes:			
	Supplier Notes:			
2	1	Hour	Equipment Rate per Hour	$15.00
	Item Notes:			
	Supplier Notes:			
			Response Total:	$40.00

HoodMasters
COMPLETE COMMERCIAL HOOD CLEANING
19252 Shirley Street – Omaha, NE 68130

October 29th, 2013

Bid For Kitchen Hood Exhaust Cleaning
City of Lincoln's Pinnacle Bank Arena

Qualifications Statement

1) Commitment to customer communication and quality workmanship ensuring customer satisfaction.
2) Computerized scheduling to keep your cleaning cycles on time and your hood ventilation systems safe.
3) Service performed by trained and certified professional exhaust cleaning Technicians.
4) Our only service is commercial hood and duct exhaust cleaning. We're industry leaders in this field.
5) We use no subcontractors or secondary contract labor.
6) Expert job set-up and complete no mess clean-up.
7) Complete liability and workers compensation insurance. $4,000,000.00 In liability insurance.
8) We service over 1400 commercial accounts in Nebraska and Iowa.
9) We operate nine full time commercial vans, 24 hours a day, seven days per week.

Reference List

1) Horseshoe Casino, Council Bluffs, IA – January 2006 to Present – Jenifer Shanno – 402-926-8714
2) Cutchall Management (Sonic Restaurants), NE - 2003 to Present – Tim Griggs – 402-672-9804
3) Metro Community College, Omaha, NE – February 2005 to Present – George Vanna – 402-457-2444
4) Olive Garden, Lincoln, NE – July 2004 to Present – Jared Beckman – 402-464-1910

Equipment Used

Hotsy 550 High Pressure Hot Water Spray Systems. Both Truck Mounted and Portable. These are a combination of electric and diesel fired high pressure units.

Personnel

Brad Aman, President / CEO of HoodMasters has over 12 years of commercial hood exhaust cleaning experience. He wrote the current Masters Certification Program that all Lead Technicians study and pass both the written and practical testing which are based on the NFPA 96 fire safety requirements for hood and duct cleaning specifications.

HoodMasters
COMPLETE COMMERCIAL HOOD CLEANING

Ability – Capacity - Skill

HoodMasters breadth of customers like The United States Federal Building in Omaha, Nebraska Medical Center, Horseshoe Casino, Union College, Douglas County Hospital and Ralston Arena showcase HoodMasters **Abilities** and **Skill level**. We operate nine fully outfitted service vans to service our over 1400 customers. We are the only company in the Midwest with the **Capacity** to provide same day or two day hood exhaust cleaning service that meets the NFPA 96 codes, to a facility the size of the Pinnacle Arena.

Character – Compliance - Previous Work

HoodMasters provides industry leading customer service. Working with our customers to provide high quality hood and exhaust cleaning by exceeding expectations is our goal. We use electronic calendars to keep on customers cleaning cycles on time insuring continuous fire safety. We've increased our customer count and sales dollars every year since 2001 through quality workmanship and excellent customer service. The depth of our training and average Technician Time on the Job (4.2 years), combined with longevity of our customer base tells the story of correctly performed and quality work result.

Annual Cost Of Work Performed

$14,950.00

Specification for
Kitchen Exhaust Hood & Equipment Cleaning

1. **SCOPE**
   - 1.1 These services shall be performed for the City of Lincoln's Pinnacle Bank Arena on a regularly scheduled basis, except where noted.
     - 1.1.1 To start with, services will be done on a bi-annual bases.
   - 1.2 Contractor shall provide all labor, tools, and materials necessary to perform specified services at designated location for the term of the service agreement.
   - 1.3 The term of the initial service agreement is from December 2013, with an option to renew on an annual basis for three (3) additional one-year terms upon providing (30) days written notice to Contractor prior to the expiration of the agreement.
   - 1.4 The City or Contractor may terminate the service agreement at any time providing a thirty (30) day written notice is submitted.
   - 1.5 Bidder shall submit bid documents and all supporting material via e-bid.
   - 1.6 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Vince M. Mejer Purchasing Agent (vmejer@lincoln.ne.gov) or fax: (402) 441-6513.
     - 1.6.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
     - 1.6.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
     - 1.6.3 No direct contact is allowed between Vendor and other City or Pinnacle Bank Arena staff throughout the bid process.
       - 1.6.3.1 Failure to comply with this directive may result in Vendor bid being rejected.

2. **CONTRACT AND INSURANCE**
   - 2.1 Within fourteen (14) calendar days after the award of bid, the Contractor shall execute a written service agreement between the Contractor and the City.
   - 2.2 Also, within such time period the Contractor shall furnish with the executed service agreement a Certificate of Insurance in accordance with the requirements specified in the attached insurance clause to be used for all City Contracts.
     - 2.2.1 All certificates of insurance shall be filed with the City on the standard Accord Certificate of Insurance form showing specific limits of insurance coverage required and showing the City of Lincoln and SMG and Pinnacle Bank Arena as an "Additional Insured" as pertains to these services.
     - 2.2.2 Such certificates of insurance shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City thirty (30) days written notice of cancellation or non-renewal, or of any material reduction of insurance coverage.

3. **BIDDING PROCEDURE AND AWARD OF CONTRACT**
   - 3.1 Read attached Instructions to Bidders prior to submitting bid proposal.
   - 3.2 Bidders are encouraged to attend the Pre-Bid meeting schedule for October 24, 2013 prior to submitting bids.
     - 3.2.1 There will be a Pre-bid Conference at the site, 400 Pinnacle Bank Arena, on October 24 2013 at 2:00 pm.
   - 3.3 The following documents must be submitted as part of the bid:
     - 3.3.1 Completed and signed Bid Proposal Form.
     - 3.3.2 Qualifications statement.
     - 3.3.3 Reference list indicating past and current commercial landscape maintenance clients within the last 5 years, applicable service dates, maintenance performed, contact person, company name and telephone number.
     - 3.3.4 Listing of all equipment to be used in performing specified services.
     - 3.3.5 Listing of all personnel who would be involved in performing specified services and their related experience.
   - 3.4 In determining the low responsible bid, consideration may be given to the following factors:
     - 3.4.1 Ability, capacity, and skill of the bidder to comply with the specifications and perform the work required by the service agreement.
     - 3.4.2 Character, integrity, reputation, judgement, work related experience and efficiency of the bidder.

3.4.3 Ability of the bidder to perform the work within the time specified for specified services.
3.4.4 Previous and current compliance of the bidder with laws and regulations relating to the required work to be done.
3.4.5 Quality of the bidder's performance of previous work.
3.4.6 Total annual cost of the Bid Proposal submitted.
3.4.7 Work performance and impact on City personnel and equipment expenses while assisting contractor.
3.4.8 Any other information deemed relevant to the service agreement as determined by the City.

3.5 Contracts resulting from bid proposals may be awarded based on price, scheduling, the ability to complete work correctly on time, quality of work, compliance with stated traffic safety standards and pesticide application procedures, and previous inspection and acceptance of past work performed under contract for the City.

3.6 The City further reserves the right to analyze bid proposals in detail and to award contracts which the City believes to be in their best interests.

3.7 The City may make any investigation deemed necessary to determine the ability of a bidder to perform in accordance with the Specifications for Services and the requirements of the service agreement.

3.8 The City reserves the right to reject any bid based on facts resulting from any investigation which indicates that a bidder is not properly qualified to perform the obligations of any resulting service agreement.

4. BIDDER QUALIFICATIONS

4.1 Bidder must be an experienced contractor who has performed services similar in material, extent to that required for contracted area.

4.2 Bidder must currently own necessary and proper tools and equipment needed to perform required services.

4.2.1 Bids will **not** be awarded to bidders who would purchase such necessary tools and equipment contingent upon their being awarded the bid.

5. RESPONSIBILITIES OF THE CONTRACTOR

5.1 Provide all equipment, labor, materials, fuel, lubricants, repair, maintenance, etc. to perform required services to the satisfaction of the City.

5.2 Provide services and submit required inspection reports in a timely and efficient manner as stipulated in the service agreement.

5.3 Protect all existing materials and equipment that are at the designated location(s) and replace any or all damaged at no cost to City resulting from work done by contractor.

5.4 Protect all existing at designated location(s) and repair or replace any or all that are damaged during work at no cost to the City.

5.5 Initiating, maintaining, supervising, observing and complying with all safety precautions and programs in connection with the work done in accordance with all applicable federal, state and local laws, regulations and ordinances.

6. BASIS OF PAYMENT

6.1 Payment shall be based on the hourly rates indicated on the Bid Proposal Form for work actually done.

6.2 All invoices services performed pursuant to the service agreement shall be submitted to SMG .

6.2.1 The Contractor's invoices shall include company name, address and telephone number, the job site location, date(s) and description of all work done and list of charges as established for such work in the Contractor's Bid Price Proposal

6.3 All costs associated with labor, materials, equipment preparation, equipment operation, equipment maintenance and repair costs shall be included in the hourly rates submitted on the Bid Proposal Form.

7. TERM

7.1 Contractor hereby agrees to perform services as hereinafter set forth during the term of the Agreement beginning with date of executed agreement, December 31, 2014, with option to renew for three (3) additional one-year terms upon providing thirty (30) days written notice to Contractor prior to expiration of the Agreement.

8. **RATES**

8.1 The Contractor agrees to provide services in accordance with this Agreement at the hourly rates set forth in the Contractor's Bid Proposal, attached hereto and incorporated herein.

8.1.1 Bidder shall list in the item notes the estimate number of employees working on the job in the item notes.

8.1.2 In the item notes, bidder must indicate the hours needed for a one time completion.

8.2 The Contractor further agrees that the hourly rates set forth in their submitted Bid Proposal shall remain in effect during the term of this Agreement.

9. **VENDOR PERFORMANCE MANAGEMENT**

9.1 SMG may administer a vendor performance management program as part this proposal and resulting contract.

9.2 The purpose of this program is to create a method for documenting and advising the City of exceptional performance or any problems related to the purchased goods and services.

9.3 Propose as part of your response specific performance measures that may be used to develop a vendor performance management report card.

9.4 Also provide any other data, criterion or methods that would be effective in measuring vendor performance over the life of this contract.

10. **SCOPE OF WORK**

10.1 Provide necessary labor, materials, equipment and supervision to complete the following scope of work:

10.1.1 Provide high pressure spray unit(s) for cleaning commercial hoods.

10.1.2 Provide agency's representative with a cleaning schedule.

10.1.3 When cleaning multiple units, schedule off-peak hours for cleaning.

10.1.4 Prearrange with agency's representative for kitchen key(s) and roof accessibility, as applicable.

10.1.5 Be required to provide ladder(s) for buildings without roof access and all other ladder requirements.

10.1.6 Supply lighting accessories.

10.1.7 Provide all tools and equipment necessary to perform hood cleaning & clean-up.

10.1.8 Grease bearings on blower shaft, (if noted on job order).

10.1.9 Return all issued keys to customer's representative upon completion of job (if applicable).

10.1.10 Note: Customer representative will inspect each cleaning upon completion.

11. **CLEANING PRODUCTS**

11.1 The cleaning products used should be in accord with the standards and recommendations of the United States Environmental Protection Agency EPP program, the Green Seal organization, and standards and practices specified by the U.S. Green Building Council.

11.1.1 Hood cleaning products registered under NSF International are also acceptable.

12. **KITCHEN SET-UP**

12.1 Turn off appliances and pilot lights.

12.2 Remove or place boards over deep fat fryers.

12.3 Place boards over range, cookers, etc.

12.4 Place polyurethane over all appliances and clip to troughs

12.5 Clip and drape polyurethane from the hood canopy, directing water to suitable drain or collection container.

12.6 Remove grease filters.

12.7 Clean filters, as noted on job order.

13. **SET-UP FOR ROOF FAN CLEANING**

13.1 Locate and use roof access or Use ladder for roof access if required.

13.2 Secure at bottom and tied off at top.

13.3 Take lighting equipment, tools and equipment to roof.

13.4 Turn off fan at roof and main junction, if possible.

14. ROOF AND UPPER DUCT CLEANING OPERATIONS

14.1 Contractor will gain access to and clean unit(s) as required:

- 14.1.1 Open hinged exhaust fan unit to access fan, fan housing and roof duct.
- 14.1.2 Disassemble and dismount fan as required.
- 14.1.3 Remove access panels from ductwork and fan housing.
- 14.1.4 Clean fan and housing -watch balance weights on blades -DO NOT REMOVE.
- 14.1.5 Clean horizontal and vertical ductwork and access panel(s) .
- 14.1.6 Disassemble cold air damper and clean, if noted on job order.
- 14.1.7 Remove any grease from roof area.
- 14.1.8 Remove any grease or debris from roof drain
- 14.1.9 Contractor will reassemble unit(s) as required Close and secure hinged exhaust unit(s) as required. Re-install ductwork access panels -adding a continuous bead of silicone at edge.
- 14.1.10 Replace screws -be sure to check for and replace any missing screws.
- 14.1.11 Reinstall cold air damper.
- 14.1.12 Reassemble and remount fan.
- 14.1.13 Reinstall fan access panels -adding a continuous bead of silicone at edge.
- 14.1.14 Replace screws -be sure to check for and replace any missing screws.
- 14.1.15 Turn fan on and check for proper operation and balance.
- 14.1.16 Turn fan off.
- 14.1.17 Remove all tools or equipment from work area.

15. HOOD AND LOWER DUCT CLEANING

15.1 Clean the ductwork between the hood and roof, removing access panels from lower duct if required.
15.2 Clean the inside of hood including all corners and grease troughs.
15.3 Clean fire protection system pipes -be careful not to move fusible link(s).
15.4 Clean and reinstall lower duct access panels -adding a continuous bead of silicone at edge.
15.5 Restart fan.

16. CLEAN-UP

16.1 Unclip and remove polyurethane from appliances.
16.2 Remove boards from appliances.
16.3 Wipe down back-flashing and appliances.
16.4 Remove tools.
16.5 Re-light all pilot lights.
16.6 Mop floors and let dry.
16.7 Remove any grease or debris from floor drain(s).
16.8 Leave fan switches or lights on or off as requested.
16.9 Check job site again for cleanliness and tools.
16.10 Contact agency's representative's to return key(s) and obtain signature for job order!
16.11 Lock doors and return key, if applicable.

17. WASTEWATER

17.1 Contractor shall provide Project Management, Supervision, Labor, Equipment and Materials to clean the kitchen exhaust systems including: rooftop fans, vertical shafts, horizontal ducting, interior and exterior of hoods, filters and all tenting and precautionary work.

17.2 Contractor is to assess wastewater capture and discharge options at each facility at which they are directed to clean.

- 17.2.1 Some facilities may be so constructed as to allow ready access to sanitary sewer drains coupled to kitchen grease traps designed to intercept and contain greases and oils mobilized by kitchen use and cleaning.
- 17.2.2 At such facilities, cleaning wastewater may be disposed of via these grease trap protected drains.
- 17.2.3 It is the obligation of the contractor to accurately determine and understand which drains at the facility, if any, are protected by a kitchen grease trap and how they may be safely accessed for wastewater discharge.
- 17.2.4 The contractor may contact facility maintenance managers for information regarding grease traps and protected drains.

17.2.5 Wastewater that are not visibly contaminated with oil, grease, other solid or sludgy contaminates or debris and that are not otherwise specifically prohibited from discharge by the Metro Wastewater Reclamation District (the POTW) in their "RULES AND REGULATIONS GOVERNING THE OPERATION, USE, AND SERVICES OF THE SYSTEM" may be discharged to a sanitary sewer drain at the facility as long as the procedure may be conducted in a safe manner and without constituting a nuisance to existing operations.

17.3 Alternatively, the contractor may choose to capture and containerize all wastewater generated by the cleaning process (by wet vacuum, pump, or similar method) and manage this wastewater acceptably for discharge off-site at the contractor's expense.

17.3.1 Contractor must ensure that wastewater discharged off-site are acceptable for discharge to the sanitary sewer, and must arrange for any required pretreatment of wastewater to make them acceptable.

17.3.2 Licensed wastewater pretreatment services exist in the metro-area to perform this function.

17.3.3 The contractor may choose to specifically charge for licensed pretreatment services, at cost, as a invoice line when such services are required and engaged.

17.3.4 Discharges of wastewater mixed with spent cleaning agents (detergents, solvents, surfactants, enzymatic agents, etc.), solids, or debris which are incompatible with or known to be deleterious to the facility sewer system and any traps in the system, or are prohibited by existing rules and regulations of the POTW, are prohibited from discharge on site and must be contained and appropriately treated off-site for discharge.

17.3.5 Wastewater generated by the contractor, regardless of the source activity, may not be discharged outdoors or to any storm water conveyance inside (such as in loading docks) or outside the facility under any circumstances.

17.3.5.1 Direct discharge of any liquids or wastes to the environment or storm sewer is strictly prohibited at all times.

18. PAYMENT CONDITIONS

18.1 Final Inspection.

18.1.1 Should final inspection reveal that work accomplished under any resulting purchase order or contractual agreement is incomplete, or has not been made in accordance with drawings, specifications and authorized changes thereto, then the vendor shall be required to correct or complete the project before final payment will be made.

18.1.2 Final payment for work accomplished will not be considered until final inspection and approval by SMG.

19. LIVING WAGES

19.1 The Vendor and every subcontractor under this contract shall:

19.1.1 Pay every worker, mechanic and laborer employed under this contractual agreement not less than the scale of wages as listed on Purchasing's web site.

19.1.2 Pay all workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment, computed at wage rates not less than those stated.

20. PROTECTION OF PROPERTY

20.1 The vendor shall assume full responsibility and expense for the protection of all public and private property, structures, water mains, sewers, utilities, etc., both above and below ground, at or near the site or sites of the work being performed under the contract, or which are in any manner affected by the prosecution of the work or the transportation of men and materials in connection therewith.

20.2 The Vendor shall give reasonable written notice in advance to the Department of the City having charge of any property or utilities owned by the City and to other owner or owners of public or private property or utilities when they will be affected by the work to be performed under the contract, and shall make all necessary arrangements with such department, departments, owner or owners for the removal and replacement or protection of such property or utilities.

21. **METHODS OF OPERATION**

21.1 Construction work started by the vendor on any unit of his/her contract must be continuously and actively prosecuted with an optimum complement of workmen and equipment to expedite completion in the shortest possible time.

21.2 The Vendor shall organize to do this construction eight hours per day from Monday to Friday inclusive in each week, excluding legal holidays.

21.2.1 All work shall be accomplished by workers proficient and experienced in the trades required and in an orderly and responsible manner in accordance with recognized standards and the plans and specifications.

21.3 Premises shall be kept clean and neat.

21.3.1 Materials, scrap and equipment not having further use at the site shall be promptly removed from the job site.

21.4 Disposal of vendor's waste materials in the City's containers is prohibited unless prior permission has been granted.

22. **OSHA GUIDELINES**

22.1 The vendor shall be familiar with and operate within the guidelines as set forth by the Occupational Safety and Health Act.

22.2 For all operations requiring the placement and movement of the Vendor's equipment, vendor shall observe and exercise and compel his/her employees to observe and exercise all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and City personnel.

22.3 All ladders, scaffolding or other devices used to reach the surface of objects not otherwise accessible, shall be of sound construction, firm and stable, and shall be maintained in good condition.

22.3.1 All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.

23. **VENDOR'S PERFORMANCE**

23.1 Vendor shall furnish all necessary labor, tools, equipment and supplies to perform the required services at the City facilities designated.

23.2 Vendor shall remove filters, scrape and was plenum walls, filter frames and fire suppression equipment

24. **PRICING INFORMATION**

24.1 This section shall include a description of the proposed costs and prices.

24.2 All pricing information shall be limited solely to this section of your proposal.

24.3 This section should address all requirements set forth in specifications as any other items pertinent to your proposal pricing such as additional discounts for increased quantities, prompt payment, etc.

24.3.1 Any additional cost must be listed as an attachment to the vendors bid.

24.4 The requirements have been developed to allow the City to uniformly evaluate prices submitted for the work.

24.5 Accordingly, you should follow these instructions carefully and provide all data requested in the formats specified herein and in any referenced attachments.

25. **CHANGES**

25.1 The City will not consider change orders or amendments unless it is deemed a change in the original scope of the project.

25.1.1 All items not itemized in the pricing above which are instrumental to completing the project will be at the cost of the vendor to supply at no additional charge to the City.

26. **TERMINATION**

26.1 The City reserves the right to terminate this agreement for cause at any time during the term of the Agreement upon default of the Contractor in providing landscape maintenance services in accordance with the terms and conditions contained herein.

26.2 The City shall provide ten (10) days written notice to Contractor to correct any deficiencies prior to the termination of Agreement.

26.3 The City reserves the right to terminate this agreement in the event that the City does not appropriate sufficient funds for the continuation of the agreement into the succeeding fiscal year.

27. INSURANCE

27.1 The Contractor shall provide insurance in accordance with the City of Lincoln's standard insurance clause to be used for all City contracts/agreements which is hereby made a part of this agreement.

28. INDEMNIFICATION

28.1 The Contractor agrees to indemnify and hold harmless and defend the City/SMG and any of their officers, agents, servants and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this agreement.

28.2 The Contractor shall not be required to indemnify the City for any damage resulting from the sole negligence of the City or its employees.

29. NON-DISCRIMINATION

29.1 The parties agree that in connection with the carrying out of this agreement 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.

29.2 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 actions 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.

29.3 Any breach of this provision of the Agreement shall be regarded as a material breach.

30. DRUG FREE WORKPLACE

30.1 The Contractor agrees that in the performance of this Agreement, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Agreement.

30.2 The City reserves the right to request a copy of the Contractor's drug free workplace policy.

31. INDEPENDENT CONTRACTOR

31.1 The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.

32. INVOICES

32.1 All invoices for landscape maintenance services performed pursuant to this Agreement shall be submitted to SMG 400 Pinnacle Bank Arena , Attn: Trent Brown

32.2 The Contractor's invoices shall include the job site location, date of work done, and a fully itemized list of maintenance services performed.

33. ASSIGNMENT

33.1 This Agreement shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

34. GOVERNING LAW

34.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

35. PERFORMANCE BOND

Successful contractor will be required to supply a $5,000.00 performance bond on an annual bases.