

**AMENDMENT TO CONTRACT
CITY OF LINCOLN
CLEANING SERVICES FOR THE MUNICIPAL SERVICE CENTER AT
901 W. BOND STREET
BID NO. 14-128
INCREASED SERVICES**

This Amendment is hereby entered into by and between **CleanMax, 603 Van Dorn, Lincoln, NE 68502** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending a Contract dated **July 18, 2014**, under **D. O. No. 11470**, (the Contract"), for **Cleaning Services for the Municipal Service Center at 901 W. Bond Street, Bid No. 14-128**, which is made a part hereof by this reference.

WHEREAS, the parties wish to amend the Contract to increase cleaning services from two days to five days each week, for an additional \$134.94 each month, as per Attachment A; and

WHEREAS the estimated additional expenditures for City Departments for the remainder of this term shall not exceed \$1,500.00 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The parties wish to amend the Contract to increase cleaning services from two days to five days each week, for an additional \$134.94 each month, as per Attachment A.
- 2) The estimated additional expenditures for City Departments for the remainder of this term shall not exceed \$1,500.00 without prior approval by the City of Lincoln.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

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

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

Official City Use Only

Dated this <u>18th</u> day
of <u>September</u> 2014
<u>Steve Kullback</u> Finance Director
Directorial Order No. <u>11822</u>

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

Company Name: (PLEASE PRINT)	Cleanmax
By: (SIGN HERE)	
By: (PRINT HERE)	Zia a Hossaini
Title:	Pres. #11
Company Address:	1438 S 1 st Street Lincoln, NE. 68502
Company Phone & Fax:	402 475-8000 - 402 475 8001
E-Mail Address:	cleanmax@windstream.net
Contact Person for: "Orders or Service"	Zia Hossaini
Contact Person - Phone Number:	402 475-8000
Date:	9/10/14



August 15, 2014

Lincoln Fire and Rescue
Sharon Mulder
901 W Bond St.
Lincoln, NE 68521

Sharon,

I am sending you this increase in our total monthly amount as we have discussed. Please add \$134.94 per month for Fleet cleaning area to be done from 2 days per week increased to 5 days per week.

Thank you,
Zia Hossaini

CONTRACT DOCUMENTS

***City of Lincoln
Nebraska***

**Cleaning Services
for the
Municipal Service Center at 901 W. Bond
Bid No. 14-128**

**CleanMax
603 Van Dorn
Lincoln, NE 68502
402.475.8000**

CONTRACT DOCUMENTS

***City of Lincoln
Nebraska***

**Cleaning Services
for the
Municipal Service Center at 901 W. Bond
Bid No. 14-128**

**CleanMax
603 Van Dorn
Lincoln, NE 68502
402.475.8000**

**City of Lincoln, Nebraska
Contract Agreement**

THIS CONTRACT, made and entered into this _____ day of _____ 2014 by and between **CleanMax, 603 Van Dorn, Lincoln, NE 68502** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the 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:

Cleaning Services for the Service Center and the 949 W. Bond Bldg., Bid No. 14-128

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 Response, 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 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; © 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 lines 3-9 and 11 of Contractor's Proposal. Note, line 7 is \$150.00 per month.

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:

The City will pay for products/services, 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 of \$17,040.00

3. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person 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 full amount of the contract shall be 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 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 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 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.
8. The work included in this Contract shall begin as soon as possible from date of executed contract. The completion shall be **August 1, 2014 to July 31, 2015** 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 Agreements\Bonds
 2. Accepted Proposal\Supplier Response
 3. Specifications
 4. Special Provisions
 5. Insurance Requirements
 6. Instructions to Bidders
 7. Notice to Bidders
 8. Sales Tax Exemption Forms 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 by these presents 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:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Steve Giffey
~~Public Works Director~~ *Finance Director*
Approved by:

Directorial Order No. 11470
Dated 7-18-14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Zaa H... (SEAL)
Secretary

Lincoln Janitorial Service Inc. dba CleanMax

Name of Corporation
1438 S 1st Street Lin, NE. 68502
Address

By: *Zaa H...*
Duly Authorized Official
Pres.
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	Sharon R. Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact
Phone	(402) 441-7428			
Fax	(402) 441-6513			
Bid Number	14-128	Department		Department
Title	Cleaning Services for the Service Center and 949 W. Bond Bldg (REBID)	Building	Suite 200	Building
Bid Type	Bid	Floor/Room		Floor/Room
Issue Date	05/01/2014	Telephone	(402) 441-7428	Telephone
Close Date	5/15/2014 12:00:00 PM CT	Fax	(402) 441-6513	Fax
Need by Date		Email	smulder@lincoln.ne.gov	Email

Supplier Information

Company	CleanMax
Address	603 Van Dorn Lincoln, NE 68502
Contact	
Department	
Building	
Floor/Room	
Telephone	1 (402) 4758000
Fax	1 (402) 4758001
Email	
Submitted	5/14/2014 4:36:49 PM CT
Total	\$72,360.00
Signature	

Supplier Notes

Bid Notes

Bid Activities

Date	Name	Description
5/6/2014 1:00:00 PM	Pre-bid Meeting	A pre-bid meeting will be held at 901 W. Bond Street, meeting in the cafeteria on the NW Entrance on Tuesday, May 6th at 1:00 p.m.

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	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
6	Contact	Name of person submitting this bid:	Zia Hossaini
7	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
8	Renewal is an Option	Contract Extension Renewal is an option.	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 escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	A. Yes, B. No, For all the period of contract and renewal.
10	Bid Bond Submission - City	I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of five percent (5%) of the total amount of the bid is made payable to the order of the City Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing. YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!	I have delivered my bid bond.
11	Performance/Payment Bonds	I acknowledge that a Performance Bond and a Payment Bond each in the amount of three (3) months of the Contract amount will be required with the signed contract upon award of this job.	Yes
12	Contact Person	State the contact person, telephone number, and e-mail address of whom will be responsible for the contract performance and administration.	Zia Hossaini 402-475-8000, cleanmax@windstream.net
13	Emergency Clean-up Work	State the Hourly Cost for Emergency Clean-up Work at any of the sites City-wide.	\$18.00 per hour

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|----|--------------------------------|--|---|
| 14 | References | I have attached my References to the Response Attachment section of this bid. | Yes |
| 15 | Tax Exempt Certification Forms | Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.) | Yes |
| 16 | Additional Square Footage | Provide your pricing for additional square footage for cleaning services for one (1) day a week. \$ _____ sq.ft.
Provide your pricing for additional square footage for cleaning services for two (2) days a week. \$ _____ sq.ft.
Provide your pricing for additional square footage for cleaning services for three (3) days a week. \$ _____ sq.ft.
Provide your pricing for additional square footage for cleaning services for five (5) days a week. \$ _____ sq.ft. | 1 x = \$.02 sq.ft. 2 x = \$.04 sq.ft. 3 x = \$.06 sq.ft 5 x = \$.10 per month |
| 17 | Electronic Signature | Please check here for your electronic signature. | Yes |

Line Items

#	Qty	UOM	Description	Response
1	12	Month	Cleaning Services for the Engineering Department	\$2,400.00
<p>Item Notes: Services for five (5) days a week. Referenced in Specifications, Section 13. Bid price shall be per month and the system automatically will calculate the total.</p> <p>Supplier Notes: We are estimating this job takes 7 hours per day.</p>				
2	12	Month	Alternate: Cleaning Services for the Engineering Department	\$1,500.00
<p>Item Notes: Services for three (3) days a week. Referenced in Specifications, Section 13. Bid price shall be per month and the system automatically will calculate the total.</p> <p>Supplier Notes: We are estimating this job takes 7 hours per day.</p>				
3	12	Month	Cleaning Services for the Engineering Lab Department	\$70.00
<p>Item Notes: Services for two (2) days a week. Referenced in Specifications, Section 13. Bid price shall be per month and the system automatically will calculate the total.</p> <p>Supplier Notes: We are estimating this job takes 0.5 hours per day.</p>				
4	12	Month	Cleaning Services for Urban Search and Rescue Department	\$110.00
<p>Item Notes: Services for one (1) day a week. Referenced in Specifications, Section 14. Bid price shall be per month and the system automatically will calculate the total.</p> <p>Supplier Notes: We are estimating this job takes 1.5 hours per day.</p>				
5	12	Month	Cleaning Services for Lincoln Fire and Rescue Training Department	\$120.00
<p>Item Notes: Services for one (1) day a week. Referenced in Specifications, Section 15. Bid price shall be per month and the system automatically will calculate the total.</p> <p>Supplier Notes: We are estimating this job takes 2.5 hours per day.</p>				
6	12	Month	Cleaning Services for EMS Administration	\$240.00
<p>Item Notes: Services for two (2) days a week. Referenced in Specifications, Section 16. Bid price shall be per month and the system automatically will calculate the total.</p> <p>Supplier Notes: We are estimating this job takes 1.5 hours per day.</p>				
7	12	Month	Cleaning Services for Lincoln Parks and Recreation Forestry Department	\$290.00
<p>Item Notes: Services for two (2) days a week. Referenced in Specifications, Section 17. Bid price shall be per month and the system automatically will calculate the total.</p> <p>Supplier Notes: We are estimating this job takes 2 hours per day.</p>				



8	12	Month	Cleaning Services for Public Works and Utilities, Fleet Services and Sign, Signal Shop	\$150.00
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Item Notes: Services for two (2) days a week. Referenced in Specifications, Section 18. Bid price shall be per month and the system automatically will calculate the total.

Supplier Notes: We are estimating this job takes 1 hours per day.



9	12	Month	Cleaning Services for Lincoln Fire and Rescue, Logistics Department	\$150.00
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Item Notes: Services for two (2) days a week. Referenced in Specifications, Section 19. Bid price shall be per month and the system automatically will calculate the total.

Supplier Notes: We are estimating this job takes 1 hours per day.



10	12	Month	Cleaning Services for Commons Areas	\$570.00
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Item Notes: Services for two (2) days a week. Referenced in Specifications, Section 20. Bid price shall be per month and the system automatically will calculate the total.

Supplier Notes: We are estimating this job takes 4 hours per day.

11	12	Month	Alternate: Cleaning Services for Commons Areas (Cafeteria only)	\$430.00
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Item Notes: Services for three (3) days a week. Referenced in Specifications, Section 20. Bid price shall be per month and the system automatically will calculate the total.

Supplier Notes: We are estimating this job takes 2 hours per day.



Response Total:	\$72,360.00
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**SPECIFICATIONS FOR
CLEANING SERVICES FOR MUNICIPAL SERVICE CENTER
AND 949 WEST BOND BUILDING**

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 It is the intent of this specification to describe the requirements for cleaning services at the Municipal Service Center and the 949 West Bond Building for the City of Lincoln.
 - 1.1.1 Municipal Service Center is located at 901 W. Bond Street, Lincoln, NE, 68521.
 - 1.1.2 The 949 West Bond building is located at 949 West Bond Street.
- 1.2 The cleaning service shall include all labor, materials, machines and equipment necessary to provide and perform to the satisfaction of the City.
- 1.3 Bidder 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 Sharon Mulder, Asst. Purchasing Agent (smulder@lincoln.ne.gov) Or Fax: (402) 441-6513.
 - 1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.4.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.4.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.4.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.5 A pre-bid meeting will be held on Tuesday, May 6th at 1:00 p.m., located at 901 W. Bond Street, Entrance B in the cafeteria on the NW entrance.
 - 1.5.1 This is a mandatory meeting for potential bidders.
 - 1.5.2 A site tour will follow.
 - 1.5.3 Map/Drawing will be handed out at the pre-bid meeting detailing departments and maintenance services per color code referenced later in bid under Sections.
 - 1.5.4 The Vendor will not be allowed any extra compensation by reason of any matter or thing concerning which they might fully have informed themselves of prior of submission of proposal.
- 1.6 The contract term for this service shall be for a period of one (1) year, starting upon execution of contract and three (3) additional mutually agreed upon one (1) year terms.
- 1.7 The first sixty (60) days of the contract period shall be a probation period.
- 1.8 The City may add or delete departments during the term of the contract or any renewals.
 - 1.8.1 Additional departments will be charged according to the same type of requirements and frequency of service already being provided by the Vendor.
 - 1.8.2 In the event the City reduces the number of departments or changes service requirements during the contract period, the Vendor shall remove or change the amount of service provided and reduce the cost accordingly.
- 1.9 The City shall split the award; with one (1) vendor being awarded the contract for the 949 building and one (1) vendor being awarded the contract for the 901 facility.
- 1.10 The awarded Vendor shall furnish a Performance Bond or an alternate form of security acceptable to the City, in a sum equal to three (3) months of service for janitorial services.
 - 1.10.1 Vendor shall comply with requirements of bond as outlined in the documents attached to the bid.
- 1.11 The successful Contractor shall furnish to the City, a Certificate of Insurance in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all City Contracts" within fourteen (14) days.

2. VENDOR REQUIREMENTS

- 2.1 Vendor shall employ staff who have been trained to complete the work required in these specifications.
 - 2.1.1 Vendor shall provide an adequate number of staff to complete the work required.
- 2.2 Vendor shall inform staff of any and all City regulations which must be followed during the course of work and term of contract.

- 2.2.1 Contractor shall require the employees to comply with all instructions pertaining to conduct and building regulations.
- 2.2.2 Contractor will be responsible for all acts of the employees.
- 2.3 Vendor employees shall wear uniforms or some type of identification that is clearly visible to the public as to what company the person is working for.
- 2.4 Vendor shall furnish all labor, equipment and supplies for trash collection, care and cleaning of the facilities.
 - 2.4.1 Equipment and supplies used by the Vendor shall not be caustic nor cause harm to other people or the environment, as such will be subject to approval by the City.
 - 2.4.2 Vendor shall properly dispose of all used chemicals, containers and supplies in accordance with all Local and State standards and requirements.
- 2.5 Contractor shall perform emergency clean-up work made necessary by floods, leaks and similar occurrences.
 - 2.5.1 Contractor must be available to provide such emergency services on a 24-hour/day call-out basis.
 - 2.5.2 The additional hourly cost for such emergency work shall be indicated in the attributes portion of the ebid response.
- 2.6 Vendor shall provide and pay for any and all licenses and/or certificates that may be required for the performance of the contract.
- 2.7 Vendor shall provide a Unit Price per month in the Line Items for service at each of the departments being serviced.
 - 2.7.1 Pricing must be firm for the term of the original contract.
 - 2.7.2 Change orders may be allowed should there be a substantial change in the nature of work involved on a per location basis, caused by building remodel, end of service, new service, etc.
- 2.8 Contractor shall provide to the City Agent a list of employees who will be performing work at the facility.
 - 2.8.1 The Contractor shall keep current this list as employees change.
 - 2.8.1.1 The City Agent shall have authority to refuse any employee entry into the facility.
 - 2.8.2 The City Agent may conduct security background checks on any of the contractor's employees at any time during the contract period.
- 2.9 Only contractor employees shall be allowed at the facility to perform their duties.
- 2.10 The City may investigate as deemed necessary to determine the ability of the bidder to perform the required work, and the bidder shall furnish to the City all such information and data for this purpose.
- 2.11 The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy that the Contractor is qualified to carry out the obligations of the contract and to complete the work specified herein.
- 2.12 The City may require a verbal interview with one, some or all of the interested bidders.
- 2.13 No bidder will be considered who is not at the present time actively engaged in the performance of Commercial Contract Cleaning Services and who cannot clearly demonstrate to the satisfaction of the City his/her ability to satisfactorily perform the work in accordance with the requirements of this specification.
- 2.14 Vendor shall invoice monthly, with each department being billed separately.
 - 2.14.1 All invoices shall be sent together to the attention of:
 - Rod Hendrickson
 - City of Lincoln
 - 949 West Bond Street
 - Lincoln, NE 68521

3. TERMINATION OF CONTRACT

- 3.1 The City may terminate the contract at any time should funds not be appropriate for the continuance of the contract.
 - 3.1.1 The City will give the contractor fourteen (14) days written notice of termination for lack of appropriated funds.
- 3.2 For Cause:

- 3.2.1 If janitorial services are found not to be in compliance with the terms and conditions of the Specification Document and accepted proposal, the City Agent shall notify the contractor of the compliance and non-compliance issue.
- 3.2.2 The contractor shall be given twenty-four (24) hours to correct the cause of complaint.
- 3.2.3 If the City Agent registers three (3) such complaints of non-compliance within any thirty (30) calendar day period, the City may cancel the contract for cause.
- 3.3 For Convenience:
 - 3.3.1 The City may terminate this contract at any time with a 30 day written notice of it's intent to do so.

4. CITY AGENT

The Municipal Service Center's Building and Grounds Supervisor, or an authorized representative, shall be the City's Agent with respect to the performance of the awarded contract.

5. LIVING WAGE REQUIREMENT

- 5.1 Vendor agrees to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code.
 - 5.1.1 This wage is subject to change up or down every July.

6. TERMS OF PAYMENT

- 6.1 Contractor will be paid on a monthly basis for all work performed in accordance with the contract documents and properly invoiced to the City.
- 6.2 The City's normal terms of payment are thirty (30) days after work has been performed and after receipt of invoice.
- 6.3 The City's Building and Grounds Supervisor shall be in contact with all departments for the evaluation and inspection of areas on a routine basis for sign off on monthly statements from the Vendor prior to the bill being paid.
- 6.4 Deductions will be made by the City Agent from the monthly statements from the monthly invoices for departments no serviced in accordance with the specifications.
 - 6.4.1 Such deductions shall be in accordance with the departments monthly bid price.

7. SUBMITTALS

- 7.1 Vendors shall submit the following information as an attachment in the Response Attachments portion of their ebid response:
 - 7.1.1 The name, telephone number and address of the Contact Person who will be responsible for contract performance and administration.
 - 7.1.2 A listing of number of employees, equipment and supplies to be used for performance of the awarded contract.
 - 7.1.3 A statement outlining the Vendors quality control procedures for the performance of the contract.
- 7.2 Vendor shall provide a reference list, including not less than three (3) existing commercial cleaning contracts with varied duties performed which are comparable to the requirements described in these specifications
 - 7.2.1 Reference information shall include:
 - 7.2.1.1 Customer name and address
 - 7.2.1.2 Name and telephone number of customer's agent responsible for contract administration
 - 7.2.1.3 Sizes of location(s) in square feet
 - 7.2.1.4 Frequency of service
 - 7.2.1.5 Length of each contract
 - 7.2.1.6 Dollar value of each contract listed.

8. CITY SUPPLIES

- 8.1 The following is a list of supplies furnished by the City, but to be responsibly administered by

the contractor:

- 8.1.1 Paper towels
- 8.1.2 Urinal screens and deodorizers
- 8.1.3 Wastebasket liners
- 8.1.4 Hand soap
- 8.1.5 Toilet tissue
- 8.1.6 The City will provide contractor with adequate area to store their equipment and supplies.
 - 8.1.6.1 Such storage area shall be maintained in a neat and orderly manner by the Contractor.
- 8.2 Contractor shall advise City Agent of low inventory items for City-provided supplies.
- 8.3 Rooms are to be secured upon completion of work as before they were entered.

9. **ACCESS AND PARKING**

- 9.1 The contractor shall park all vehicles in an area as designed by the City Agent.
- 9.2 Access to the location shall be gained as directed by the City Agent.
- 9.3 Only employees of the contractor with proper identification actually performing contract work are permitted access to the facilities.
- 9.4 The City shall issue keys and Security codes to the facility to the successful contractor.
 - 9.4.1 The contractor must be bonded and shall be held strictly responsible for the keys issued.
 - 9.4.2 No keys shall be duplicated.
 - 9.4.3 In the event any key used by the contractor is lost, the contractor shall be responsible for the re-keying of the facility as directed by the City.
 - 9.4.4 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.
 - 9.4.5 All persons associated with the Contractor, who will have access to the Engineering Services facility, shall be required to have a Security Code.
 - 9.4.6 Security Codes are to be selected by the individual to whom they are assigned.
 - 9.4.6.1 Contractor shall notify City Representative when such employee who has been assigned a Security Code is released from duties or employment.
 - 9.4.7 The Owners shall provide the Contractor with the appropriate forms to be used for requesting Security Codes.
 - 9.4.8 Security Codes are assigned on a unit by unit basis.
 - 9.4.9 Those individuals needing access to multiple facilities shall be so designated on the Security Code Request Form.
 - 9.4.10 Sharing of Security Code is strictly prohibited!
 - 9.4.10.1 Such practice shall be considered grounds for cancellation of the contract.
 - 9.4.11 Contractor shall be held strictly responsible for the Security Code and keys issued.
 - 9.4.12 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 Security Alarms
 - 9.5.1 Contractor will be assessed \$200.00 for each alarm that is set off from the result of negligence on the part of the Contractor or any of their employees.
 - 9.5.1.1 The Contractor shall be granted an allowance of two alarms per year for all facilities awarded to the contractor.
 - 9.5.1.2 The assessed amount will be deducted from the next monthly bill.

10. **BIDDING REQUIREMENTS**

- 10.1 Bids shall be based on the contractor's monthly charge for each department within the facility for janitorial services performed in accordance with the Specification Document.
 - 10.1.1 The e-bid Line Items shall state the monthly charges applicable.
 - 10.1.1.1 Departmental pricing shall be broke down per bid line item.
 - 10.1.1.1.1 Departmental tours will be given at pre-bid to review

work requirements.

11. **CONTRACT AWARD**

11.1 In addition to the monthly charges, the City will consider performance of past contracts in the determination of contract award.

12. **COMMUNICATION AND SUPERVISION**

12.1 The Contractor shall assign a Supervisor or person of authority to coordinate all work performed for the City.

12.2 Contractor's Supervisor shall conduct daily and/or weekly inspection of the premises to insure compliance with the required work.

12.3 Contractor's Supervisor shall confer at least once a month with the City's representative to insure that the work requested has been performed to the City's satisfaction.

13. **SECTION I - CLEANING FREQUENCY AND MAINTENANCE FOR "ENGINEERING SERVICES AND LAB (BEIGE)"**

13.1 Cleaning services will be broke out by department with individual frequency and maintenance requirements being the same, unless the sections following list any differences.

13.1.1 Engineering Services is located on the 2nd floor of 949 West Bond Street and an area on the lower level.

13.1.1.1 The stairway closest to the walk way are included, these are not carpeted.

13.1.2 Cleaning frequency shall be done five days a week.

13.1.2.1 Monday through Friday

13.1.3 Optional Pricing: Cleaning frequency shall be done three days a week.

13.1.3.1 Monday, Wednesday, and Friday are preferred days.

13.2 Cleaning shall be done between the hours of 5 p.m. to 10:00 p.m., except for official holidays observed by the City for all buildings.

13.3 *Daily Plumbing fixtures and dispenser cleaning.*

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

4.1.1.1 Area involved: all restrooms, toilets, sinks, showers and drinking fountains.

13.4 *Daily Sweeping*

13.4.1 Properly swept floor shall be free of dirt, dust, grit, lint, and debris, except imbedded dirt and grit.

13.4.1.1 Corner and edges shall also be clean.

13.4.2 Area involved: all hard surface floors including entry ways.

13.5 *Daily Trash removal*

13.5.1 All waste receptacles shall be emptied and the contents disposed of in the proper designated container including recyclable materials, provided by the City.

13.5.1.1 All used trash liners to be replaced as needed.

13.5.2 All waste receptacles shall be disinfected, washed and cleaned 4 times a year.

13.5.2.1 Areas involved: all waste and recyclable material receptacles.

13.6 *Daily Vacuum*

13.6.1 Properly vacuumed floor shall be free of all dirt, dust, grit, lint and debris.

13.6.1.1 Corners and edges shall also be cleaned.

13.6.1.2 Area involved: all carpeted surfaces including entry mats.

13.7 *Daily Metal Cleaning*

13.7.1 All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance.

13.7.1.1 Cleaner shall be removed from adjacent

- surfaces.
 - 13.7.2.1 Area involved: all restrooms and sink fixtures.
- 13.8 *Daily Entry Window Cleaning*
 - 13.8.1 Glass surface shall be free of finger prints, film, streaks, and tape with a uniformly clear appearance.
 - 13.8.1.1 Area involved: entry doors and side glass panels.
- 13.9 *Daily Damp Mopping*
 - 13.9.1 A satisfactorily damp mopped floor shall be without dirt, dust, marks, film, streaks, debris, or standing water.
 - 13.9.1.1 Area involved: all hard surface floors, including entry ways.
- 13.10 *Daily Scrubbing*
 - 13.10.1 Scrubbing shall be satisfactorily performed when all surfaces are without imbedded dirt, cleaning solution, film, debris, stains, marks, standing water, and floor has uniformly clean appearance.
 - 13.10.1.1 Area involved: all hard surface floors.
- 13.11 *As Needed Spot Cleaning*
 - 13.11.1 A surface adequately spot cleaned shall be free of all stains, deposits, and is substantially free of cleaning marks.
 - 13.11.1.1 Area involved: any soiled area.
- 13.12 *Monthly Dusting*
 - 13.12.1 A properly dusted surface shall be free of all dirt and dust streaks, lint, and cobwebs.
 - 13.12.1.1 Area involved: baseboards, ceiling vents, ceiling corners, window sills, door frames and hinges, file cabinets, desks and credenzas as well as all horizontal surfaces including all horizontal blinds.
- 13.13 *As Needed Buffing of finished floor surfaces*
 - 13.13.1 All finished floors shall be buffed for maximum gloss, removal of surface dirt, and a uniform appearance as conditions warrant.
 - 13.13.1.1 Area involved: all finished hard surface floors.
- 13.14 *Semi-Annual Light Fixture/Vent Cleaning*
 - 13.14.1 Fixtures/vents shall be washed free of dirt and dust streaks, lint, and cobwebs.
 - 13.14.1.1 Area involved: All light fixtures and ceiling vents.
- 13.15 *Semi-Annual Vacuum/Cleaning of Blinds*
 - 13.15.1 Blinds shall be vacuumed free of dust and dirt streaks, lint and cobwebs.
 - 13.5.2 Spot clean any fabric blinds as necessary.
 - 13.15.2.1 Area involved: all vertical blinds.
- 13.16 *Weekly Interior Window Cleaning*
 - 13.16.1 All interior windows into offices and interior office doors with windows shall be cleaned.
 - 13.16.1.1 Area involved: all interior windows into offices plus all interior doors with windows.
- 13.17 *Monthly and or as Needed Bathroom Tile Cleaning*
 - 13.17.1 Wiping down the tile in the bathrooms.
 - 13.17.2 Area involved: all bathrooms.
- 13.18 *Monthly and or as Needed Washing Walls*
 - 13.18.1 Spot cleaning all painted walls
 - 13.18.1.1 Area involved: break room, hallways and bathrooms
- 13.19 *Clean and Sanitize/Disinfect Equipment*
 - 13.19.1 Clean and sanitize/disinfect areas in office, bathroom and kitchen.
 - 13.19.1.1 Area involved: office telephones, kitchen counters and equipment, bathroom surfaces.
 - 13.19.1.2 Cleaned daily through flu season.

14. **SECTION II - CLEANING FREQUENCY AND MAINTENANCE FOR "URBAN SEARCH & AND RESCUE (LAVENDER)"**
- 14.1 Urban Search & Rescue - 901 W. Bond St. Suite 140
 - 14.1.1 Lower level tile square footage is 2063.85
 - 14.1.2 Upper level carpet square footage is 3905.00
 - 14.1.3 Upper level tile square footage is 317.80
 - 14.2 Cleaning frequency shall be done one day a week.
 - 14.2.1 Preferred day of the week is Thursday, except for official holidays observed by the City.
 - 14.2.2 Cleaning to be done during hours of 8:00 a.m. to 4:00 p.m.
 - 14.3 *Spot Cleaning*
 - 14.3.1 A surface adequately spot cleaned is free of all stains, deposits, and is substantially free of cleaning marks.
 - 14.3.1.1 Area involved: Desk tops, conference table, training room tables, counter space, work space tops, and break room tables and counters or any soiled area.
15. **SECTION III - CLEANING FREQUENCY AND MAINTENANCE FOR "LF&R TRAINING (PINK)"**
- 15.1 Lincoln Fire & Rescue Training - 901 W. Bond St.
 - 15.2 Cleaning frequency shall be done one day a week.
 - 15.2.1 Preferred day of the week is Thursday, except for official holidays observed by the City.
 - 15.2.2 Cleaning shall be done during hours of 5:00 p.m. to 10:00 p.m.
16. **SECTION IV - CLEANING FREQUENCY AND MAINTENANCE FOR "EMS ADMINISTRATION (RED)"**
- 16.1 EMS Administration is located at 901 W. Bond St.
 - 16.2 Cleaning frequency shall be done twice a week.
 - 16.2.1 Preferred day of the week is Tuesday and Thursday, except for official holidays observed by the City.
 - 16.2.2 Cleaning shall be done during hours of 5:00 p.m. to 10:00 p.m.
17. **SECTION V - CLEANING FREQUENCY AND MAINTENANCE FOR "PARKS & RECREATION FORESTRY, (LIGHT GREEN)"**
- 17.1 Parks & Recreation Forestry is located at 901 W. Bond St.
 - 17.2 Cleaning frequency shall be done twice a week.
 - 17.2.1 Preferred day of the week is Tuesday and Thursday, except for official holidays observed by the City.
 - 17.2.2 Cleaning shall be done during hours of 6:00 p.m. to 10:00 p.m.
18. **SECTION VI - CLEANING FREQUENCY AND MAINTENANCE FOR "PUBLIC WORKS, FLEET SERVICES (YELLOW) AND SIGN SHOP (GOLD) - Signal Shop is considered under Sign Shop**
- 18.1 Public Works & Utilities, Fleet Services are located at 901 W. Bond St., Suite 160
 - 18.2 Cleaning frequency shall be done twice a week.
 - 18.2.1 Preferred day of the week is Tuesday and Thursday, except for official holidays observed by the City.
 - 18.2.2 Cleaning shall be done during hours of 5:00 p.m. to 10:00 p.m.
 - 18.2.3 Waxing vinyl floors shall be done quarterly or on an as-needed basis.
19. **SECTION VII- CLEANING FREQUENCY AND MAINTENANCE FOR LF&R LOGISTICS (BLUE)"**
- 19.1 Public Works & Utilities, Fleet Services are located at 901 W. Bond St., Suite 160
 - 19.2 Cleaning frequency shall be done twice a week.
 - 19.2.1 Preferred day of the week is Tuesday and Thursday, except for official holidays observed by the City.
 - 19.2.2 Cleaning shall be done during hours of 5:00 p.m. to 10:00 p.m.
 - 19.2.3 Waxing vinyl floors shall be done quarterly or on an as-needed basis.

19.2.4 The steps to the mezzanine office are included.

20. **SECTION VIII- CLEANING FREQUENCY AND MAINTENANCE FOR COMMONS AREAS (BLUE/GREEN)**

20.1 The Commons Areas are located at 901 W. Bond St., Suite 160

20.2 Cleaning frequency shall be done twice a week.

20.2.1 Preferred day of the week is Tuesday and Thursday, except for official holidays observed by the City.

20.2.1.1 Optional Pricing: Cleaning frequency shall be done three days a week.

20.2.1.2 Monday, Wednesday, and Friday are preferred days.

20.2.2 Cleaning shall be done during normal business hours of 5:00 p.m. to 10:00 p.m.

20.2.3 Commons Areas are considered to be bathrooms, cafeteria, walk way between buildings.