

**AMENDMENT TO CONTRACT
CITY OF LINCOLN
CLEANING SERVICES FOR THE FIRE DEPARTMENT HEADQUARTERS OFFICE FACILITY
BID NO. 13-039
SECOND RENEWAL**

This Amendment is hereby entered into by and between CleanMax, 1438 So. 1st St., Suite 4, Lincoln, NE 68502 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract dated March 18, 2013, under **D. O. No. 08965**, (the "Contract"), for the **Cleaning Services for the Fire Department Headquarters Office Facility, Bid No. 13-039**, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is March 18, 2013 through March 17, 2014, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by the City D. O. No. 10999 on April 23, 2014, to renew the Contract for an additional one (1) year term from March 18, 2014 through March 17, 2015; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term March 18, 2015 through March 17, 2016; and

WHEREAS the Vendor is requesting a price increase of \$50.00 per month per Attachment A during the renewal term. The additional cost will increase the total contract amount by \$600.00 per year for a total expenditure of \$3,888.00.

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$3,888.00 without prior approval by the City of Lincoln.

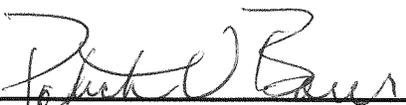
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The parties wish to renew the Contract for an additional one (1) year term beginning March 18, 2015 through March 17, 2016.
- 2) The Vendor is requesting a price increase of \$50.00 per month per Attachment A during the renewal term. The additional cost will increase the total contract amount by \$600.00 per year for a total expenditure of \$3,888.00.
- 3) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$3,888.00 without prior approval by the City of Lincoln.
- 4) 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>24</u> day
of <u>March</u> 2015
 _____ Fire Chief

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

Company Name: (Please Print)	Cleanmax
By: (Please Sign)	
By: (Please Print)	Zia a Hossaini
Title: (Please Print)	Pres- # 4
Company Address: (Please Print)	1348 S. 1 st street ln, NE 68501
Company Phone & Fax: (Please Print))	402 475-8000 - 402 475 8001
E-Mail Address: (Please Print)	cleanmax@windstream.net
Date: (Please Print)	3/1/15
Contact Person For: "Orders or Service" (Please Print)	Zia Hossaini
Phone Number:	402 475-8000



February 15, 2015

Sharon Mulder
Asst. Purchasing Agent
City County Purchasing

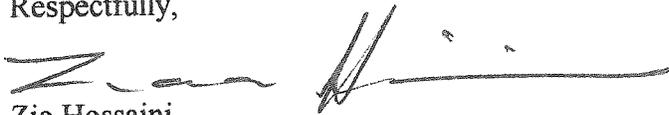
Dear Sharon,

Due to the recent ten percent cost of living increase/ minimum wage increase in Lincoln, Nebraska, I respectfully request the increase of ten percent in our two contracts with the City of Lincoln.

This would include:

1. Fire Department Headquarter bid number 13-039 from \$294.00 to \$324.00 per month.
2. Parks and Recreation Center bid number 3626 from \$500.00 to \$550.00 per month.

Respectfully,


Zia Hossaini

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSPRO Insurance P.O. Box 6847 Lincoln, NE 68506 402 483-4500	CONTACT NAME: Shane
	PHONE (A/C, No, Ext): 402-483-4500 FAX (A/C, No): 402-483-7977 E-MAIL ADDRESS: selwood@insproins.com
INSURED Lincoln Janitorial Service, Inc. dba CleanMax 6211 O St Lincoln, NE 68510	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Acuity 14184
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X23951	09/27/2014	09/27/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		X23951	09/27/2014	09/27/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		X23951	09/27/2014	09/27/2015	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X23951	09/27/2014	09/27/2015	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Lincoln, Lancaster County, & Lincoln-Lancaster County Public Building Commission are listed as additional insureds.

CERTIFICATE HOLDER City of Lincoln, Lancaster Co., & Lincoln-Lancaster Co. Public Building Commission 440 S.8th Street Suite 200 SW Wing Lincoln, NE 68508	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
CLEANING SERVICES FOR THE FIRE DEPARTMENT HEADQUARTERS OFFICE FACILITY,
BID NO. 13-039
FIRST RENEWAL WITH PRICE DECREASE**

This Amendment is hereby entered into on this ____ day of _____, 2014 by and between **CleanMax, 603 Van Dorn, Lincoln, NE 68502** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **March 18, 2013**, under **D. O. No. 08965**, (the "Agreement"), for **Cleaning Services for the Fire Department Headquarters Office Facility, Bid No. 13-039**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **March 18, 2013 through March 17, 2014**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning **March 18, 2014 through March 17, 2015**; and

WHEREAS, the Parties wish to amend the agreement for a price decrease, per Attachment A; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed **\$4,000.00** 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 term of the Agreement shall be from **March 18, 2014 through March 17, 2015**.
- 2) The parties wish to amend the agreement for a price decrease, per Attachment A.
- 3) The estimated expenditures for City Departments for the term of this renewal shall not exceed **\$4,000.00** without prior approval by the City of Lincoln.
- 4) All other terms of the Agreement, 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>17</u> day
of <u>APRIL</u> 2014
 _____ Fire Chief

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

Company Name: (Please Print)	Lincoln Sanitorial Services dba CleanMap
By: (Please Sign)	
By: (Please Print)	Zia Hossaini
Title: (Please Print)	Owner
Company Address: (Please Print)	603 Van Dorn
Company Phone & Fax: (Please Print))	402-475-8000 + 402-475-8001
E-Mail Address: (Please Print)	cleanmap@windstream.net
Date: (Please Print)	4-10-14
Contact Person For: "Orders or Service" (Please Print)	Zia Hossaini
Phone Number: (Please Print)	402-475-8000

Sharon R. Mulder

From: Cleanmax <cleanmax@windstream.net>
Sent: Friday, April 04, 2014 8:25 AM
To: Sharon R. Mulder
Subject: Re: Revised proposal

4/4/2014

Mrs. Mulder good morning.

Final proposed price for the revised contract for Fire department headquarter in Lincoln Nebraska would be \$294.00 per month.

Thank you

Zia Hossini

CleanMax

p.s. If you any question please call 402-4758000

08965

CONTRACT DOCUMENTS

***City of Lincoln
Nebraska***

**Cleaning Services for the
Fire Department Headquarters Office Facility
Bid No. 13-039**

**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 _____ 2013, 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 Fire Department Headquarters Office Facility, Bid No. 13-039

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; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal.

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 \$5,088.00.

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 term of the Contract shall be a **one (1) year term** with the option for three (3) additional one (1) year term renewals.
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreements
 2. Accepted Proposal

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.

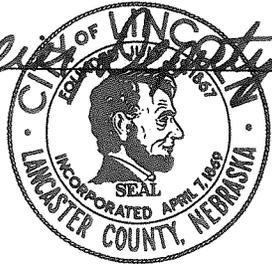
The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

[Signature]
Fire Chief

Approved by:

08965

Directorial Order No.

Dated 3/18/13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Lincoln Janitorial Service, Inc

ATTEST:

Secretary

(SEAL)

Name of Corporation

603 Van Dorn St Lin NE 68502

Address

By:

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	Fire Department 1801 Q Street Lincoln, NE 68508
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder Asst Purchasing Agent	Contact	
Phone	(402) 441-7410			Department	Building
Fax	(402) 441-6513				
Bid Number	13-039	Department			
Title	Cleaning Services for the Fire Department Headquarters Office Facility	Building	Suite 200	Floor/Room	Telephone
Bid Type	Bid	Floor/Room		Fax	
Issue Date	02/08/2013	Telephone	(402) 441-7428	Email	
Close Date	2/22/2013 12:00:00 PM CST	Fax	(402) 441-6513		
Need by Date		Email	smulder@lincoln.ne.gov		

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 2/19/2013 1:37:56 AM CST
 Total \$5,088.00

Signature _____

Supplier Notes

Bid Notes

Bid Activities

Date	Name	Description
2/13/2013 10:30:00 AM	Pre-Bid Meeting	Pre-Bid meeting located at Fire Department Headquarters at 1801 "Q" Street on Wednesday, February 13th at 10:30.

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Contact	Name of person submitting this bid:	Zia A. Hossaini
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
8	Performance/Payment Bonds	I acknowledge that a Performance Bond and a Payment Bond each in the sum equal to two (2) monthly charges of the Contract amount will be required with the signed contract upon award of this job.	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 only incase of changes in minimum wages or mandatory health insurance cit would be price changes.
10	References	I have attached my References to the Response Attachment section of this bid.	Yes
11	Emergency Services	List your cost per hour to provide emergency cleaning services.	\$16.00
12	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
13	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	12	Month	Cleaning of the Fire Headquarters Office Facility	\$424.00

Item Notes:
Bid Per Month Fee.

Supplier Notes: Copy of our insurance is available at Lincoln city purchasing office.

Response Total: \$5,088.00

**SPECIFICATIONS
CLEANING SERVICES FOR THE
FIRE HEADQUARTERS OFFICE FACILITY**

1. **SCOPE OF THE PROJECT**
 - 1.1 Lincoln Fire, herein after referred to as the City; desires bids from interested firms, here in after referred to as contractor(s), to provide cleaning services for the Lincoln Fire Department Headquarters Office Building.
 - 1.2 The cleaning service shall include all labor, materials, machines, appliances and equipment necessary to provide and perform to the satisfaction of Assistant Fire Chief, Pat Borer.
 - 1.3 Preference for award will be given to the Contractors whose bid substantially meet all of the required specifications, duties, terms and conditions as defined in this request.
 - 1.4 The first sixty (60) days of the contract period shall be a probationary period.

2. **SITE VISIT/PRE-BID**
 - 2.1 A site visit will be held on **Wednesday, February 13, 2013 at 10:30 a.m.** at the Lincoln Fire Department Headquarters Office Building located at: 1801 "Q" Street, Lincoln.
 - 2.2 All interested contractors must visit the site to insure their proposal response is inclusive of all work to be performed.
 - 2.3 No subsequent financial adjustments will be authorized due to failure of the contractor to include work detailed in the specifications or conditions present at the site.

3. **CONTRACTOR INSURANCE/BOND REQUIREMENTS**

The successful contractor shall furnish to the City certificate(s) of insurance in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all City Contracts" within fourteen (14) days.

 - 3.1 Coverage shall remain in effect for the duration of the agreement, and the insuring company must agree to add the City of Lincoln as an additional insured, and notify them with 30 days written notice of cancellation, non-renewal, or material change in coverage.

4. **NO USE OF TOBACCO PRODUCTS**

The City does not allow smoking or the use of any tobacco products within its facilities and on any property surrounding its facilities.

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

5. **NO ALCOHOLIC BEVERAGES/ILLCIT DRUGS**

The use or possession of alcoholic beverages or illicit drugs will not be permitted on the City's property.

 - 5.1 Any contract employee who reports for work showing evidence of an impaired condition shall not be permitted to remain on the premises.
 - 5.1.1 The Contractor is completely responsible for monitoring his/her employees and will be held responsible for proper handling of suspected incidents of improper use of alcohol or drugs.

6. **QUALIFICATIONS OF THE BIDDER**

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.

- 6.1 The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy that the bidder is qualified to carry out the obligations of the contract and to complete the work specified herein.
- 6.2 The City may require a verbal interview with one, some or all of the interested bidders.
- 6.3 No bidder will be considered who is not at the present time actively engaged in the performance of 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.
- 6.4 Bidder shall provide at least three references for other customers or firms who have similar needs to the City.
 - 6.4.1 References will be checked as well as any City/County Department/Agency currently using the Bidder's services.
 - 6.4.2 Information regarding the satisfaction of existing and past customers will be a consideration in the award of this project.

7. **TERMINATION OF CONTRACT**

- 7.1 During Probationary period:
 - 7.1.1 The City reserves the right to terminate the contract at any time during the probationary period without cause, upon ten (10) days written notice.
- 7.2 For lack of appropriations:
 - 7.2.1 The City may terminate the contract as of August 31st of any fiscal year, should funds not be appropriated for the continuance of the contract into the following fiscal year.
 - 7.2.2 The City will give the contractor fifteen (15) days written notice of termination for lack of appropriated funds.
- 7.3 For cause:
 - 7.3.1 The City may terminate the Contract with a thirty (30) day written notice if the Contractor:
 - 7.3.2 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete Cleaning Services as requested.
 - 7.3.3 Fails to make payments to Suppliers or Subcontractors for materials and/or labor in accordance with the respective agreements between the Contractor and Subcontractors.
 - 7.3.4 Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction over the Contract.
 - 7.3.5 If the Contractor's or Subcontractor's employees commit a breach of facility security rules.
 - 7.3.6 Otherwise commits a substantial breach of any provision of the Contract Document.
 - 7.3.7 If the Custodial 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 complaint and non-compliance.
 - 7.3.8 The contractor shall be give twenty-four (24) hours to correct the cause of the complaint.
 - 7.3.9 If the city registers three (3) such complaints of non-compliance within any thirty (30) calendar day period, the city may cancel the contract for cause.

8. **PROVIDED BY THE CITY**
Materials provided by the City shall include: all restroom dispensers (paper, toilet tissue, etc.); all consumable paper products; entrance mats and runners; and waste paper baskets and plastic liners. A reasonable supply of: lighting, power, gas, and water for use in the cleaning of the facility.
9. **PROVIDED BY THE CONTRACTOR**
All cleaning supplies (including: soaps, waxes, disinfectants, etc.), equipment (machines, buckets, mops, etc.), supplies (chemicals, applicators, rags, etc.) and labor to provide complete cleaning services as outlined in these specifications.
10. **COMMUNICATION AND SUPERVISION**
The contractor shall assign as supervisor or person of authority to coordinate all work performed for the City.
- 10.1 Contractor's supervisor shall conduct a daily inspection of the premises to insure compliance with the required work.
- 10.2 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.
10.2.1 Cities Representative is Pat Borer and he can be reached at 441-8351.
- 10.3 The work outlined in these specifications shall not begin prior to 4:00 p.m. Monday through Friday except for holidays (will be provided to the successful contractor (10 total days), and shall be completed prior to 7:00 a.m. Monday through Friday.
- 10.4 The City shall issue keys to the facility to the successful contractor. The contractor must be bonded and shall be held strictly responsible for the keys issued.
- 10.4.1 No keys shall be duplicated.
- 10.4.2 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.
- 10.4.3 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.
11. **APPROXIMATE SPACE**
We estimate the square footage of cleaning space to be as follows:
- 11.1 In General **5,119** square feet of floor space As follows:

11.1.1 Administrative Offices

Admin Sec.	168 sq feet
Asst. Chief	132 sq feet
Bat. Chief (B.C.)	156 sq feet
B.C.	196 sq feet
B.C.	154 sq feet
B.C.	196 sq feet
B.C.	117 sq feet
B.C.	270 sq feet
Fire Chief	244 sq feet
Copier Room	60 sq feet
Break Room	96 sq feet

Senior Office Asst.	182 sq feet
EMS Office	468 sq feet
Total Administrative Approx.	2,439 sq feet

11.1.2 Foyer/Hallway

Hallway	24 sq feet
Stairway with one (1) landing	210 sq feet
Upstairs	840 sq feet
Downstairs	224 sq feet
Mens Restroom	30 sq feet
Women Restroom	30 sq feet
Conference Room	620 sq feet
Approximate Total, Foyer Area	2,434 sq feet

11.1.3 Fire System Programmer

General Area	336 sq feet
General Area	210 sq feet
Approximate Total, Programmer Area	490 sq feet

12. **INDEPENDENT CONTRACTOR**

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

13. **INDEPENDENT PRICE DETERMINATION**

By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

14. **INDEMNIFICATION**

The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

14.1 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14. shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

15. **DESCRIPTION OF TASKS AND EXPECTED FREQUENCY**

15.1 **PLUMBING FIXTURES AND DISPENSER CLEANING**

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

15.1.2 AREA INVOLVED: All restrooms, toilets, sinks, showers and drinking fountains

15.1.3 FREQUENCY: Two times a week (Tuesday and Friday)

15.2 **SWEEPING**

15.2.1 Properly swept floor is free of dirt, dust, grit, lint, and debris, except imbedded dirt and grit. Corner and edges shall also be clean.

15.2.2 AREA INVOLVED: All hard surface floors including entry ways.

15.2.3 FREQUENCY: Two times a week (Tuesday and Friday)

15.3 **TRASH REMOVAL**

15.3.1 All waste receptacles shall be emptied and the contents shall be disposed of in the proper designated container provided by the City. All used trash liners are to be replaced as needed.

15.3.2 AREA INVOLVED: All waste receptacles including those located in the backroom, patio, front door and cigarette receptacles.

15.3.3 FREQUENCY: Two times a week (Tuesday and Friday)

15.4 VACUUM

15.4.1 Properly vacuumed floor is free of all dirt, dust, grit, lint and debris with the corners and edges also cleaned.

15.4.2 AREA INVOLVED: All carpeted surfaces and provided entrance mats.

15.4.3 FREQUENCY: Two times a week (Tuesday and Friday)

15.5 METAL CLEANING

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

15.5.1.1 Any over-spray from the cleaner is to be removed from adjacent surfaces.

15.5.2 AREA INVOLVED: All restroom and sink fixtures

15.5.3 FREQUENCY: Two times a week (Tuesday and Friday)

15.6 SPOT CLEANING

15.6.1 A surface adequately spot cleaned is free of all stains, deposits, and is substantially free of cleaning marks.

15.6.2 AREA INVOLVED: Any soiled area

15.6.3 FREQUENCY: As needed

15.7 ENTRY WINDOW CLEANING

15.7.1 Glass surface shall be free of finger prints, film, streaks, and tape with a uniformly clear appearance.

15.7.2 AREA INVOLVED: All glass and mirrors

15.7.3 FREQUENCY: Two times a week (Tuesday and Friday)

15.8 DUSTING

15.8.1 A properly dusted surface is free of all dirt and dust streaks, lint, and cobwebs.

15.8.2 AREA INVOLVED: All horizontal surfaces including all **horizontal blinds**.

15.8.3 FREQUENCY: Two times a week (Tuesday and Friday)

15.9 DAMP MOPPING

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

15.9.2 AREA INVOLVED: All hard surface floors, including entry ways

15.9.3 FREQUENCY: Two times a week (Tuesday and Friday)

15.10 SCRUBBING

15.10.1 Scrubbing is satisfactorily performed when all surfaces are without imbedded dirt, cleaning solution, film, debris, stains, marks, standing water, and floor has uniformly clean appearance.

15.10.2 AREA INVOLVED: All hard surface floors.

15.10.3 FREQUENCY **OFFICE** At least once a month, more if conditions require.

15.10.4 FREQUENCY **FOYER** At least twice a month, more if conditions require.

15.11 BUFFING OR FINISHED FLOOR SURFACES

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

15.11.2 AREA INVOLVED: All finished hard surface floors.

15.11.3 FREQUENCY: At least monthly, more frequently if conditions warrant.

15.12 CARPET CLEANING

15.12.1 **OFFICE ONLY:** Periodic cleaning of carpets, shall be accomplished by steam cleaning or other methods in use.

15.12.2 AREA INVOLVED: All carpet floor surfaces.

15.12.3 FREQUENCY: At least twice annually, spot cleaning as necessary.

15.13 LIGHT FIXTURE/VENT CLEANING

15.13.1 Fixtures/vents shall be washed free of dirt and dust streaks, lint and cobwebs.

15.13.2 AREA INVOLVED: All light fixtures and ceiling vents.

15.13.3 FREQUENCY: At least once annually.

15.14 VACUUM/CLEANING OF BLINDS

15.14.1 Blinds shall be vacuumed free of dust and dirt streaks, lint and cobwebs.

15.14.1.1 Spot clean any fabric blinds as necessary.

15.14.2 AREA INVOLVED: All vertical blinds.

15.14.3 FREQUENCY: At least once annually.

15.15 FLOOR FINISH REMOVAL

15.15.1 Finish removal is accomplished when surfaces have all finish removed to the flooring material, are free of dirt, stains, deposits, debris, cleaning solution, standing water and floor has uniform appearance when dry.

15.15.1.1 Plain water rinse and pickup must follow finish removal immediately.

15.15.2 AREA INVOLVED: All appropriate hard surface floors

15.15.3 FREQUENCY: At least once (1) every year, more frequently if conditions warrant.

15.15.4 **NOTE:** Assess floor condition at time of site visit to indicate necessity of this service.

15.16 FLOOR FINISHING

15.16.1 Undertaken by powered machines.

15.16.1.1 Finishing and sealing includes: 1) proper cleaning & preparation of surface including removal of residue/ previous cleanings, 2) proper rinsing of floors to remove all soap residue, 3) application of a minimum of three coats of floor finish on scrubbed floor and five coats on stripped floors.

15.16.2 AREA INVOLVED: All appropriate hard surface floors

15.16.3 FREQUENCY: At least once (1) every year, more frequently if conditions warrant.

15.16.4 **NOTE:** Floors must be finished in accordance with manufacturers recommended standards using a UL listed slip resistant floor finish.

15.16.5 **Assess floor condition at site visit.**

15.17 EXTERIOR WINDOW CLEANING

15.17.1 All exterior windows to be cleaned inside and out.

15.17.2 AREA INVOLVED: All glass surfaces and windows.

15.17.3 FREQUENCY: Twice annually, once in the fall and spring.

15.18 INTERIOR WINDOW CLEANING

15.18.1 All interior windows into offices interior office doors w/windows.

15.18.2 AREA INVOLVED: All interior windows into offices plus all interior doors with windows.

15.18.2 FREQUENCY: Once a week.

15.19 BATHROOM TILE

15.19.1 Wiping down the tile in the bathrooms.

15.19.2 AREA INVOLVED: All bathrooms.

15.19.3 FREQUENCY: As needed.

15.20 WASHING WALLS

15.20.1 Spot cleaning all painted walls as necessary.

15.20.2 AREA INVOLVED: Hallways, offices and bathrooms.

15.20.3 FREQUENCY: As needed.