

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR CLEANING SERVICES – WASTEWATER FACILITIES
QUOTE NO. 3495
THIRD AND FINAL RENEWAL**

This Amendment is hereby entered into on this 5th day of May, 2014 by and between The Office Cleaners, 13425 A St., Suite 1, Omaha, NE 68144 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated June 27, 2011, under D. O. No. 05945, (the "Agreement"), for The Annual Requirements for Cleaning Services – Wastewater Facilities, Quote No. 3495, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is June 27, 2011 through June 26, 2012, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from June 27, 2012 through June 26, 2013,

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from June 27, 2013 through June 26, 2014,

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning June 27, 2014 through June 26, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$17,000.00 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 June 27, 2014 through June 26, 2015.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$17,000.00 without prior approval by the City of Lincoln.
- 3) 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>5th</u> day
of <u>May</u> 2014

_____ Public Works & Utilities Director

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)	CABB, Inc. aka The Office Cleaners
By: (Please Sign)	
By: (Please Print)	Anthony Sanchez
Title: (Please Print)	President
Company Address: (Please Print)	2425 A Street Suite 1, Orangethorpe, NJ
Company Phone & Fax: (Please Print)	402-680-7838 402-697-7838 68144
E-Mail Address: (Please Print)	asanchez@the-office-cleaners.com
Date: (Please Print)	4/01/14
Contact Person For: "Orders or Service" (Please Print)	Anthony Sanchez
Phone Number: (Please Print)	402-680-7838

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR CLEANING SERVICES – WASTEWATER FACILITIES
QUOTE NO. 3495
SECOND RENEWAL**

This Amendment is hereby entered into on this 8th day of May, 2013 by and between **The Office Cleaners, 13425 A St., Suite 1, Omaha, NE 68144** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated June 27, 2011, under D. O. No. 05945, (the "Agreement"), for **The Annual Requirements for Cleaning Services – Wastewater Facilities, Quote No. 3495**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is June 27, 2011 through June 26, 2012, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from June 27, 2012 through June 26, 2013,

WHEREAS, the parties wish to extend the agreement for an additional one (1) year term beginning June 27, 2013 through June 26, 2014; and

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

- 1) The term of the Agreement shall be from June 27, 2013 through June 26, 2014.
- 2) 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 8th day
of May 2013

Niki Espinoza
Public Works & Utilities Director

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

Executed this 25 day of April, 2013

Company Name: (PLEASE PRINT)	CABB, Inc. dba The Office Cleaners
By: (PLEASE PRINT)	Anthony Sanchez
By: (PLEASE SIGN)	<i>[Signature]</i>
Title:	President
Company Address: (PLEASE PRINT)	13425 A Street Suite A Omaha NE 68144
Company Phone & Fax: (PLEASE PRINT)	402-680-7838 402-697-7838
E-Mail Address: (PLEASE PRINT)	asanchez@the-office-cleaners.com

**AMENDMENT TO BID NO. 3495
FOR THE ANNUAL REQUIREMENTS FOR CLEANING SERVICES
WASTEWATER FACILITIES
AGREEMENT FOR CITY FIRST RENEWAL**

This Amendment is hereby entered into on this 9 day of May, 2012 by and between The Office Cleaners, 13425 A St., Suite 1, Omaha, NE 68144 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated June 27, 2011, under D. O. No. 5945, (the "Agreement"), for The Annual Requirements for Cleaning Services - Wastewater Facilities, Bid No. 3495, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is June 27, 2011 thru June 26, 2012, with the option to extend for three (3) additional one (1) year periods upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for an additional one (1) year term beginning June 27, 2012, thru June 26, 2013; and

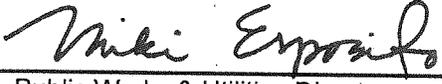
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from June 27, 2012 thru June 26, 2013.
- 2) 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>9th</u> day of <u>May</u> 2012

Public Works & Utilities Director

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

Executed this 18th day of April, 2012

Company Name: (PLEASE PRINT)	<u>CABR, Inc. dba The-Office Cleaners</u>
By: (PLEASE PRINT)	<u>Anthony Sanchez</u>
By: (PLEASE SIGN)	
Title:	<u>President</u>
Company Address: (PLEASE PRINT)	<u>13425 A Street Suite A, Omaha, NE 68144</u>
Company Phone & Fax: (PLEASE PRINT)	<u>402-680-7838, 402-697-7838</u>
E-Mail Address: (PLEASE PRINT)	<u>ASanchez@the-office-cleaners.com</u>

11050262

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
Cleaning Services - Wastewater Facilities
Bid No. 3495**

**The Office Cleaners
13425 A St., Suite 1
Omaha, NE 68144
402-680-7838**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2011, by and between **The Office Cleaners, 13425 A St., Omaha, NE 68144**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

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

For providing **Cleaning Services - Wastewater Facilities, Bid No. 3495** and,

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

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to 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:

City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

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

8. The Contract Documents comprise the Contract, and consist of the following:
 1. Instructions to Bidders
 2. Insurance Requirements
 3. Accepted Proposal/Response
 4. Contract Agreement
 5. Specifications
 6. Addendums No. 1 and 2
 6. Special Provisions
 7. Sales Tax Exemption Form 13

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

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

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

John E. Roach



CITY OF LINCOLN, NEBRASKA

Director, Public Works & Utilities

Approved by Directorial Order 05945

dated JUN 27 2011

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

W. A. [Signature] (SEAL)

CABB, Inc. dba The Office Claims
Name of Corporation

13425 A St. Suite 1
(Address)

Omaha, NE 68144

By: *[Signature]*
Duly Authorized Official

President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

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

Bid Information		Contact Information		Ship to Information	
Bid Creator	Sharon R. Mulder Assistant Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	Public Works & Utilities, Wastewater/Solid Waste
Email	smulder@lincoln.ne.gov	Contact	Sharon R. Mulder, Asst. Purchasing Agent		2400 Theresa St. Lincoln, NE 68521
Phone	(402) 441-7410			Contact	
Fax	(402) 441-6513	Department	Purchasing		
Bid Number	3495 Addendum 2	Building	Suite 200	Department	
Title	Cleaning Services - Wastewater Facilities	Floor/Room		Building	
Bid Type	Quote	Telephone	(402) 441-7428	Floor/Room	
Issue Date	05/11/2011	Fax	(402) 441-6513	Telephone	
Close Date	5/20/2011 3:00:00 PM CST	Email	smulder@lincoln.ne.gov	Fax	
Need by Date				Email	

Supplier Information

Company	The Office Cleaners
Address	13425 A Street Suite 1 Omaha, NE 68144
Contact	Anthony Sanchez
Department	
Building	
Floor/Room	
Telephone	1 (402) 680-7838
Fax	1 (402) 697-7838
Email	asanchez@the-office-cleaners.com
Submitted	5/20/2011 12:15:18 PM CST
Total	\$1,400.00

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities

Date	Name	Description
5/17/2011 9:30:00 AM	Pre-bid Meeting at 2400 Theresa Street with tour of 7000 N. 70th St. facility following.	Pre-bid meeting at 2400 Theresa Street, Lincoln, NE; with tour of the 7000 N. 70th Facility following.

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	Contact	Name of person submitting this bid:	Anthony Sanchez
5	References	I have attached my References to the Response Attachment section of this bid.	Yes
6	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
7	Emergency Services	List your cost per hour to provide emergency cleaning services as requested in the Specifications.	\$20.00
8	Performance/Payment Bonds	I acknowledge that a Performance Bond and a Payment Bond each in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job.	Yes
9	Renewal is an Option	Contract Extension Renewal is an option.	Yes
10	Term Contract Provisions	I acknowledge reading and understanding the Term Contract Provisions.	Yes
11	Electronic Signature	Please check here for your electronic signature.	Yes
12	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
13	Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Monthly Cleaning Fee - Building B1 BID PER MONTH FEE ONLY!	\$220.00
			Item Notes:	
			Supplier Notes:	
2	1	EA	Monthly Cleaning Fee - Building B11 BID PER MONTH FEE ONLY!	\$30.00
			Item Notes:	
			Supplier Notes:	
3	1	EA	Monthly Cleaning Fee - Building A16 BID PER MONTH FEE ONLY!	\$275.00
			Item Notes:	
			Supplier Notes:	
4	1	EA	Monthly Cleaning Fee - Building A17 BID PER MONTH FEE ONLY!	\$130.00
			Item Notes:	
			Supplier Notes:	
5	1	EA	Monthly Cleaning Fee - Building A18 BID PER MONTH FEE ONLY!	\$90.00
			Item Notes:	
			Supplier Notes:	
6	1	EA	Monthly Cleaning Fee - Building A22 BID PER MONTH FEE ONLY!	\$280.00
			Item Notes:	
			Supplier Notes:	
7	1	EA	Monthly Cleaning Fee - Building A25 BID PER MONTH FEE ONLY!	\$375.00
			Item Notes:	
			Supplier Notes:	
				Response Total: \$1,400.00



SPECIFICATIONS
CLEANING SERVICES - WASTEWATER FACILITIES
7000 N. 70th STREET and 2400 THERESA STREET, LINCOLN, NE
QUOTE NO. 3495

1. **SUPPLEMENTAL INSTRUCTIONS**
 - 1.1 It is the intent of this specification to describe the requirements for cleaning services for the City of Lincoln Wastewater Treatment Facilities.
 - 1.1.1 Offices are located at 2400 Theresa Street and 7000 N. 70th Street, Lincoln, NE.
 - 1.1.2 A total of 7 buildings will be cleaned at both locations.
 - 1.1.2.1 Five (5) buildings at 2400 Theresa Street.
 - 1.1.2.2 Two (2) buildings at 7000 N. 70th Street.
 - 1.2 The cleaning service shall include all labor, materials, machines, appliances 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.

2. **CONTRACT PERIOD**
 - 2.1 Janitorial services will be for one (1) year, with the option to renew for an additional (3) three, (1) one year terms.
 - 2.2 Services will begin upon execution of a contract by both parties.
 - 2.3 The first sixty (60) days of the contract period shall be a probation period.

3. **CONTRACTOR'S EMPLOYEES**
 - 3.1 Contractor shall employ only trained, qualified employees.
 - 3.2 The number of employees required shall be determined by the contractor, as many as are deemed necessary to perform the work.
 - 3.3 The employees will be subject to the direction of the contractor at all times.
 - 3.3.1 Contractor must require the employees to comply with all instructions pertaining to conduct and building regulations.
 - 3.3.2 Contractor will be responsible for all acts of the employees.
 - 3.4 Contractor must provide to the City Agent a list of employees who will be performing work at the facility.
 - 3.4.1 The Contractor shall keep current this list as employees change.
 - 3.4.2 Contractor must provide all employees with proper identification to permit authorized entry into the facility.
 - 3.4.3 The City Agent shall have authority to refuse any employee entry into the facility.
 - 3.4.4 The City Agent may conduct security background checks on any of the contractor's employees at any time during the contract period.
 - 3.5 Only contractor employees are allowed at the facility to perform their duties.

4.

CONTRACT ADMINISTRATION

- 4.1 Contractor shall furnish all labor, equipment and supplies for the care and cleaning of the facility.
 - 4.1.1 Equipment and supplies used by the contractor may be subject to approval by the City.
 - 4.1.2 The following is a list of supplies and equipment to be furnished by the Contractor in the completion of duties outlined in this specification, including, but not limited to:
 - 4.1.2.1 Soaps
 - 4.1.2.2 Waxes
 - 4.1.2.3 Disinfectant
 - 4.1.2.4 Cleaning Machines as needed
 - 4.1.2.5 Buckets
 - 4.1.2.6 Mops
 - 4.1.2.7 Chemicals for cleaning
 - 4.1.2.8 Applicators
 - 4.1.2.9 Rags
 - 4.1.3 The following is a list of supplies to be furnished by the City, but to be responsibly administered by the contractor:
 - 4.1.3.1 Paper towels
 - 4.1.3.2 Urinal screens and deodorizers
 - 4.1.3.3 Wastebasket liners
 - 4.1.3.4 Hand soap
 - 4.1.3.5 Toilet tissue
 - 4.1.4 The City will provide contractor with adequate area to store their equipment and supplies.
 - 4.1.4.1 Such storage area shall be maintained in a neat and orderly manner by the Contractor.
 - 4.1.5 Contractor shall properly dispose of all used chemicals, containers and supplies in strict accordance with all OSHA and EPA standards and all local requirements.
- 4.2 Contractor shall advise City Agent of low inventory items for City-provided supplies.
- 4.3 Rooms are to be secured upon completion of work as before they were entered.
- 4.4 Contractor shall perform emergency clean-up work made necessary by floods, leaks and similar occurrences.
 - 3.4.1 Contractor must be available to provide such emergency services on a 24-hour/day call-out basis.
 - 4.4.2 The additional hourly cost for such emergency work shall be indicated in the Attribute section of the ebid.

5.

TERMINATION OF CONTRACT

- 5.1 The City may terminate the contract at any time should funds not be appropriate for the continuance of the contract.
 - 5.1.1 The City will give the contractor fourteen (14) days written notice of termination for lack of appropriated funds.
- 5.2 For Cause:
 - 5.2.1 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.
 - 5.2.2 The contractor shall be given twenty-four (24) hours to correct the cause of complaint.
 - 5.2.3 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.
- 5.3 For Convenience:
 - 5.3.1 The City may terminate this contract at any time with a 30 day written

notice of it's intent to do so.

6. **SITE VISITATION**
 - 6.1 A prebid meeting will be held on Tuesday, May 17, 2011 at 9:30am at the Theresa Street Facility - 2400 Theresa Street Lincoln, NE, with a tour of the 7000 N. 70th Street Facility following.
 - 6.2 All vendors are strongly encouraged to attend this meeting in order to view all areas at both locations that require cleaning.
 - 6.3 No other day or time for a site visit will be allowed throughout the bidding process.

7. **CONTRACT, BOND, AND INSURANCE**
 - 7.1 Within five (5) calendar days after bid award, the successful bidder must execute a written contract between the bidder and the City, which contract will incorporate the Specification Document, accepted proposal and be on contract forms provided by City.
 - 7.2 Also, within such time period, the successful bidder must furnish evidence of insurance in accordance with the attached "Insurance Clause to be used for All City Contracts".

8. **TERMS OF PAYMENT**
 - 8.1 Contractor will be paid on a regular monthly basis for all work performed in accordance with the contract documents and properly invoiced to the County.
 - 8.2 The City's normal terms of payment are thirty (30) days after work has been performed and after receipt of invoice..

10. **ACCESS AND PARKING**
 - 10.1 The contractor shall park all vehicles in an area as designed by the City Agent.
 - 10.2 Access to the location shall be gained as directed by the City Agent.
 - 10.3 Only employees of the contractor with proper identification actually performing contract work are permitted access to the facilities.

11. **LICENSES**
 - 11.1 Contractor shall secure all license and/or certificates that may be required for the performance of the contract.
 - 11.2 All associated costs shall be born by the contractor.

12. **BIDDING REQUIREMENTS**
 - 12.1 Bids shall be based on the contractor's monthly charge for each facility for janitorial services performed in accordance with the Specification Document.
 - 12.1.1 The ebid Line Items shall state the monthly charge applicable for all years of the agreement, subject to renewal options.
 - 12.1.2 Cost adjustments may be permitted upon request by Vendor with prior approval by City and justification of such increase is considered valid by the City.
 - 12.1.2.1 Allowances will be made by the City should there be a substantial change in the nature of work involved caused by building remodel, etc.
 - 12.1.2.2 Such charge adjustments must be in the form of written addenda.
 - 12.2 Bidders shall attach the following information on Company Letterhead in the Response Attachments section of the ebid:
 - 12.2.1 The name, telephone number and address of the bidder's agent who will be responsible for contract performance and administration.
 - 12.2.2 A listing of number of employees, equipment and supplies to be used.
 - 12.2.3 A statement outlining the contractor's quality control procedures for the performance of the contract.
 - 12.2.4 A reference list, including not less than three(3) existing and prior contracts of the size and scope of the requirements of this specification

document, including:

- 12.2.4.1 Customer name and address
- 12.2.4.2 Sizes of locations(s) in square feet
- 12.2.4.3 Frequency of service

13.

CONTRACT AWARD

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

WORK REQUIREMENTS

1. LOCATION AND SPACE

- 1.1 2400 Theresa Street - Lincoln, NE
 - 1.1.1 Buildings requiring cleaning services are:
A16, A17, A18, A22 and A25.
- 1.2 7000 No. 70th Street - Lincoln, NE
 - 1.2.1 Buildings requiring cleaning services are: B1 and B11

2. CITY AGENTS

- 2.1 Steve Crisler or his designated representative. 2400 Theresa Street - 441-7966.
- 2.2 Bill Ebers or his designated representative. 7000 N. 70th Street - 441-7168

3. FREQUENCY OF SERVICE

- 3.1 Five (5) days per week, Monday through Friday, except for official holidays observed by the City for all buildings.
- 3.2 Services may generally be performed during the hours of 5:00 p.m. - 10:00 p.m.
 - 3.2.1 Awarded Contractor may request a time that is not during the week or between 5:00 pm and 10:00 pm.
 - 3.2.2 Such request must be approved by the City Agent at each location.

4. WORK REQUIREMENTS

- 4.1 Plumbing fixtures and dispenser cleaning
 - 4.1.1 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.
 - 4.1.1.2 Cleaned daily.
- 4.2 Sweeping
 - 4.2.1 Properly swept floor is free of dirt, dust, grit, lint, and debris, except imbedded dirt and grit. Corner and edges shall also be clean.
 - 4.2.1.1 Area involved: all hard surface floors including entry ways.
 - 4.2.1.2 Cleaned daily.
- 4.3 Trash removal
 - 4.3.1 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.
 - 4.3.1.1 Areas involved: all waste receptacles.
 - 4.3.1.2 Cleaned daily.
- 4.4 Vacuum
 - 4.4.1 Properly vacuumed floor is free of all dirt, dust, grit, lint and debris. Corners and edges shall also be cleaned.
 - 4.4.1.1 Area involved: all carpeted surfaces including entry mats.
 - 4.4.1.2 Cleaned daily.
- 4.5 Metal Cleaning
 - 4.5.1 All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. Cleaner is to be removed form adjacent surfaces.
 - 4.5.1.1 Area involved: all restrooms and sink fixtures.
 - 4.5.1.2 Cleaned daily.

- 4.6 Spot Cleaning
 - 4.6.1 A surface adequately spot cleaned is free of all stains, deposits, and is substantially free of cleaning marks.
 - 4.6.1.1 Area involved: any soiled area.
 - 4.6.1.2 Cleaned as needed.
- 4.7 Entry Window Cleaning
 - 4.7.1 Glass surface shall be free of finger prints, film, streaks, and tape with a uniformly clear appearance.
 - 4.7.1.1 Area involved: entry doors and side glass panels.
 - 4.7.1.2 Cleaned daily.
- 4.8 Dusting
 - 4.8.1 A properly dusted surface is free of all dirt and dust streaks, lint, and cobwebs.
 - 4.8.1.1 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.
 - 4.8.1.2 Cleaned monthly.
- 4.9 Damp Mopping
 - 4.9.1 A satisfactorily damp mopped floor is without dirt, dust, marks, film, streaks, debris, or standing water.
 - 4.9.1.1 Area involved: all hard surface floors, including entry ways.
 - 4.9.1.2 Cleaned daily.
- 4.10 Scrubbing
 - 4.10.1 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.
 - 4.10.1.1 Area involved: all hard surface floors.
 - 4.10.1.2 Cleaned daily
- 4.11 Buffing of finished floor surfaces
 - 4.11.1 All finished floors will be buffed for maximum gloss, removal of surface dirt, and a uniform appearance.
 - 4.11.1.1 Area involved: all finished hard surface floors.
 - 4.11.1.2 Cleaned as needed if conditions warrant.
- 4.12 Carpet Cleaning
 - 4.12.1 Periodic cleaning of carpets, shall be accomplished by steam cleaning or other methods in use.
 - 4.12.1.1 Area involved: All carpet floor surfaces.
 - 4.12.1.2 Cleaned at least twice annually, spot cleaning as necessary. First complete cleaning not due for at least 6 months or upon notification by City representative or designee.
- 4.13 Light Fixture/Vent Cleaning
 - 4.13.1 Fixtures/vents shall be washed free of dirt and dust streaks, lint, and cobwebs.
 - 4.13.1.1 Area involved: All light fixtures and ceiling vents.
 - 4.13.1.2 Cleaned at least once annually.
- 4.14 Vacuum/Cleaning of Blinds
 - 4.14.1 Blinds shall be vacuumed free of dust and dirt streaks, lint and cobwebs. Spot clean any fabric blinds as necessary.
 - 4.14.1.1 Area involved: all vertical blinds.
 - 4.14.1.2 Cleaned at least once annually.
- 4.15 Exterior Window Cleaning
 - 4.15.1 All exterior windows to be cleaned inside and out.
 - 4.15.1.1 Area involved: all glass surfaces and windows.

- 4.15.1.2 Cleaned twice annually, once in the fall and spring.
- 4.16 Interior Window Cleaning
 - 4.16.1 All interior windows into offices and interior office doors with windows to be cleaned.
 - 4.16.1.1 Area involved: all interior windows into offices plus all interior doors with windows.
 - 4.16.1.2 Cleaned once a week.
- 4.17 Bathroom Tile
 - 4.17.1 Wiping down the tile in the bathrooms.
 - 4.17.1.1 Area involved: all bathrooms.
 - 4.17.1.2 Cleaned as needed.
- 4.18 Washing Walls
 - 4.18.1 Spot cleaning all painted walls
 - 4.18.1.1 Area involved: Breakroom and Bathroom
 - 4.18.1.2 Cleaned as needed.
- 4.19 Clean and Sanitize/Disinfect Equipment
 - 4.19.1 Clean and sanitize/disinfect areas in office, bathroom and kitchen.
 - 4.19.1.1 Area involved: Office Telephones, kitchen counters and equipment, bathroom surfaces.
 - 4.19.1.2 Cleaned daily through flu season.
- 4.20 NO CLEANING OF COUNTERTOPS IN LAB!

Approximate Space: The estimate square footage for cleaning purposes is as follows:

Total Space for structures at the **Theresa St Plant** : 11632 ft2
 Total Space for structures at the **Northeast Plant** : 2685 ft2

A-25/Administration Building	Structure Total :	<u>4622</u>
<u>Carpeted Surfaces</u>		
Total of 11 offices, 5 cubicles office areas and connecting hallways.	1850	
Training Room	1000	
Planning Room	150	
North Entry, West entry and hallway	650	
Conference Room	336	
Copier/Mail Room	66	
	<i>Carpet Total:</i>	4052
<u>Tiled Surfaces</u>		
Lunchroom	180	
	<i>Tiled Surface Total:</i>	180
<u>Ceramic Tiled Surface</u>		
Men's Restroom	150	
Women's Restroom	150	
Mud Room	90	
	<i>Ceramic Total:</i>	390
<hr/>		
A-17 / Laboratory	Structure Total :	<u>1830</u>
<u>Ceramic Tiled Surface</u>		
Lunch room	150	
Men's Restroom	70	
Women's Restroom	50	
Work Areas, hallways	1400	
Offices (2)	160	
	<i>Ceramic Total:</i>	1830
<hr/>		
A-16 / Operations Center Building	Structure Total :	<u>2315</u>
<u>Carpeted Surfaces</u>		
Operations Center Office	250	
SCADA Office, hallway	388	
Maintenance Offices, hallway	445	
	<i>Carpet Total:</i>	1083
<u>Tiled Surfaces</u>		
Lunch room	230	
Men's Restroom (2nd floor) (2)	50	
Entrances and 2 flights of stairs (2nd floor)	205	
	<i>Tiled Surface Total:</i>	485
<u>Ceramic Tiled Surface</u>		
Men's Restroom/Locker room	427	
Women's Restroom	150	
Entrance/Elevator	170	
	<i>Ceramic Total:</i>	747

Approximate Space: The estimate square footage for cleaning purposes is as follows:

Total Space for structures at the **Theresa Street Plant :**

A-18/Maintenance Shop Building	Structure Total :	<u>835</u>
<u>Tiled Surfaces</u>		
Lunch Room	275	
Maintenance Office (upper level)	240	
Electricians Offices (2)	200	
	<i>Tiled Surface Total:</i>	<i>715</i>
<u>Ceramic Tiled Surface</u>		
Men's Restroom	120	
	<i>Ceramic Total:</i>	<i>120</i>
<hr/>		
A-22 Collection Building	Structure Total :	<u>2030</u>
<u>Carpeted Surfaces</u>		
TV Office	55	
	<i>Carpet Total:</i>	<i>55</i>
<u>Tiled Surfaces</u>		
Lunch Room	350	
Men's Restroom (Paint and Ceramic Combo)	375	
Women's Restroom	120	
Entrances	130	
Collection Office	180	
TV Area	520	
	<i>Tiled Surface Total:</i>	<i>1675</i>
A-22 Sanitary Engineering Section		
<u>Tiled Surfaces</u>		
Sample	300	
	<i>Tiled Surface Total:</i>	<i>300</i>
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Total Space for structures at the **Northeast Plant :** **2685**

B-1 Control Building		
<u>Carpeted Surfaces</u> (3 Offices)	<i>Carpet Total:</i>	<i>722</i>
<u>Ceramic Tiled Surface</u>	<i>Ceramic Total:</i>	<i>602</i>
<u>Tiled Surfaces</u>	<i>Tiled Surface Total:</i>	<i>1117</i>
(Includes 2 restroom/shower rooms)	Total:	2441
B-11 Maint. Shop		
<u>Tiled Surfaces</u>		
Office	144	
Men's Restroom	100	
(Once a week shop office & restroom)	Total:	244

Addendum #1
for
CLEANING SERVICES - WASTEWATER FACILITIES
Quote 3495

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

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

Q -1) What is the pricing on the current contract?

A -1) Building B1	\$235.60/mth
Building B11	\$ 25.60/mth
Building A16	\$287.34/mth
Building A17	\$138.99/mth
Building A18	\$ 94.53/mth
Building A22	\$285.22/mth
Building A25	\$383.57/mth

All other terms and conditions shall remain unchanged.

Dated this 17th of May, 2011.

Sharon Mulder,
Assistant Purchasing Agent

Addendum #2
for
CLEANING SERVICES - WASTEWATER FACILITIES
Quote 3495

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

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

Q -1) Can you confirm the cleaning requirements for 5 times a week for building B-11? The specifications mention once a week and during pre-bid it was changed to 5 times a week.

A -1) The correct times per week for cleaning building B-11 is five (5).

Q -2) There is a discrepancy between the specs and the bid system regarding a performance bond. The bid system calls for a 100% performance bond and the specs section 7 don't mention anything at all about a bond. Am I missing it?

A -2) There was a discrepancy between specifications section 7 and the bid attribute; whereas the specifications failed to include performance bond information. Performance bond has been corrected to the amount equal to the sum of two (2) monthly charges.

All other terms and conditions shall remain unchanged.

Dated this 17th of May, 2011.

Sharon Mulder,
Assistant Purchasing Agent