

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
UNIFORM CLEANING
QUOTE NO. 4850**

**Dry Clean City
5600 S. 59th St., Suite 107
Lincoln, NE 68516
402.617.6276**

**LANCASTER COUNTY
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between Dry Clean City, 5600 S. 59th St, Suite 107, Lincoln, NE 68516, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

WHEREAS, the County 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 Annual Requirements for Uniform Cleaning, Quote No. 4850 and,

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

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

Agreement to full proposal.

2. The County 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 County:

The County 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. The County shall order on an as- needed basis for the duration of the contract. The total cost of products or services for County agencies shall not exceed \$50,000.00 during the contract term without approval by the Board of Commissioners.

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 County 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 County 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 County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County'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 four (4) year term.
8. Assignment. Contractor shall not assign its duties and responsibilities under this Agreement without the express written permission of the County.
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Supplier Response
 3. References
 4. Specifications
 5. Special Provisions
 6. Instructions to Bidders
 7. Insurance Requirements

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.

This Agreement contains the complete and entire Agreement between the parties and may not be altered or amended except in writing executed, making specific references to this Agreement, by a duly authorized officer of the Contractor and by a duly authorized official of the County.

The Contractor and the Owners 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 Owners do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of Lancaster, Nebraska

[Signature]
County Law

[Signature]
[Signature]
[Signature]
[Signature]
dated 8/12/14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Name of Corporation

(Address)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Dry Clean City
Name of Organization

Dry Cleanma
Type of Organization

5600 S. 59th St. Suite #107
(Address) Lincoln NE 68516

By: [Signature]
Member

By: Kim-Yen Cao
Member

IF AN INDIVIDUAL:

Kim-Yen Cao
Name

5600 S. 59th St. Suite 107 Lincoln NE
Address 68516

[Signature]
Signature

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

Bid Information		Contact Information		Ship to Information
Bid Creator	Shelly Hinze, Buyer	Address	Purchasing\City & County	Address
Email	rhinze@lincoln.ne.gov		440 S. 8th St.	
Phone	1 (402) 441-8313		Lincoln, NE 68508	Contact
Fax	1 (402) 441-6513	Contact	Shelly Hinze, Buyer	
Bid Number	4850	Department		Department
Title	Annual Requirements for Uniform Cleaning (Re-Bid)	Building		Building
Bid Type	Quote	Floor/Room		Floor/Room
Issue Date	06/25/2014	Telephone	(402) 441-8313	Telephone
Close Date	7/1/2014 2:00:00 PM CT	Fax	(402) 441-6513	Fax
Need by Date		Email	rhinze@lincoln.ne.gov	Email

Supplier Information

Company Dry Clean City
 Address 5600 S 59th St, Suite 107

 Lincoln, NE 68516
 Contact Kim-Yen Cao
 Department
 Building
 Floor/Room
 Telephone 1 (402) 617-6276
 Fax
 Email kimyen.cao@gmail.com
 Submitted 6/29/2014 11:55:57 PM CT
 Total \$491.60

Signature _____

Supplier Notes

Thank you for the opportunity to continue providing the City of Lincoln quality cleaning services at a low cost.

Bid Notes

Bid Activities

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	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
4	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
5	Specifications	I acknowledge reading and understanding the specifications.	Yes
6	Steam Pressing	List your price for steam pressing per item	\$3.95
7	Hot Head Pressing	List your price for hot head pressing	\$3.95
8	Military Crease	List your cost for Military Creasing an item.	\$3.95
9	Tracking of Items	List your tracking systems that you currently operate that would assist in insuring the correct designation for each uniform.	Gold hangers used for Sheriff's. White hangers for Correction's. Each uniform is individually bagged and sort by last name.
10	References	List three (3) references that are current to your business. References shall include a contact person, address, telephone number and a listing of the type of work completed for them.	Y
11	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
12	Renewal is an Option	Contract Extension Renewal is an option.	Yes
13	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	No to (a), Yes to (b), C- prices will remain firm through 1st and 2nd year of contract
14	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
15	Contact	Name of person submitting this bid:	Kim-Yen Cao (402-617-6276) cell or (402- 328-8444) work
16	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	20	EA	Monthly Laundering Uniform Pants/Slacks Warm/Cold and Hung Dry, Pressed or Steamed.	\$3.95
Item Notes: Unit price is for 1 pair of pants/slacks				
Supplier Notes: Price includes delivery and pick up 2 times per week (Tuesday & Friday).				
2	30	EA	Monthly Laundering Uniform Shirts Warm/Cold and Hung Dry, Pressed or Steamed.	\$3.95
Item Notes: Unit price is for 1 shirt				
Supplier Notes: Price includes delivery and pick up 2 times per week (Tuesday & Friday).				
3	8	EA	Monthly Laundering Jackets Warm/Cold and Hung Dry, Pressed or Steamed.	\$7.95
Item Notes: Unit price is for 1 jacket				
Supplier Notes: Price includes delivery and pick up 2 times per week (Tuesday & Friday).				
4	20	EA	Monthly Dry Cleaning of Uniform Shirts	\$3.95
Item Notes: Unit price is for 1 shirt				
Supplier Notes: Price includes delivery and pick up 2 times per week (Tuesday & Friday).				
5	15	EA	Montly Dry Cleaning of Uniform Pants	\$3.95
Item Notes: Unit price is for 1 pant				
Supplier Notes: Price includes delivery and pick up 2 times per week (Tuesday & Friday).				
6	10	EA	Yearly Cleaning of Coats	\$7.95
Item Notes: Unit price is for 1 coat				
Supplier Notes: Price includes delivery and pick up 2 times per week (Tuesday & Friday).				
7	3	EA	Yearly Dry Cleaning of Ties and Hat	\$4.25
Item Notes: Unit price is for 1 tie or hat. If pricing is different list both prices in the supplier notes.				
Supplier Notes: Price includes delivery and pick up 2 times per week (Tuesday & Friday).				
Response Total:				\$491.60

Dry Clean City
5600 S. 59th St. Suite 107
Lincoln NE 68516
402- 328-8444

City of Lincoln/Lancaster County (Lincoln Purchasing)

References for Bid Number 4850-Uniform Cleaning

1. Catholic Chancery-Lincoln Diocese
Sr. Kathryn Maney -Secretary
P O Box 80328
Lincoln NE 68501
402-488-0921
Laundry & Dry Cleaning Services

2. Lincoln Public School
Dr. Ray Lowther-District Choir Director
2911 S. 29th St.
Lincoln NE 68502
402-525-8357 (cell)
402-783-5776 (Home)
Dry Cleaning Services

3. Women Clinic of Lincoln
Tracy Scrow – Business Manager
220 Lyncrest Dr.
Lincoln NE 68510
402-434-3370
Laundry & Dry Cleaning Services

Bid Attributes:

For Mending and Alterations: Hourly rate for mending and alterations is \$15-\$20/hour.

**SPECIFICATIONS
UNIFORM CLEANING AND RELATED SERVICES**

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for Uniform Cleaning and Related Services.
- 1.2 Bid items shall include the entire cost of laundering in cold/warm and hung to dry, pressed, steamed or dry cleaned of each item, pickup and delivery fee and provision of storage bins and racks.
 - 1.2.1 Items shall include but not limited to Pants, Slacks, Shirts, Jackets and Ties.
- 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 Shelly Hinze, Buyer (rhinze@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. TERM

- 2.1 The term of the Contract shall be a four (4) year term from the date of execution by both parties.

3. CLEANING REQUIREMENTS

- 3.1 Items scheduled for cleaning shall be collected at each location and delivered to the designate County agency that request the service.
- 3.2 Contractor must pick up soiled uniforms and deliver all clean uniforms twice a week.
 - 3.2.1 Contractor shall work out the schedule with the designated representative of the department.
- 3.3 All deliveries shall be scheduled for a specific day, or days as agreed to by the Contractor and the Department.
 - 3.3.1 Contractor to provide a uniform count verifying the number of clothing items turned in for cleaning each week.
- 3.4 Contractor will furnish all necessary bags and/or racks for soiled uniforms.
 - 3.4.1 Each department will provide accessible site for placement of bags and racks.
- 3.5 Contractor shall count in and out all uniforms by employee and provide a record of this count to the department representative at the time of pick up and delivery.
 - 3.5.1 Any discrepancy shall be explained to the proper department representative
 - 3.5.2 Bulk pickup and delivery are not acceptable.
- 3.6 Lost or damaged uniforms by the Contractor shall be replaced by the Contractor.
- 3.7 All known and identified stains shall be treated.
 - 3.7.1 If stain cannot be completely removed, the garment shall be tagged and explained properly.
- 3.8 Department shall indicate any known stains that are on the garment before pick-up.
- 3.9 Each department will have it own color-coded hanger.
 - 3.9.1 Gold for Sheriff's
 - 3.9.2 White for Correction's

4. ESTIMATED VOLUME

- 4.1 County Corrections estimate laundering of Cold/Warm items, hung to dry, steamed and/or pressed volume to be as follows:
 - 4.1.1 Pants - 10-20 per month (Tags states DO NOT DRY CLEAN)
 - 4.1.2 Slacks - up to 10 per month
 - 4.1.3 Polo Shirts and Uniform Shirts 100% polyester - up to 30 per month
 - 4.1.4 Jackets, Shell: 98%Polyester, 5% Spandex, Lining: 100% polyester - 2 - 8 per month
- 4.2 County Sheriff estimate dry cleaning volume to be as follows:
 - 4.2.1 Pants - 15 per month
 - 4.2.2 Shirts - 20 per month
 - 4.2.3 Coats - 10 per year
 - 4.2.4 Ties - 3 ties per year
- 4.3 Possible additional items which may require cleaning on an irregular basis may include: cotton or cotton-blend BDU's, blankets, and nylon carrying bags.
- 4.4 On occasion the Contractor may be asked to provide mending or alterations on the uniforms, indicate your charge for these services in the attribute section of the bid.
 - 4.4.1 Alterations shall be billed during the current billing cycle upon completion.

5. TERMINATION FOR CAUSE

- 5.1 If services are found to not be in compliance with the provisions of this agreement; the Owners Agent shall notify the contractor, with follow-up notification in writing, of the complaint for non-compliance.
- 5.2 The contractor shall be given 24 hours to correct the cause of the complaint.
- 5.3 If the Owners Agent issues two (2) written complaints for non-compliance during the contract period, the Owner shall have the right to cancel the contract for services with the contractor.
- 5.4 The Purchasing Agent shall notify the contractor in writing of the cancellation of the contract.
 - 5.4.1 The contract will terminate ten (10) days from the date of mailing of the written notice of cancellation.
 - 5.4.2 In such event, the contractor shall have no liability to the Owner thereunder other than to fully perform such services to the end of said notice period, and the Owner shall have no liability to the contractor except to pay for such services as are actually performed pursuant to the terms of this contract.

6. INVOICES AND BILLING

- 6.1 Invoices shall be sent to department by the 5th of each month.
- 6.2 A detailed separate billing statement shall be sent to each office.
 - 6.2.1 Each statement shall include a spreadsheet with itemized ticket number, number of items(s) cleaned along with the amount charged with each of the drop off dates.
 - 6.2.2 Any alterations made during the billing cycle along with a description of what was done and the amount charges.
- 6.3 If there are any discrepancies to the invoices or billing the department shall notify the proper personnel.

7. DEPARTMENT LOCATIONS FOR PICKUP AND DELIVERY

- 7.1 Justice and Law Enforcement Ctr.
575 South 10th Street

7.2 Lincoln, NE 68508
Lancaster County Corrections
3801 West "O" Street
Lincoln, NE 68528