

**CONTRACT DOCUMENTS
STARTRAN**

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
StarTran Uniform Rental
Quote No. 4431**

**G K Services
1150 Applewood Drive, Ste. 2
Papillion, NE 68046
515-208-1834**

**CITY OF LINCOLN
STARTRAN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2013, by and between **G K Services, 1150 Applewood Drive, Ste. 2, Papillion, NE 68046**, 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 **Annual Requirements for Uniform Rental - StarTran, Quote No. 4431** 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, including replacements costs as per Attribute No. 8.

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 order on an as-needed basis for the duration of the contract. The total cost of products or services for City departments shall not exceed \$8,000.00 during the contract term without 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. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a two (2) year term with the option to renew for one (1) additional two (2) year term.
8. Non-Discrimination Clause. StarTran shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the (Recipient) of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

9. The Contract Documents comprise the Contract, and consist of the following:
1. Contract Agreement
 2. Accepted Proposal/Response
 3. Special Provisions
 4. Specifications
 5. Federal Requirements
 6. Instructions to Bidders
 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:

Teresa J. Meier

City Clerk



CITY OF LINCOLN, NEBRASKA

Chris [Signature]

Mayor

Approved by Resolution No. 87396

dated June 27, 2013

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

GTK Services
Name of Corporation
1150 Applewood Dr Papillon, NE
(Address) 68046

By: _____
Duly Authorized Official
Dist Sales Mgr
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 Suzanne Siemer Asst.
 Purchasing Agent
 Email ssiemer@lincoln.ne.gov
 Phone (402) 441-7414
 Fax (402) 441-6513

 Bid Number 4431
 Title Annual Requirements for
 Uniform Rental - StarTran
 Bid Type Quote
 Issue Date 04/18/2013
 Close Date 4/25/2013 2:00:00 PM CT
 Need by Date

Contact Information

Address Purchasing
 440 S. 8th St.
 Lincoln, NE 68516
 Contact Suzanne Siemer

 Asst. Purchasing Agent
 Purchasing
 Department Purchasing
 Building Suite 200
 Floor/Room Suite 200
 Telephone 1 (402) 441-7414
 Fax 1 (402) 441-6513
 Email ssiemer@lincoln.ne.gov

Ship to Information

Address StarTran
 710 J St.
 Lincoln, NE 68508

 Contact

 Department Purchasing
 Building

 Floor/Room Telephone
 Telephone
 Fax
 Email

Supplier Information

Company G K Services
 Address 1150 Applewood Drive
 Suite 2
 Papillion, NE 68046
 Contact Jay Franklin
 Department
 Building
 Floor/Room
 Telephone 515 (208) 1834
 Fax 515 (266) 3946
 Email cfrankli@gkservices.com
 Submitted 4/24/2013 11:51:58 AM CT
 Total \$3,496.40

Signature _____

Supplier Notes _____

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	Specifications	I acknowledge reading and understanding the specifications.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
5	FTA Forms	I have read and accept the terms as listed in the attached FTA Forms and agree to follow those requirements as part of this bid and any subsequent contracts.	Yes
6	Renewal is an Option	Contract Extension Renewal is an option.	Yes
7	Term Clause of Contract	(a) Bid prices firm for the 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 _____	yes
8	Replacement Costs	Please list the replacement cost for each piece of clothing being bid. This information will be used in the event of loss by the City. Technician Shirt Technician Pants Coveralls Coat Supervisor Shirt Supervisor Pants	\$13, \$14, \$25, \$25, \$19, \$21
9	Protest Procedures	I acknowledge that I have read and understand the City of Y Lincoln Bid Protest procedures. I further recognize that in the event a protest is denied by the City, I may file a protest with the Federal Transit Authority after exhausting all administrative remedies with the City. For further information on a protest, a Vendor may contact the City Purchasing Agent.	
10	DUNS Requirement	A DUNS (Data Universal Numbering System) Number is required to award a Federal Grant contract. Please list your DUNS number in the space provided. If you do not have a DUNS number go to http://fedgov.dnb.com/webform/CCRSearch.do Failure to obtain a DUNS number may result in the rejection of your bid.	191798305
11	SAM Requirement	Vendors must be registered with the System for Award Management (SAM) system to be eligible for award on this bid due to the use of Federal Grant funds. Are you registered with SAM? YES or NO IF NO, YOUR BID MAY BE REJECTED To register in the SAM system go to www.sam.gov - Click: Create User Account.	YES

12 Bid award	<p>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.

</p> <p>If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.</p>	Yes
13 Small Business Information	<p>The City of Lincoln wishes to foster small business participation in its bids for products and services purchased. In order to do this, all bidders are asked to answer the following questions as part of their bid submittal.(If you are unsure of your status as a Small Business, please refer to the NAICS list attached to the Bid Attachment section.)

</p> <p>1) Are you a Small Business according to the NAICS size guidelines? YES or NO?
 If YES, what is the category you are listed under, the number of employees you have and the average annual receipts?

</p> <p>2) Will you be utilizing any Sub-Contractors in the performance of the contract awarded from this bid? YES or NO
 If YES, name the Sub-Contractors in the space provided.

</p> <p>3) If you are not a Small Business, are you willing to provide subcontracting opportunities of the type/size that small businesses, including DBE's, can reasonably perform? YES or NO
 If NO, why?</p>	No, No,
14 DBE Information	<p>The City of Lincoln Transit Program(StarTran) requests Disadvantaged Business Enterprise (DBE) information from each Vendor submitting a bid for products and services. In order to do this, all bidders are asked to answer the following questions as part of their bid submittal.
</p> <p>Are you a registered DBE with the State of Nebraska or any other State or Entity? YES or NO?
 If YES, name the state or entity.

</p> <p>IF YES OR NO, PLEASE ANSWER THE QUESTIONS BELOW!

</p> <p>What is the age of your business?

</p> <p>What are the annual gross receipts of your business -

</p> <p>List One:
</p> <p>A. - \$0 - \$500,000.00
</p> <p>B. - \$500,000.00 - \$1 Million
</p> <p>C. - \$1 Million - \$5 Million
</p> <p>D. - Over \$5 Million</p>	111 yrs and answer D
15 Numbers in Price Box	<p> I acknowledge, understand and hereby verify that ONLY numbers have been typed into the Unit Price box in the Line Item section of this ebid response. I further understand that if any symbols or letters (other than a decimal point for dollars and cents) have been typed into the Unit Price box that it will result in my bid showing an amount of \$0 for respective line items.
</p>	Yes

16	References	I have attached my References to the Response Attachment section of this bid.	Yes
17	Contact	Name of person submitting this bid:	Jay Franklin
18	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
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1	4,655	Sets/Day	Technicians Uniforms - Shirts and Pants LIST THE COST PER SET - PER DAY THE DAILY AMOUNT X 5 MUST TOTAL YOUR WEEKLY RATE LISTED IN THE SUPPLIER NOTES!	\$0.52
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Item Notes: LIST THE WEEKLY AMOUNT IN THE SUPPLIER NOTES SECTION FOR THIS LINE ITEM.
The Quantity listed is based on 19 employees receiving one set per day x 5 days per week, for 49 weeks per year. This is an estimate only to determine total cost.
Vendor must meet the needs of the department as listed in the Specifications and as circumstances change throughout the year.
The cost per uniform set for additional Technician Uniforms shall be charged at the Per "Set" rate for the term of the contract.

Supplier Notes: 1 employees x 5 shirts @ .26 = \$1.30
1 employees x 5 pants @ . = \$1.30
total for the week = \$2.60 per employee

2	342	EA	Coveralls LIST THE COST PER WEEK 	\$0.80
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Item Notes: LIST THE WEEKLY AMOUNT IN THE SUPPLIER NOTES SECTION FOR THIS LINE ITEM.
The quantity listed is based on 19 employees receiving one per week for 18 weeks per year. This is an estimate only to determine total cost.
Vendor must meet the needs of the department as listed in the Specifications and as circumstances change throughout the year.
The cost for additional Coveralls shall be charged at the "Each" rate for the term of the contract.

Supplier Notes: 1 employees x 1 coverall @ \$.80

3	378	EA	Mechanic Shop Coat LIST THE COST PER WEEK	\$0.80
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Item Notes: LIST THE WEEKLY AMOUNT IN THE SUPPLIER NOTES SECTION FOR THIS LINE ITEM.
The quantity listed is based on 21 employees receiving one set per week for 18 weeks per year. This is an estimate only to determine total cost.
Vendor must meet the needs of the department as listed in the Specifications and as circumstances change throughout the year.
The cost for additional Mechanic Shop Coats shall be charged at the "Each" rate for the term of the contract.

Supplier Notes: 1 employees x 1 coat @ \$.80

4	490	Sets/Day	Supervisors Uniforms - Dress/Knit Shirts and Dress Pants LIST THE COST PER SET - PER DAY THE DAILY AMOUNT X 5 MUST TOTAL YOUR WEEKLY RATE LISTED IN THE SUPPLIER NOTES!	\$1.02
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Item Notes: LIST THE WEEKLY AMOUNT IN THE SUPPLIER NOTES SECTION FOR THIS LINE ITEM.

The Quantity listed is based on 2 employees receiving one set per day x 5 days per week, for 49 weeks per
year.

This is an estimate only to determine total cost.

Vendor must meet the needs of the department as listed in the Specifications and as circumstances change
throughout the year.

The cost per uniform set for additional Supervisor Uniforms shall be charged at the per "Set" rate for the term of the
contract.

Supplier Notes: 1 employees x 5 shirts x \$.48 = \$2.40 a week
1 employees x 5 pants x .54 = \$2.70 a week

Response Total:	\$3,496.40
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**SPECIFICATIONS
ANNUAL REQUIREMENTS FOR UNIFORM RENTAL
STARTRAN**

1. SUPPLEMENTAL INSTRUCTIONS

- 1.1 It is the intent of the City of Lincoln to enter into a contract for providing and cleaning uniforms at StarTran.
- 1.2 The term of the agreement shall be for a two (2) years, from the date of contract execution with the option to renew for one (1) additional two (2) year term.
- 1.3 Vendor 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 written request to Suzanne Siemer, Asst. Purchasing Agent (ssiemer@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.
 - 1.4.2 The Purchasing Office shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.4.3 No direct contact is allowed between Vendor and other City staff throughout the bid process.
 - 1.4.3.1 Failure to comply with this directive may result in Vendor bid being rejected.
- 1.5 The transit program receives funding from the Federal Government for the operation of their program.
 - 1.5.1 Vendors must read, acknowledge and follow the requirements of the Federal guidelines attached to the bid.
 - 1.5.2 Failure to agree to the Federal Requirements or return certifications as required will result in the rejection of bid.
- 1.6 The City has the option to purchase additional products on this bid in an amount that does not exceed 10% of the quantities listed in the Line Item section of the bid at the current contract price through the term of the contract.
 - 1.6.1 If this optional amount will be exceeded during the contract term, a new bid may be solicited according to FTA Procurement Guidelines.
 - 1.6.2 In the event the City reduces the amount of service provided by StarTran, or other circumstances develop, the City may order in a quantity less than the amount listed in the Line Items without any penalty to the City.
- 1.7 Prices submitted must include delivery, FOB destination, to:
 - StarTran Garage
 - 710 J Street
 - Lincoln, Ne 68508
- 1.8 **Due to the fact that this contract uses Federal Grant money from FTA, only StarTran may purchase from this contract.**
- 1.9 In order for your company to qualify for an award on this bid, you must provide your DUNS (Data Universal Numbering System) number and be registered with the SAM (System for Award Management).
 - 1.9.1 Provide your DUNS number in the attribute section of the e-bid.
 - 1.9.1.1 If the vendor does not have a DUNS number, you must register at <http://fedgov.dnb.com/webform/CCRSearch.do>
 - 1.9.2 Indicate in the attribute section of the e-bid if your company is registered with SAM?
 - 1.9.2.1 For new registration, go to www.sam.gov and click "Create User Account" - Note you will need your DUNS Number and Federal Tax Identification number during the registration process.
 - 1.9.2.2 SAM registration must be renewed at least every 12 months to remain valid.

2. VENDOR REQUIREMENTS

- 2.1 Contract must pick up soiled uniforms and deliver clean uniforms once a week.
- 2.2 StarTran will furnish all necessary bags and racks for the soiled uniforms.
- 2.3 Each individual's uniforms will be returned on hangers tied together and marked by name and number.
- 2.4 Vendor shall count in and out all uniforms by employee.
 - 2.4.1 A record of this count shall be given to the City's representative on a weekly basis.
- 2.5 All uniforms must be dated as to when put in service.
 - 2.5.1 Any codes used shall be explained ahead of time.
- 2.6 Shortages shall be made up within 24 hours unless there is not enough uniforms to allow the employee to work, in which case overnight delivery or loaner will be supplied.
- 2.7 Vendor MUST provide a quarterly report to StarTran office which shows the number of uniforms cleaned, delivered and paid for by StarTran.
 - 2.7.1 Report must also provide unit pricing and total amount spent during this time period.
 - 2.7.2 Failure to send this report may result in the termination of the contract and exclusion of the Vendor on future StarTran bids.
 - 2.7.3 Vendor shall send the report to Glenn Knust at the StarTran Office, via fax, to 402 441-7055.
 - 2.7.4 The quarterly report shall indicate your Company Name, Bid Number, and be titled as follows: "Quarterly Report - Annual Requirements for Uniform Rental - StarTran".
- 2.8 Vendor must also provide a copy to the Purchasing office upon request.

3. MATERIAL SPECIFICATIONS

- 3.1 Technician's Uniforms
 - 3.1.1 Shirts
 - 3.1.1.1 Medium blue in color (new to start).
 - 3.1.1.2 Short or long sleeve option, year round.
 - 3.1.1.3 Shall be 65/35, polyester/cotton.
 - 3.1.1.4 Standard industrial rental work type, 7 button front.
 - 3.1.1.5 White name patch to be provided by Vendor at no cost to StarTran and sewn on using medium blue thread above left pocket.
 - 3.1.1.6 StarTran logo and award emblems to be provided by StarTran and sewn on by Vendor on the right upper breast opposite and in line with name tag.
 - 3.1.2 Pants
 - 3.1.2.1 Navy blue in color (new to start).
 - 3.1.2.2 Shall be 65/35, polyester/cotton.
 - 3.1.2.3 Permanent Press.
 - 3.1.2.4 Two front and two rear pockets.
 - 3.1.2.5 Button or hook type waist closure with zipper.
 - 3.1.2.6 Belt loops.
 - 3.1.2.7 Standard industrial rental work type.
 - 3.1.3 Coveralls
 - 3.1.3.1 Navy blue in color (new to start).
 - 3.1.3.2 shall be 65/35, polyester/cotton.
 - 3.1.3.3 Permanent press.
 - 3.1.3.4 Two front and two rear pockets.
 - 3.1.3.5 Name and logo patches per Section 3.1.1.5 and 3.1.1.6.
 - 3.1.3.6 Zipper front.

- 3.1.4 Mechanics Shop Coat
 - 3.1.4.1 Navy blue in color (new to start).
 - 3.1.4.2 Shall be 65/35, polyester/cotton.
 - 3.1.4.3 Permanent press.
 - 3.1.4.4 Two front pockets.
 - 3.1.4.5 Name and logo patches per Section 3.1.1.5 and 3.1.1.6.
 - 3.1.4.6 Zipper front.
- 3.2 Supervisor's Uniforms
 - 3.2.1 Dress Shirts
 - 3.2.1.1 Various colors
 - 3.2.1.2 Short or long sleeve optional year round
 - 3.2.1.3 65/35 polyester/cotton blend
 - 3.2.2 Knit Shirts
 - 3.2.2.1 Various colors
 - 3.2.2.2 Short sleeve
 - 3.2.2.3 50/50 polyester/cotton blend
 - 3.2.3 Dress Slacks
 - 3.2.3.1 Various colors
 - 3.2.3.2 Choice of 100% cotton, or 65/35 polyester/cotton blend
 - 3.2.3.3 Permanent press
 - 3.2.3.4 Two (2) front pockets and two (2) rear pockets
 - 3.2.3.5 Button or hook type waist closure, with zipper
 - 3.2.3.6 Belt loops

4. MEASUREMENTS

- 4.1 Vendor must measure each individual at StarTran Bus Garage at 710 "J" Street.
- 4.2 Time and date to be arranged and agreed upon.
- 4.3 A proper fit must be guaranteed
- 4.4 Contact person after contract award is Glenn Knust at 402-441-7185
- 4.5 Vendor shall measure and guarantee fit of any new employee throughout the term of this contract.

5. UPGRADING

- 5.1 Vendor must maintain uniforms and agree to constant upgrading to keep each individual in uniforms of the best possible grade at all times.
- 5.2 Uniforms must be thoroughly checked quarterly to make any necessary upgrading.
 - 5.2.1 Such checks must include button and zipper repair and/or replacement.
- 5.3 Tags and pins must be furnished for any special instruction that may be required on a normal basis.
- 5.4 Uniforms damaged will be replaced.
 - 5.4.1 Normal wear and tear at no charge
 - 5.4.2 Abuse at a prorated cost.

6. VACATIONS AND SICK LEAVE

- 6.1 On an average the employees use two weeks vacation and one week of sick time.
 - 6.1.1 The basis for the cost per item and per week is based on usage of 49 weeks per year.

7. LOST UNIFORMS

- 7.1 Uniforms that are lost by the Vendor will not be paid for.
- 7.2 Uniforms that are lost by employees will be paid for on a prorated basis.
 - 7.2.1 The Vendor must state the costs of any lost clothing in the appropriate attribute of the bid.

8 **EMPLOYEE LEAVING EMPLOYMENT**

- 8.1 The Vendor must state cost per uniform item to City for employees who leave but do not return their uniforms.
- 8.2 The Vendor must state the time allowed for turning in uniforms.
- 8.3 The Vendor must state any other costs that will be associated with this service.

- 8.4 The information requested above shall be listed on company letterhead and attached to the Response Attachment section of the e-bid response.

9. **QUANTITY**

- 9.1 An estimated number of Twenty-one (21) employees shall be supplied uniforms on a weekly basis as follows:
 - 9.1.1 Shirts and pants - Employee may have a total of 11 changes (comprised of 5-dirty, 5-clean and one on the employee).
 - 9.1.2 Coveralls & Coats - Employees may have a total of 2 Changes (1-dirty and 1-on the employee) in any combination (i.e. 2 Coveralls or 2 Coats or 1 Coverall with one Coat).
 - 9.1.2.1 These are obtained at the option of the employee.
- 9.2 Vendors costs as indicated in the Line Items will be the price paid per set or per item on a basis of the number of employees times the number of days times 49 weeks per year.
 - 9.2.1 Coveralls and/or coats indicated in the Line Items will be priced per set or per item on a basis of the number of employees times 18 weeks per year.
- 9.3 Vendors will bill the City on a "per week" basis, per set of uniforms or other closing listed in the bid.
 - 9.3.1 At no time will the weekly rate change without written notification of a price change or change in service.

10. **AWARD OF CONTRACT**

- 10.1 In determining the lowest cost, most responsive, responsible Bidder, consideration shall also be given to the following factors:
 - 10.1.1 Ability, capacity and skill of the Bidder to comply with the specifications and perform the work required by the contract.
 - 10.1.2 Character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - 10.1.3 Ability of the Bidder to perform the work within the time specified for each project.
 - 10.1.4 Previous and current compliance of the bidder with laws and regulations relating to the work.
 - 10.1.5 Compliance with requirements as outlined in these specifications.
 - 10.1.6 Quality of the Bidder's performance of previous work.
 - 10.1.7 Any other information deemed relevant to the contract by the City.
 - 10.1.8 The City further reserves the right to analyze bid proposals in detail and to award contracts which the City believes to be in its best interests.
 - 10.1.9 The City may make any investigation deemed necessary to determine the ability of a Bidder to perform in accordance with the specifications.
 - 10.1.10 Satisfactory information obtained through any reference check performed.
 - 10.1.11 The City reserves the right to reject any bid based on facts resulting from any investigation which indicates that a Bidder is not properly qualified to perform the obligations of any resulting contract.

11. **REFERENCES**

- 11.1 Please provide references from at least three (3) sites where you are currently providing similar services as listed in these specs.
 - 11.1.1 Include Company Name, Address, Contact Name, Contact Phone Number on company letterhead and include it in the Response Attachment section of your e-bid response.