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CONTRACT DOCUMENTS

CITY OF LINCOLN
NEBRASKA

Annual Requirements
for
Cleaning Services for Lincoln City Libraries
Bid No. 14-237

Hartland Cleaning Services & Associates
5100 N. 57th St.
P.O. Box 81862
Lincoln, NE 68501
402-475-5588

CITY OF LINCOLN
CONTRACT TERMS

THIS CONTRACT, made and entered into by and between **Hartland Cleaning Services & Associates, 5100 N. 57th St., P.O. Box 81862, Lincoln, NE 68501**, 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:

Annual Requirements for Cleaning Services for Lincoln City Libraries, Bid No. 14-237
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 line items 2, 6 and 7 of Contractor's Proposal

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

   The City will pay for products/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 City shall use this service on a monthly basis for the duration of the contract. The cost of this service for the City Libraries shall not exceed $14,000.00, plus any additional emergency cleaning requested during the contract term without City of Lincoln approval.

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. Period of Performance. This Contract shall be effective January 5, 2015 for a one (1) year term with the option to renew for three (3) additional one (1) year term upon agreement of all parties..

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

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached.

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

Library Board President

Approved by:

Approved by Directorial Order 12259

dated 12/16/14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

JJJ & G.b dba Hartland Cleaning
Name of Corporation

5100 N 57th street
(Address)

By:
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

Bid Creator	Sharon R. Mulder Asst Purchasing Agent
Email	smulder@lincoln.ne.gov
Phone	(402) 441-7428
Fax	(402) 441-6513
Bid Number	14-237 Addendum 2
Title	Annual Requirements for Cleaning Services for Lincoln City Libraries
Bid Type	Bid
Issue Date	10/01/2014
Close Date	10/24/2014 12:00:00 PM CT
Need by Date	

Contact Information

Address	Purchasing 440 S. 8th St. Lincoln, NE 68508
Contact	Sharon R. Mulder Asst Purchasing Agent
Department	
Building	
	Suite 200
Floor/Room	
Telephone	(402) 441-7428
Fax	(402) 441-6513
Email	smulder@lincoln.ne.gov

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	Hartland Cleaning Services & Associates
Address	5100 N 57th St P O Box 81862 Lincoln, NE 68501
Contact	Geoffrey Gibbs
Department	
Building	
Floor/Room	
Telephone	usa (402) 475-5588
Fax	usa (402) 475-5589
Email	hlc_geoffrey@hartlandcleaning.biz
Submitted	10/9/2014 9:35:57 AM CT
Total	$10,157.00

Signature Geoffery L. Gibbs

Email hlc_geoffery@windstream.net

Supplier Notes

Bid Notes

Bid Activities

Date	Name	Description
10/7/2014 11:00:00 AM	Pre-bid Meeting	A pre-bid meeting will be held on Tuesday, October 7th at 11:00 a.m. at the Bennett Martin Library located at 136 S. 14th Street. Meet inside the west entrance.

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	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
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Specifications	I acknowledge reading and understanding the specifications.	Yes
7	Contact	Name of person submitting this bid:	Geoffery Gibbs
8	Renewal is an Option	Contract Extenstion Renewal is an option.	Yes
9	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
10	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. (a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	yes
11	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
12	Performing Cleaning Services	How long has your company been performing cleaning services?	1980
13	References	I have attached my References to the Response Attachment section of this bid.	Yes
14	Employees	Please list the number of full-time employees (working at least 36 hours a week) and part-time employees your company has?	75
15	Emergency Services	List your cost per hour to provide emergency cleaning services as requested in the Specifications.	14.00
16	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes

17	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
18	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
19	Electronic Signature	Please check here for your electronic signature.	Yes
20	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
21	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.	

Line Items

#	Qty	UOM	Description	Response
1	1	Month	Cleaning Services Fee for Bennett Martin Library	$3,750.00
	Item Notes:	Price is per month only.		
	Supplier Notes:			
2	1	Month	Cleaning Services Fee for Victor E. Anderson Branch	$667.00
	Item Notes:	Price is per month only.		
	Supplier Notes:			
3	1	Month	Cleaning Services Fee for Loren Corey Eiseley Branch	$1,750.00
	Item Notes:	Price is per month only.		
	Supplier Notes:			
4	1	Month	Cleaning Services Fee for Charles H. Gere Branch	$1,750.00
	Item Notes:	Price is per month only.		
	Supplier Notes:			
5	1	Month	Cleaning Services Fee for Bess Dodson Walt Branch	$1,750.00
	Item Notes:	Price is per month only.		
	Supplier Notes:			
6	1	Month	Cleaning Services Fee for Bethany Branch	$200.00
	Item Notes:	Price is per month only.		
	Supplier Notes:			
7	1	Month	Cleaning Services Fee for South Branch	$290.00
	Item Notes:	Price is per month only.		
	Supplier Notes:			
			Response Total:	$10,157.00