

CONTRACT DOCUMENTS

**LINCOLN - LANCASTER COUNTY
PUBLIC BUILDING COMMISSION
LINCOLN, NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
Window Cleaning Services
Bid No. 14-155**

*Items:
2, 3, 6, 7
9, 10 & 30*

**G&M Window Service LLC
2045 South Folsom, Suite B
Lincoln, NE 68522
(402)477-1337**

**LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **G&M Window Service LLC, 2045 South Folsom, Suite B, Lincoln, NE 68522**, hereinafter called "Contractor", and the Lincoln-Lancaster County Public Building Commission, Lincoln, Nebraska, a municipal corporation, hereinafter called the Commission.

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

For providing **Annual Requirements for Window Cleaning Services, Bid No. 14-155** and,

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

WHEREAS, the Commission, 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 Commission have 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 Commission's award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

Agreement to line items 2, 3, 6, 7, 9, 10* and 30 of Contractor's Proposal.

2. The Commission 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 Commission:

The Commission 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 for a total not to exceed \$17,000.00 during the contract term without approval by the Commission. *Line Item 10 - No service until renovations are complete - Vendor will be notified when service is required.

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 Lincoln-Lancaster County Public Building Commission 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 Lincoln-Lancaster County Public Building Commission 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 Lincoln-Lancaster County Public Building Commission and employees of the Lincoln-Lancaster County Public Building Commission shall not be deemed to be employees of the Contractor. The Contractor and the Lincoln-Lancaster County Public Building Commission shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Lincoln-Lancaster County Public Building Commission'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 all parties. The term of the Contract shall be a four (4) year term with option to renew for four (4) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Cleaning Service Location List and Frequency
 4. Special Provisions
 5. Specifications
 6. Instructions to Bidders
 7. Insurance Requirements
 8. 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 Commission 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 Commission do hereby execute this contract.

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest: *Jeffrey R. Wenzel*
Public Building Commission Attorney

Larry Hubbs
Chairperson, Public Building Commission

Dated 8-12-14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Gsm Window Service
Name of Corporation
2045 South Folsom Suite B
(Address)
Lincoln, NE 68522
By: *Dalano Harris*
Duly Authorized Official
Operations manager
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)
By: _____
Member
By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla - Assistant Purchasing Agent	Contact
Phone	1 (402) 441-8309			
Fax	1 (402) 441-6513			
Bid Number	14-155 Addendum 1	Department	Purchasing	Department
Title	Annual Requirements for Window Cleaning Services	Building		Building
Bid Type	Bid		Suite 200	Floor/Room
Issue Date	05/30/2014	Floor/Room		Telephone
Close Date	6/13/2014 12:00:00 PM CT	Telephone	1 (402) 441-8309	Fax
Need by Date		Fax	1 (402) 441-6513	Email
		Email	rwalla@lincoln.ne.gov	

Supplier Information

Company G&M Window Service LLC
 Address 2045 South Folsom
 Suite B
 Lincoln, NE 68522
 Contact Valarie Parris
 Department
 Building
 Floor/Room
 Telephone 1 (402) 477-1337
 Fax 1 (402) 441-0644
 Email VParris@windstream.net
 Submitted 6/11/2014 3:10:23 PM CT
 Total \$321,390.00

Signature _____

Supplier Notes

Bid Notes

This is a cooperative bid which includes the City of Lincoln, Lancaster County, the Lincoln/Lancaster County Public Building Commission and Southeast Community College.

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Line Item Pricing	I have submitted my pricing in the Unit Price box for each Line Item based on the cost to service that location one time. The quantity listed in the Qty box is based on the estimated total number of times the service will be provided at each location during the initial (4) four year term of the contract. The ebid system will automatically multiply your single service cost times the number in the Qty to give a total bid price for each location and an overall bid price for all locations being bid.	Yes
2	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
4	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	Term Clause of Contract	(a) Bid prices firm for the full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	YES
7	Location Listing	I acknowledge reading and understanding the Location Listing.	Y
8	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
9	References	I acknowledge that I have attached in the suppliers response attachment section of the bid my three references on company letterhead.	Y
10	Contact	Name of person submitting this bid:	Valarie J Parris
11	Electronic Signature	Please check here for your electronic signature.	Yes
12	Cooperative Bid	I acknowledge and understand that The City of Lincoln, Lancaster County, The City/County Public Building Commission and Southeast Community College are issuing this bid for Window Cleaning Services. Any reference to any of these four entities in the Specifications or any other documentation in the bid refers to all four entities.	Yes
13	Electronic Funds Transfer	Will your company accept payment via Electronic Funds Transfer (EFT)? Yes OR No If No, Why?	YES
14	Additional Discount	Will your company offer an additional discount off of bid pricing if awarded all Owner locations? YES or NO If YES, What is that discount?	NO
15	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: "Additional Discount" Attribute was added to the bid.	Yes

Line Items

#	Qty	UOM	Description	Response
1	4	Services	K Street Complex, 440 South 8th Street, SERVICE ONE TIME PER YEAR Bid the Per Service Cost in the Unit Price Box	\$135.00
		Item Notes:	2nd Floor North Side Outside Only	
		Supplier Notes:	28'ladder/barricades	
2	2	Services	Community Mental Health, 2200 St. Mary's Ave., SERVICE ONE TIME EVERY TWO YEARS Bid the Per Service Cost in the Unit Price Box	\$1,160.00
		Item Notes:	Inside and Out	
		Supplier Notes:	Various ladders/poles/barricades	
3	2	Services	Lancaster County Health, 3140 N St., SERVICE ONE TIME EVERY TWO YEARS Bid the Per Service Cost in the Unit Price Box	\$1,120.00
		Item Notes:	Outside Only	
		Supplier Notes:	TMZ50/30/various ladders/poles/Harness/barricades	
4	16	Services	Lincoln Fire & Rescue Admin Offices, 1801 Q St. North, SERVICE FOUR TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$120.00
		Item Notes:	Inside and Out North Window Wall only & West Office	
		Supplier Notes:	24/28' ladders/poles/barricades	
5	8	Services	Lincoln Water Systems, 2021 N 27th St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$90.00
		Item Notes:	Outside Only	
		Supplier Notes:	poles	
6	4	Services	Lincoln Police Substation, 4843 Huntington, SERVICE ONE TIME PER YEAR Bid the Per Service Cost in the Unit Price Box	\$170.00
		Item Notes:	Outside	
		Supplier Notes:	various ladders/poles	

7	2	Services	Hall of Justice, 575 S. 10th St., SERVICE ONE TIME EVERY TWO YEARS Bid the Per Service Cost in the Unit Price Box	\$3,200.00
Item Notes: Outside Only				
Supplier Notes: TMZ 50/30, tucker tanks, poles, various ladders/harness/barricades				
8	2	Services	City County Bldg., 555 S. 10th St., SERVICE ONE TIME EVERY TWO YEARS Bid the Per Service Cost in the Unit Price Box	\$3,100.00
Item Notes: Outside Only				
Supplier Notes: TMZ 50/30, tucker tanks, poles, various ladders/harness/barricades				
9	2	Services	Court House Plaza Building, 633 South 10th, SERVICE ONE TIME EVERY TWO YEARS Bid the Per Service Cost in the Unit Price Box	\$245.00
Item Notes: Outside Only				
Supplier Notes: Tucker poles/various ladders/barricades				
10	2	Services	605 Building, 604 S. 10th St., SERVICE ONE TIME EVERY TWO YEARS Bid the Per Service Cost in the Unit Price Box	\$2,550.00
Item Notes: Outside Only				
Supplier Notes: TMZ 50/30, tucker tanks, poles, various ladders/harness/barricades				
11	48	Services	Wastewater Facility, 2400 Theresa St., SERVICE TWELVE TIMES EACH YEAR Bid the Per Service Cost in the Unit Price Box	\$120.00
Item Notes: Outside Only				
Supplier Notes: poles				
12	48	Services	NE Operations Control Facility, 7000 N. 70th St., SERVICE TWELVE TIMES EVERY YEAR Bid the Per Service Cost in the Unit Price Box	\$40.00
Item Notes: Outside Only				
Supplier Notes: poles				
13	8	Services	South Street Library, 2675 South St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$102.00
Item Notes: Inside and Out				
Supplier Notes: Various ladders/poles/barricades				

14	8	Services	Bennett Martin Library, 136 S. 14th St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$695.00
Item Notes: All inside first floor windows, all inside 2nd through 4th floor windows, outside of all 2nd floor windows Inside and Out				
Supplier Notes: Various ladders/poles/barricades				
15	8	Services	Bethany Library, 1810 N. Cotner, SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$72.00
Item Notes: Inside and Out				
Supplier Notes: Various ladders/poles				
16	8	Services	Gere Library, 2400 S. 56th St., SERVICE ONE TIME PER YEAR Bid the Per Service Cost in the Unit Price Box	\$465.00
Item Notes: All windows including Clerestory Inside and Out				
Supplier Notes: Various ladders/poles/barricades				
17	8	Services	Anderson Library, 3635 Touzalin, SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$170.00
Item Notes: Inside and Out				
Supplier Notes: Various ladders/poles				
18	8	Services	Bess Dodson Walt Library, 6701 S. 14th St, SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$554.00
Item Notes: All windows including Clerestory Inside and Out				
Supplier Notes: Various ladders/poles/barricades				
19	8	Services	Eiseley Library, 1530 Superior, SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$554.00
Item Notes: All windows including Clerestory. Inside and Out				
Supplier Notes: Various ladders/poles/barricades				
20	8	Services	University Square Parking Garage, 101 N. 14 St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$455.00
Item Notes: South Stair Tower, NW Stair Tower and Open Shaft Window in South Stair Tower Inside and Out				
Supplier Notes: TMZ50/30/poles/harness/barricades				

21	8	Services	Center Park Garage, 1100 N St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$1,251.00
Item Notes: Plexi Stair Covers, Stair Tower & Bridge and North Elevator/Shaft. Inside and Out				
Supplier Notes: TMZ 50/30, 860SJ JLG Lift, poles/harness/barricades				
22	8	Services	Carriage Park Garage, 1120 L St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$2,402.00
Item Notes: Stair Towers, Elevator & Elevator Shaft and Skywalk Inside and Out				
Supplier Notes: TMZ 50/30, 860SJ JLG Lift, poles/harness/barricades				
23	8	Services	Cornhusker Square, 1220 L St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$100.00
Item Notes: Garage Stair Towers Inside and Out				
Supplier Notes: TMZ 50/30, poles/harness/barricades				
24	8	Services	Que Place Garage, 1111 Q. St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$2,330.00
Item Notes: Stair Towers, West Elevator & Shaft and Skywalk Inside and Out				
Supplier Notes: 860SJ JLG Lift, poles/harness/barricades				
25	8	Services	Market Place Garage, 925 Q St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$1,155.00
Item Notes: Stair Towers, Elevator and Skywalk Inside and Out				
Supplier Notes: 860SJ JLG Lift, poles/harness/barricades				
26	8	Services	Parking Office, 850 Q Street, SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$25.00
Item Notes: Inside and Out				
Supplier Notes: poles/ 6' ladder				
27	8	Services	Haymarket Garage, 840 Q St., SERVICE TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	\$335.00
Item Notes: Elevator and Stair Tower Inside and Out				

Supplier Notes: TMZ 50/30, 6'ladder, poles/harness/barricades

28 8 Services NE Team Station, 4843 Huntington, SERVICE TWO TIMES PER YEAR \$170.00
 Bid the Per Service Cost in the Unit Price Box

Item Notes: Outside Only

Supplier Notes: various ladders/poles

29 4 EA Pinnacle Bank Arena, 400 Pinnacle Arena Drive, SERVICE ONE TIME PER YEAR \$39,950.00
 Bid the Per Service Cost in the Unit Price Box

Item Notes: PLEASE NOTE - PART OF THIS BUILDING HAS INTERIOR AND EXTERIOR WINDOWS WHICH ARE 150'
 HIGH. VENDOR WILL NEED SPECIALIZED EQUIPMENT TO REACH THIS HEIGHT.
 All Interior and Exterior windows

Supplier Notes: Hinowa LL63, Falcon FS138 Lift, Bosun chairs, poles, various ladders 40' and under, rope decent system, ropes,
 barricades, body harness, rope grab K21

30 8 Services County Youth Services Center, SERVICE TWO TIMES PER YEAR \$160.00
 Bid the Per Service Cost in the Unit Price Box

Item Notes: Outside Only- Lobby and Administration area - East side of building

Supplier Notes: Various ladders/barricades

31 1 PKG Southeast Community College Buildings \$33,760.00
 No pricing is placed in this section - Complete Unit Pricing in the Line Items below!

Item Notes:

Supplier Notes:

Package Line Items: If responding to this package, all line items in the package are required

#	Qty	UOM	Description	Response
31.1	8	Services	Education Square - 1111 O Street SERVICE PROVIDED TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	900.00

Item Notes: Outside Windows - Upper level only on the North, West and East side.
 Inside Windows - North side of elevators only.

Supplier Notes: poles/ladders/barricades

31.2 8 Services Continuing Education/Entrepreneurship Center - 3101 So. 68th Street Place 2,600.00
 SERVICE PROVIDED TWO TIMES PER YEAR
 Bid the Per Service Cost in the Unit Price Box

Item Notes: Outside Windows - Main Entrance area with white/cream color finish, 2D wing front and back windows.
 Outside Windows - Upper levels - North side and West side - 2nd through 5th floors (Wing that faces East)
 Outside Windows - West and South sides - 1st through 4th floors.
 Inside Windows - 2nd floor lobby area only.
 Inside Windows - North side of elevators only.

Supplier Notes: Hinowa Lift, poles, various ladders/harness/barricades

31.3	8	Services	Main Campus - 8800 O Street SERVICE PROVIDED TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	720.00
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Item Notes: Outside Windows - Student Services Area only.
Inside Windows - None

Supplier Notes: Various ladders/barricades/poles

32	1	PKG	County Adult Detention Facility No pricing is placed in this section - Complete Unit Pricing in the Line Items below!	\$5,580.00
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Item Notes:

Supplier Notes:

Package Line Items: If responding to this package, all line items in the package are required

#	Qty	UOM	Description	Response
32.1	12	Services	Adult Detention Facility - 3801 SW O Street - EXTERIOR SERVICE PROVIDED THREE TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	315.00

Item Notes: Outside Windows Only - North Side and North half of West Side Only

Supplier Notes: Various ladders/barricades

32.2	8	Services	Adult Detention Facility - 3801 SW O Street - INTERIOR SERVICE PROVIDED TWO TIMES PER YEAR Bid the Per Service Cost in the Unit Price Box	225.00
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Item Notes: Inside of Windows Only - North Side and North half of West Side Only

Supplier Notes: poles

Response Total:	\$321,390.00
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SPECIFICATIONS WINDOW CLEANING SERVICES

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 The City of Lincoln, Lancaster County, Nebraska; the Lincoln-Lancaster County Public Building Commission, and Southeast Community College-Lincoln, hereinafter referred to as "Owners", are requesting bids from qualified Vendors to provide interior and exterior window cleaning services at various locations throughout the city limits of Lincoln, Nebraska.
- 1.2 Locations for all entities are listed as an attachment in the Bid Attachment section on the City/County ebid system.
 - 1.2.2 Building locations not indicated in this bid may be added to any contract resulting from this bid with mutual consent and by written amendment of both parties at any time during the contract period.
- 1.3 The service shall include all labor, supervision, materials, chemicals, machines, set-up and rigging, tools, equipment, traffic control (if deemed necessary), insurance, permits and licenses to perform the services specified herein in a safe, timely, and efficient manner.
- 1.4 Any deviation from these specifications or the ebid must be documented on company letterhead and attached to the Response Attachment section of the ebid response.
- 1.5 Vendors must submit bid documents and all supporting material via ebid.
- 1.6 All inquiries regarding these specifications shall be directed via email or faxed written request to Robert Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) or fax: (402) 441-6513.
 - 1.6.1 These inquires and/or responses shall be distributed to prospective Vendors electronically as an addenda.
- 1.7 The City/County Purchasing Office shall only reply to written inquiries received within five (5) calendar days of the bid opening.
- 1.8 No direct contact is allowed between Vendor and other Owner staff throughout the bid process.
 - 1.8.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.9 Awarded Vendor must meet with the Building Maintenance Director or Designee to view all buildings and areas to be cleaned prior to performing any work under this contract.

2. CONTRACT TERMS

- 2.1 The term of the contract shall be four (4) years from date of execution with an option for 4 additional one year renewals upon mutual consent of all parties.
- 2.2 The Owners reserve the right to add, remove or adjust the terms of the contracts should there be a substantial change caused by building remodeling, new building construction, budget restrictions, etc.
 - 2.2.1 Such adjustments must be made in the form of a written contract amendment signed by both the Contractor and Owners.
 - 2.2.2 Only Owners that are part of the specific contract will be required to execute a contract amendment.
- 2.3 The awarded contracts will not be assignable without written approval of the Owners in the form of a contract amendment.
- 2.4 Termination of Contract for convenience may be issued with a ninety (90) day written notice of termination by either party.

- 2.5 The Owners may terminate the contract for cause with a ten (10) day written notice if the Contractor:
 - 2.5.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide window cleaning services as requested.
 - 2.5.2 Fails to make payment to Suppliers or Subcontractors for materials and/or labor in accordance with the respective agreements between the Vendor and Subcontractors.
 - 2.5.3 Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction over the Contract.
 - 2.5.4 If the Contractor or Subcontractor's employees commit a breach of facility security rules.
 - 2.5.5 Otherwise commits a substantial breach of any provision of the Contract Document.
 - 2.5.6 Vendor may have the opportunity to respond and cure the recognized deficiencies in a predetermined amount of time.
- 2.6 Vendors will enter into one contract with Southeast Community College and another contract with the City of Lincoln, Lancaster County and the City/County Public Building Commission.
 - 2.6.1 The Owners reserve the right to award all locations to a single Vendor or split the award as deemed to be in the best interest of the Owners.
 - 2.6.1.1 An attribute in the ebid system will allow the Vendors the opportunity to provide a discount to all Owners if awarded all locations.
 - 2.6.2 Vendors must indicate in the Attribute section of the ebid if their pricing is firm for the term of the original contract or subject to escalation.
- 2.7 Upon award Vendor must provide proof of insurance meeting the requirements listed in the Bid Attachment section of the ebid system.
 - 2.7.1 Each entity must be listed as Additional Insured in the Description of Services box on the Certificate of Accord.

3. CONTRACTOR'S QUALIFICATIONS/REQUIREMENTS

- 3.1 Bidding shall be limited to individuals, partnerships and corporations currently engaged in the field of high rise commercial building window washing.
- 3.2 Vendors shall demonstrate competence, experience and financial capability to carry out the terms of a contract based on these specifications.
- 3.3 All Vendors must have in their possession by means of ownership or available to them by formal agreement at the time of bidding, all equipment and supplies (window-cleaners' belts, boatswain's chairs, rope descent systems, ladders, supported scaffolds high reach poles, water feed poles and the support equipment used to suspend employees cleaning windows) which may be necessary and required to perform the services outlined in these specifications.
- 3.5 Vendor shall provide adequate protection to prevent any damage to the exterior and interior of the building during window washing operations.
- 3.6 Any use of window washing scaffolding must be maintained at Vendors expense.
 - 3.6.1 Vendor shall be responsible for insuring that all equipment is maintained and operated in accordance with manufacturer applicable standards.
- 3.7 Vendor shall require each of its employees and/or agents, while working in or about the premises, to exercise at all times due care for the protection of persons and property, and to observe the generally accepted standards of safety precautions and courtesy.

- 3.8 Vendor shall comply fully with all current applicable State, Federal and OSHA laws and regulations of any other regulating governmental authority, including but not limited to training, safety, employment, wages, taxes and licensing.
- 3.9 The Vendor shall be held liable for any damage they cause to Owner's property; both inside and outside while performing the required services.
- 3.10 The Vendor shall give a minimum of 5-days notice to the Building Maintenance Division Director or its Designee prior to performing window cleaning services.
- 3.11 Unless previously agreed upon by the Owners, all interior windows shall be cleaned during normal working hours, which is 8:00 A.M. to 4:30 P.M., Monday through Friday.
 - 3.11.1 The Owners will provide the successful Vendor with a schedule of holiday closings.
 - 3.11.2 The Vendor will coordinate interior window cleaning with Owners staff to minimize any disruption in work.
 - 3.11.3 Exterior windows may be cleaned outside of normal business hours unless access to the building is necessary for the work to be performed.
- 3.12 Some Owners buildings, or areas within a building may have restricted access.
 - 3.12.1 Examples of restricted buildings for the City, Lancaster County and PBC are the City/County Hall of Justice, 605 Building, New Correction Facility and Court House Plaza.
 - 3.12.1 Vendor will meet with Building Maintenance staff prior to performing services to determine how access can be given in restricted areas.
- 3.13 The Owners intend to include the buildings listed in the bid line items in the initial service agreement.
- 3.14 The Owners reserve the right to add or delete any building from the cleaning schedule.
 - 3.14.1 The cost to service additional buildings will be quoted as needed and added to the contract via a written amendment with the specific Owners.
- 3.15 All windows, sills, frames and metal will be cleaned and wiped down to reduce streaking on glass and/or frames using a cleaning solution approved by the Owners Building Maintenance Staff or Designee.
 - 3.15.1 Standard window cleaning shall include but not limited to, rinsing, cleaning, soap application, squeegee clean, and all edges wiped.
- 3.16 Windows shall be cleaned in an interval as shown on the Location Attachment in the Bid Attachment section of the ebid.
- 3.17 Vendor shall take all measures necessary to prevent cleaning solutions from contacting the facilities interior and exterior walls.
- 3.18 If the Vendor fails to provide adequate cleaning service in accordance with these specifications and according to the Owners Building Maintenance Staff, the windows shall be cleaned again at no additional cost to the Owners.
 - 3.18.1 Rework must be completed within seven (7) working days from the date of notification to do such work.
 - 3.18.2 Vendor will not be paid until rework is complete and Building Maintenance Staff has approved of the work done.

4. **SITE SPECIFIC GENERAL INFORMATION**

- 4.1 In addition to the locations and instructions provided in the Location Attachment, specific requirements for service are as follows:
- 4.2 The Bennett Martin Library at 136 So. 14th Street has an elevator shaft window which must be cleaned on the inside and outside.
 - 4.2.1 Vendors must ensure that courtyard plants and landscaping are not damaged during cleaning services.
- 4.3 Southeast Community College- Lincoln Campus: Windows shall be cleaned twice a year.
 - 4.3.1 Education Square located at 1111 "O" Street
 - 4.3.1.1 All outside windows
 - 4.3.1.1.1 Upper level only on the north, west and east side.
 - 4.3.1.2 Inside windows
 - 4.3.1.2.1 Glass windows on north side of elevators only.
 - 4.3.2 Continuing Education/Entrepreneurship Center located at 301 S. 68th St. Place.
 - 4.3.2.1 Outside windows - West Wing
 - 4.3.2.1.1 From the main entrance of the building west, the 2D wing all front and back windows.
 - 4.3.2.1.2 Outside windows on upper levels; only on the north side and west side, 2nd through 5th floors).
 - 4.3.2.2.1 West side wing or portion of the building that FACES east.
 - 4.3.2.3 The west and south sides would be 1st through 4th floor.
 - 4.3.2.4 Interior window cleaning would consist of 2nd floor lobby area only.
 - 4.3.3 Main Campus located at 8800 "O" Street
 - 4.3.3.1 All outside windows in the Student Services Area only.
 - 4.3.4 Pictures of the SCC buildings are attached in the Bid Attachment Section of the ebid.
- 4.4 Awarded Vendor must meet with the Building Maintenance Director or Designee to view all buildings and areas to be cleaned prior to performing any work under this contract.

5. **EVALUATION INFORMATION AND SUBMITTALS**

- 5.1 Vendor bids will be evaluated using the information submitted in the ebid to determine the lowest, responsible, responsive bidder/s.
- 5.2 References from current and past customers will be a consideration in the award of this contract.
- 5.3 Vendor must provide references from at least three (3) other accounts where window cleaning service is being provided on commercial high rise buildings.
 - 5.3.1 Vendors may list contracts that are no longer active if the reason for cancellation is provided with the reference information for that account.
 - 5.3.2 References must list the Contact name, phone number, address, email address, total yearly dollar value of account and number of years under contract with the account.
 - 5.3.3 Reference information will be typed on company letterhead and attached to the Response Attachment section of the ebid response.

6. INVOICE AND PAYMENT REQUIREMENTS

- 6.1 Invoices for payment shall include company name and address for remittance, locations of where service has been performed, dates of service, contracted price, and total amount due.
 - 6.1.1 Invoices must be sent to the building Owners within 30 days of receiving service.
- 6.2 Vendor must agree to bill each entity with a separate invoice based on the location, unless otherwise agreed upon by the Owners and Vendor.
- 6.3 Owners prefer to make payments using an Electronic Funds Transfer (Direct Deposit) to expedite the accounts payable process.
 - 6.3.1 An Attribute will be in the ebid which asks for your acceptance of this payment method.
- 6.4 All Owners accounts are tax exempt.
- 6.5 The Owners will not pay for any fees or charges that are not specifically agreed to in the contract.

Window Cleaning Locations

City of Lincoln - Facilities	Location	Frequency	Washed Inside and/or Outside	Unless noted, All windows are to be cleaned at the listed facility
Lincoln Fire & Rescue Admin	1801 Q St. North window	4x per year	Inside and Out	
Wastewater Facility	2400 Theresa St.	12x per year	Outside Only	
NE Operations Control Facility	7000 N. 70th St.	12x per year	Outside Only	
Lincoln Water Systems	2021 N 27th St.	2 x per year	Outside Only	
NE Team Station	4843 Huntington	2x per year	Inside and Out	
27 South Street Library	2675 South St.	2x per year	Inside and Out	
Bennett Martin Library	136 S. 14th St.	2x per year	Inside and Out	Clean all first floor windows, inside and out, every six months. Clean the inside of all 2nd through 4th floor windows every six months. Clean the outside of all 2nd floor windows every six months. Clean the inside of the elevator shaft windows (including the outside of the car window) every six months. Clean the outside of the elevator shaft windows, to the level of 2nd floor, every six months.
Bethany Library	1810 N. Cotner	2x per year	Inside and Out	
Gere Library	2400 S. 56th St.	2x per year	Inside and Out	
Anderson Library	3635 Touzalin	2x per year	Inside and Out	
Bess Dodson Walt Library	6701 S. 14th St	2x per year	Inside and Out	
Eiseley Library	1530 Superior	2x per year	Inside and Out	
Dan Williams Library	5000 Mike Scholl St	2x per year	Inside and Out	
University Square Parking Garage	101 No. 14th St.	2x per year	Inside and Out	South Stair Tower, NW Stair Tower, Open Shaft Window in South Stair Tower
Lumberworks Park Garage	700 N Street	2x per year	Inside and Out	North Stair and West Stair Tower and Elevator Shaft
Larson Building Park Garage	1317 Q Street	2x per year	Inside and Out	SE Stairwell Tower and Elevator Lobbies and Elevator Shaft
Center Park Garage	1100 N Street	2x per year	Inside and Out	Plexi Stair Covers, Stair Tower & Bridge, North Elevator/Shaft
Red 1 Garage	555 R Street	2x per year	Inside and Out	North Stair Tower/Elevator Shaft and South Stair Tower/Elevator Shaft
Green 2 Garage	530 P Street	2x per year	Inside and Out	North Stair Tower/Elevator Shaft and South Stair Tower/Elevator Shaft
Carriage Park Garage	1120 L Street	2x per year	Inside and Out	Stair Towers, Elevator & Elevator Shaft, Skywalk
Blue 3 Garage	535 P Street	2x per year	Inside and Out	North Stair Tower/Elevator Shaft and South Stair Tower/Elevator Shaft
Cornhusker Square Garage	1220 L Street	2x per year	Inside and Out	Stair Towers
Que Place Garage	1111 Q	2x per year	Inside and Out	Stair Towers, West Elevator & Shaft and Skywalk
Market Place Garage	925 Q Street	2x per year	Inside and Out	Stair Towers & Elevator, Skywalk
Parking Office	850 Q Street	2x per year	Inside and Out	
Haymarket Garage	840 Q Street	2x per year	Inside and Out	Elevator, Stair Tower
Pinnacle Bank Arena	400 Pinnacle Arena Dr.	1x per year	Inside and Out	This facility has interior and exterior windows which are 150' high.
Lancaster County - Facilities				
Adult Detention Facility	3801 SW O Street	3x per year	Outside	Only windows on the North side and North half of West Side to be cleaned (Office Areas)
Adult Detention Facility	3801 SW O Street	2x per year	Inside	Only windows on the North side and North half of West Side to be cleaned (Office Areas)
Public Building Commission - Facilities				
City Property Mgmt. "K" St.	440 South 8th - 2nd floor	As needed	Outside Only	
Community Mental Health	2200 St. Mary's Ave	1x per 2 yrs	Inside and Out	
Lancaster County Health	3140 N St.	1x per 2 yrs	Outside Only	
Lincoln Police Substation	4843 Huntington	1x per year	Outside Only	
Hall of Justice	575 S. 10th St.	1x per 2 yrs	Outside Only	
City County Bldg.	555 S. 10th St.	1x per 2 yrs	Outside Only	
Court House Plaza Building	633 South 10th	1x per 2 yrs	Outside Only	
605 Building	604 S. 10th St.	1x per 2 yrs	Outside Only	
Youth Service Center	1200 Radcliff St.	2x per year	Outside Only	Lobby and Admin Areas at front of building (East Side)
Southeast Community College Facilities				
SCC - Ed. Square	1111 O Street	2x per year	Inside and Out	See Specifications and Line Items for Details
SCC - Cont. Ed Center	301 So. 68th Street	2x per year	Inside and Out	See Specifications and Line Items for Details
SCC - Main Campus	8800 O Street	2x per year	Inside and Out	See Specifications and Line Items for Details