

**AMENDMENT TO CONTRACT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR CLEANING SERVICES
PARKS ADMINISTRATION OFFICE
QUOTE NO. 3626
PRICE INCREASE**

This Amendment is hereby entered into by and between Lincoln Janitorial Services, Inc., dba CleanMax, 1438 So. 1st, #4, Lincoln, NE 68502 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending the Contract dated September 19, 2011, under D.O. No. 06429, (the "Contract"), for the **Annual Requirements for Cleaning Services, Parks Administration Office, Quote No. 3626**, which is made a part hereof by this reference.

WHEREAS, the Parties wish to amend the Contract with a \$50.00 per month price increase, per Attachment A. The additional cost will increase the total contract amount by \$300.00 to \$6,300.00.

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

- 1) The Parties wish to amend the Contract with a \$50.00 per month price increase, per Attachment A. The additional cost will increase the total contract amount by \$300.00 to \$6,300.00.
- 2) 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>12</u> day
of <u>March</u> 2015

_____ Parks & Recreation Director

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: (Please Print)	
By: (Please Print)	Zia a Hossaini
Title: (Please Print)	pres. #4
Company Address: (Please Print)	1438 S. 1 st Street Lyn, NO 68802
Company Phone & Fax: (Please Print)	402 4758000 - 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: (Please Print)	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

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR CLEANING SERVICES
PARKS ADMINISTRATION OFFICE
QUOTE 3626
THIRD RENEWAL**

11655

This Amendment is hereby entered into by and between Lincoln Janitorial Services, Inc., dba CleanMax, 1438 So. 1st, #4, Lincoln, NE 68502 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated September 19, 2011, under D. O. No. 06429, (the "Agreement"), for **The Annual Requirements for Cleaning Services, Parks Administration Office, Quote No. 3626**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is September 20, 2011 thru September 19, 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 September 20, 2012 thru September 19, 2013,

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from September 20, 2013 thru September 19, 2014,

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning September 20, 2014 thru September 19, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$6,000.00 without prior approval by the City of Lincoln.

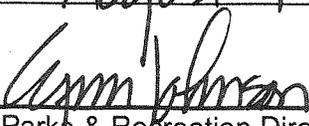
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The contract shall be renewed for an additional one (1) year term beginning September 20, 2014 thru September 19, 2015.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$6,000.00 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>7</u> day
of <u>August</u> , 2014
 _____ Parks & Recreation Director

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: (Please Print)	Zia Hossaini
By: (Please Print)	
Title: (Please Print)	Pres.
Company Address: (Please Print)	1438 S 1 ST ST. Ln, NE 68502
Company Phone & Fax: (Please Print)	402 475 8000 402 475 8001
E-Mail Address: (Please Print)	cleanmax@windstream.net
Date: (Please Print)	7/28/14
Contact Person for: "Orders or Service" (Please Print)	Zia Hossaini
Phone Number: (Please Print)	402 475 - 8000

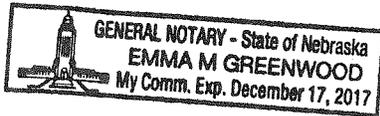
Zia A Hossaini

Zia A HOSSAINI

Nebraska
Lancaster county

Sworn and Subscribed before me this 28 day of July 2015
by Zia A Hossaini.

Emma Greenwood



AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR CLEANING SERVICES
PARKS ADMINISTRATION OFFICE
QUOTE 3626
SECOND RENEWAL

09791

This Amendment is hereby entered into on this 16 day of August, 2013 by and between Lincoln Janitorial Services, Inc., dba CleanMax, 603 Van Dorn Street, Lincoln, NE 68502 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated September 19, 2011, under D. O. No. 06429, (the "Agreement"), for The Annual Requirements for Cleaning Services, Parks Administration Office, Quote No. 3626, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is September 20, 2011 thru September 19, 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 September 20, 2012 thru September 19, 2013,

WHEREAS, the parties wish to extend the agreement for an additional one (1) year term beginning September 20, 2013 thru September 19, 2014; and

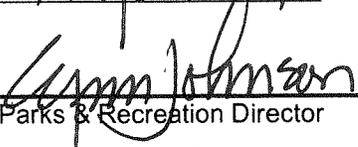
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from September 20, 2013 thru September 19, 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 <u>13</u> day
of <u>August</u> , 2013
 _____ Parks & Recreation 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)	<u>Cleanmax</u>
By: (PLEASE PRINT)	<u>Zia a Hossaini</u>
By: (PLEASE SIGN)	
Title:	<u>Pres.</u>
Company Address: (PLEASE PRINT)	<u>603 Van Dorn Ln NE 68502</u>
Company Phone & Fax: (PLEASE PRINT)	<u>402-475-8000 - 402 4758001</u>
E-Mail Address: (PLEASE PRINT)	<u>Cleanmax@windstream.net</u>
Date: (PLEASE PRINT)	<u>7/24/13</u>

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR CLEANING SERVICES
QUOTE NO. 3626
FIRST RENEWAL**

This Amendment is hereby entered into on this ____ day of _____, 2012 by and between Lincoln Janitorial Service, Inc., dba CleanMax, 603 Van Dorn Street, Lincoln, NE 68502 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated September 19, 2011, under D. O. No. 06429, (the "Agreement"), for The Annual Requirements for Cleaning Services, Quote No. 3626, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is September 20, 2011 thru September 19, 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 September 20, 2012 thru September 19, 2013; and

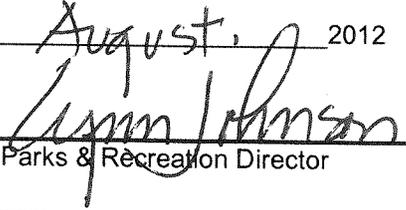
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from September 20, 2012 thru September 19, 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>17</u> day
of <u>August</u> , 2012

Parks & Recreation Director

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

Executed this ____ day of _____, 2012

Company Name: (PLEASE PRINT)	Lincoln Janitorial Services, Inc.
By: (PLEASE PRINT)	Zia Hossaini
By: (PLEASE SIGN)	
Title:	President
Company Address: (PLEASE PRINT)	603 Van Dorn Lincoln, NE 68502
Company Phone & Fax: (PLEASE PRINT)	402-475-8000 / 402-475-8001
E-Mail Address: (PLEASE PRINT)	cleanmax@windstream.net

11090008

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
Cleaning Services -
Parks Administration Office
Bid No. 3626**

**CleanMax
603 Van Dorn St.
Lincoln, NE 68502
402-475-8000**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2011, by and between CleanMax, 603 Van Dorn St., Lincoln, NE 68502, 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 - Parks Administration Office, Bid No. 3626** 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 Item 1 of the 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 for a total of \$6,000.

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 to renew for three (3) additional one (1) year terms upon written agreement by all parties.
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. Bonding
 6. Specifications
 7. Addendums No. 1 and 2
 8. Special Provisions, if applicable
 9. 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

CITY OF LINCOLN, NEBRASKA

Kevin Johnson

Director, Parks & Recreation

Approved by Directorial Order _____

dated

9/20/11

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

Lincoln Janitorial Service, Inc.

Name of Corporation

dba cleanmax

603 Van Dorn Lincoln, NE

(Address)

68502

By: *Ziaa Hossain*

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

COMMENTARY TO ACCOMPANY BONDS

A. GENERAL INFORMATION

Bonds are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

The Performance Bond is an instrument that is used to assure the availability of funds to complete the project.

The objective underlying the re-writing of bond forms is to make it more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond form provides helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Performance Bond.

Normally the amount of the bond is 100 percent of the contract amount.

B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond form is prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bond.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

CleanMax
603 Van Dorn St.
Lincoln, NE 68502

SURETY (Name and Principal
Place of Business):

Owner (Name and Address):

City of Lincoln
555 South 10th St.
Lincoln, NE 68508

*see cashiers
check*

CONTRACT

Date: **09/02/11**
Amount: **\$1,000.00**

Description (Name and Location):

**For all labor, material and equipment necessary for Cleaning Services - Parks Administration Office,
Bid No. 3626**

BOND

Date: **09/02/11**
Amount: **\$1,000.00**

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)
CleanMax
603 Van Dorn St.
Lincoln, NE 68502

SURETY

Company: (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

EJCDC NO. 1910-28a (1984 Edition)
Prepared through the joint efforts of The Surety Assoc. of America, Engineers' Joint Contract Documents Committee, The
Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a contractor selected to perform the Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract, or
 - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors: or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefore to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
 - 12.2 Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

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	Contact	Name of person submitting this bid:	Zia Hossaini
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	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
7	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
8	Electronic Signature	Please check here for your electronic signature.	Yes
9	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
10	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	Cleaning Services for the Parks and Recreation Administrative Offices, located at 2740 "A" Street	\$500.00
Item Notes: Bid on a per month price				
Supplier Notes: Monthly Price				
<hr/>				
2	1	Hour	Additional Services: Steam Cleaning Carpets	\$70.00
Item Notes: Bid price per hour				
Supplier Notes: including all supplies per hour				
<hr/>				
3	1	Hour	Additional Services: Refinish vinyl tile floors upon request	\$80.00
Item Notes: Bid price per hour				
Supplier Notes: including all supplies per hour				
<hr/>				
4	1	EA	Additional Services: Clean Exterior Windows, inside and out upon request	\$0.00
Item Notes: Bid price per hour				
Supplier Notes: including all supplies per hour				
<hr/>				
Response Total:				\$650.00
<hr/>				

SPECIFICATIONS
CLEANING SERVICES - PARKS & REC, FOUNDATION BUILDING
2740 "A" STREET, LINCOLN, NE
QUOTE NO. 3626

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 It is the intent of this specification to describe the requirements for cleaning for the City of Lincoln Parks & Recreation Foundation Building.
 - 1.1.1 Office is located at 2740 "A" 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 The initial contract term shall be one (1) year from the date of execution with the option to renew for three (3) additional one (1) year terms upon written agreement by all parties.
- 2.2 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.
 - 4.4.1 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 Monday, August May 22, 2011 at 10:30 AM at 2740 "A Street.
- 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.
- 8.3 All invoices must be sent within ten (10) days of service.

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.

10. LICENSES

- 10.1 Contractor shall secure all license and/or certificates that may be required for the performance of the contract.
- 10.2 All associated costs shall be born by the contractor.

11. BIDDING REQUIREMENTS

- 11.1 Bids shall be based on the contractor's monthly charge for each facility for janitorial services performed in accordance with the Specification Document.
- 11.1.1 The ebid Line Items shall state the monthly charge applicable for all years of the agreement, subject to renewal options.
- 11.1.2 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.
- 11.1.2.1 Allowances will be made by the City should there be a substantial change in the nature of work involved caused by building remodel, etc.
- 11.1.2.2 Such charge adjustments must be in the form of written addenda.
- 11.2 Bidders shall attach the following information on Company Letterhead in the Response Attachments section of the ebid:
- 11.2.1 The name, telephone number and address of the bidder's agent who will be responsible for contract performance and administration.
- 11.2.2 A listing of number of employees, equipment and supplies to be used.
- 11.2.3 A statement outlining the contractor's quality control procedures for the performance of the contract.
- 11.2.4 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:
- 11.2.4.1 Customer name and address
- 11.2.4.2 Sizes of locations(s) in square feet
- 11.2.4.3 Frequency of service

12. CONTRACT AWARD

- 12.1 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 2740 "A" Street - Lincoln, NE

2. CITY AGENT

2.1 Roger Drommond or his designated representative at 402-441-7955.

3. FREQUENCY OF SERVICE

3.1 Three (3) days per week, Monday, Wednesday, and 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. - 12:00 a.m.

3.2.1 Awarded Contractor may request a time that is not during the week or between 5:00 pm and 12:00 am.

3.2.2 Such request must be approved by the City Agent.

4. ENTRANCE

4.1 Empty all trash receptacles and remove trash to a collection point, replacing dirty liners as needed.

4.2 Clean glass entry doors and windows.

4.3 Mop hard surface floors wall to wall.

4.4 Clean and sanitize drinking fountains and sinks.

5. OFFICES/CUBICLES

5.1 Empty trash receptacles and replace liners as needed.

5.2 Spray and wipe accessible horizontal surfaces of desks, credenzas, tables, etc.

5.3 Disinfect phones and ear pieces.

5.3 Spot clean fingerprints and smudges from partition glass and walls.

5.4 Thoroughly feather dust all horizontal surfaces of office furniture, including desks, computer monitors, tables, upholstered furniture, file cabinets, windowsills, wall hangings, etc.

5.5 Vacuum all carpet areas wall to wall.

5.6 High dusting of air vents, tops of doors, doorframes, ceiling corners, and edges, etc.

6. RESTROOMS

6.1 Empty trash receptacles and replace liners as needed.

6.2 Empty sanitary napkin receptacle and spray with disinfectant.

6.3 Disinfect door handles, partition handles and light switches.

6.4 Clean all dispensers, mirrors and fixtures.

6.5 Clean and disinfect sinks, toilets, toilet seats and urinals.

6.6 Spot clean walls to remove smudges and graffiti.

6.7 Restock all paper products and hand soap.

6.8 Sweep and mop floor with disinfectant.

6.9 Clean and sanitize walls around toilets and urinals.

7. BREAK AREA

7.1 Empty trash receptacles and replace liners as needed.

7.2 Spot wipe areas with spills or smudges.

7.3 Damp wipe tables and chairs.

7.4 Spray and wipe sink, counter, and microwave.

7.5 Vacuum all carpet areas wall to wall.

8. CONFERENCE ROOMS

8.1 Empty trash receptacles and replace liners as needed.

8.2 Damp wipe and sanitize tables.

8.3 Vacuum all carpet areas wall to wall.

8.4 Wipe off counter and sink.

9. **ADDITIONAL SERVICES**

9.1 Steam clean carpet upon request.

9.2 Refinish vinyl tile floors upon request.

9.3 Clean exterior windows, inside and out, upon request.

Addendum #1
for
Cleaning Services - Parks & Rec Administrative Office
Quote 3626

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.

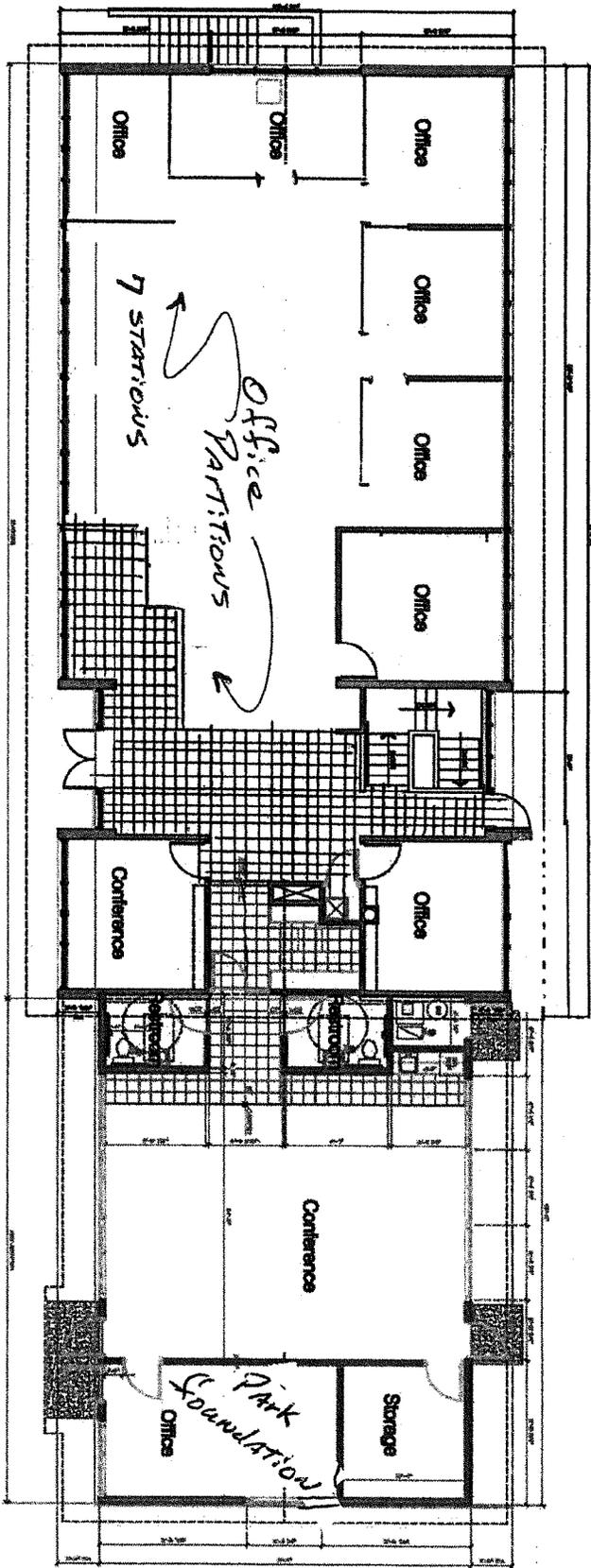
Be advised of the following changes and clarifications to the City's specification and bidding documents:

1. Level 1 and 2 floor plans of the Lincoln Parks & Recreation Administrative Offices has been added to the quote.
2. Under Work Requirements, Section 5; 5.4 and 5.6 will be done weekly; otherwise everything else is three times a week.

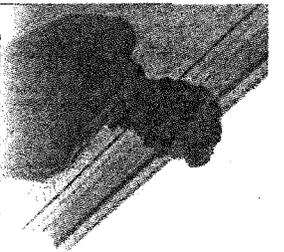
All other terms and conditions shall remain unchanged.

Dated this 22th day of August, 2011.

Sharon Mulder
Assistant Purchasing Agent



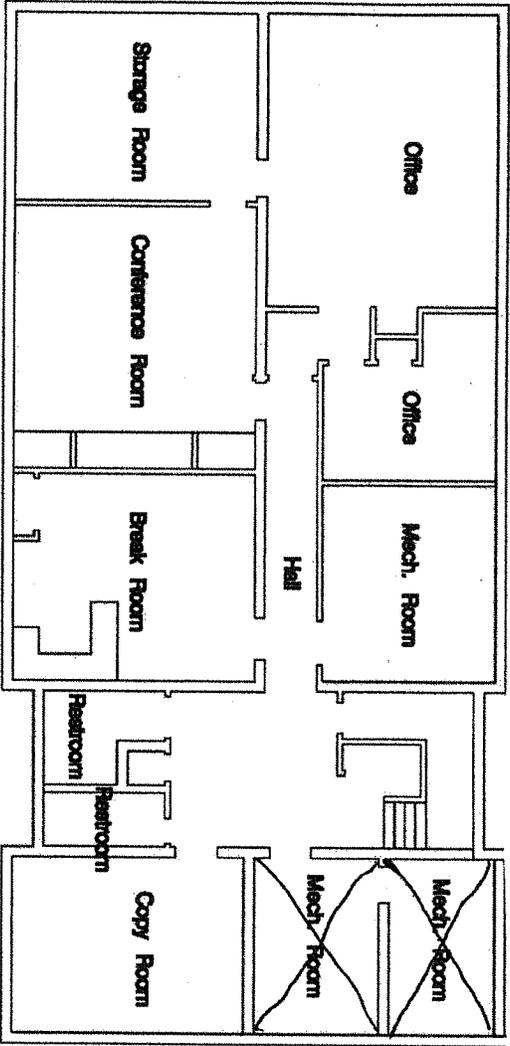
Level 1 Floor Plan - Parks & Rec. Office (+/- 4100 sq. ft.)



CITY OF LINCOLN
lincoln.ne.gov

Roger Drommond
SUPERVISOR
Carpentry Maintenance/Heavy Equipment
Lincoln Parks & Recreation
240 South 21st Street
Lincoln, NE 68510
402/441-7955 / fax: 402/441-7020
cell: 402/440-5500
rdrommond@lincoln.ne.gov

LINCOLN
The Community of Opportunity



Level 2 Floor Plan - Parks & Rec. Offices (+/- 2800 sq. ft.)

Addendum #~~1~~ 2
for
Cleaning Services - Parks & Rec Administrative Office
Quote 3626

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:

1. Added an additional three (3) line items to cover the additional services of steam cleaning carpets, refinish vinyl tile floors, and clean exterior windows inside and out.

All other terms and conditions shall remain unchanged.

Dated this 23th day of August, 2011.

Sharon Mulder
Assistant Purchasing Agent