CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION SPECIFICATION NO.04-302 ANNUAL REQUIREMENTS FOR UNIT PRICE CONSTRUCTION CONTRACT FOR MISCELLANEOUS CARPET CLEANING SERVICES (CITY & COUNTY)

DATE: February 18, 2005

CONTRACT PERIOD: Dec.31,2004 Thru Jan.1,2006

CONTRACTOR: The Cleaning Outlet
4408 N. 70th St
Lincoln NE 68507

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Joseph Fox
Telephone No.: 402-464-5036
FAX No.: 402-464-5035
E-Mail Address:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

SEE SIGNED CONTRACT & SPECIFICATIONS

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

f/files/sharpurc/awardnotifications/co04302o

E.O. #72316
Dated:1/21/05

CITY OF LINCOLN, NEBRASKA

UNIT PRICE QUOTATION

MISC. CARPET CLEANING SERVICES

Specification 04-302

Date:

TO DEPARTMENT/AGENCY REPRESENTATIVE:

FROM (CONTRACTOR):

PROJECT NUMBER:

PROJECT DESCRIPTION:

When making a quotation please breakdown the Total Cost into the following categories: Labor, Materials, Equipment, Overhead and Subcontractors Costs. Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

TIME OF COMPLETION

Estimated Start Date	
Number of Days to Complete	

LABOR/EQUIPMENT/MATERIAL COST TABLE

CONTRACTOR	RATE	UNIT	TOTAL $ AMOUNT
Carpet Cleaning (Per Sq. Yard)			
Upolstery (Per Hour)			
Water Damage (Per Hour)			
Deoderizing (Per Sq. Yard)			
Other (Per - please state)			
Other (Per - please state)			
Other (Per - please state)			
TOTAL LABOR			

EQUIPMENT AND MATERIAL COSTS

ITEM	COST	% O. & P.	TOTAL $ AMOUNT
Total Equipment Costs	Included in the Sq. Yard cost		
Total Materials Cost	Included in the Sq. Yard cost		

TOTAL PRICE (NOT TO EXCEED) $

Change Order #:

Accepted:

Not Accepted:

FIRM:

BY:

ADDRESS

PHONE

APPROVED BY:

Department/Agency Representative

DATE:

Original

Company Name The Cleaning Outlet Inc

PROPOSAL FOR
UNIT PRICE CONTRACT
FOR MISCELLANEOUS CARPET CLEANING SERVICES
Specification 04-302

I/We the undersigned, having read the attached specifications and Conditions required for this proposal, hereby propose to furnish labor and materials in accordance with these conditions on the following unit price basis.

Prices are to be held for one year:

A. **LABOR RATES**: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits in the total rates shown below:

A.1.	Carpet Cleaning	$ 0.36	per sq yard
A.2.	Upholstery	$ 50.00	per hour – Hot Water extraction Cleaning
A.3.	Water Damage	$ 50.00	per hour
A.4.	Deodorizing	$ 0.09	per sq yard
A.5.	Other	$ 50.00	per hour

B. **MATERIAL**: Shall be included in the per sq yard cost.

C. **EQUIPMENT:** Shall be included in the per sq yard cost, be job specific and be agreed to by the department/agency representative at the start of each individual job.

D. **OVERHEAD AND PROFIT:**

D.1. Overhead and profit of Item B (Material) excluding labor 90 %

These Unit Price Proposals are offered by The Cleaning Outlet, Inc., **hereinafter referred to as the Bidder,**

- ☒ A corporation organized and existing under the laws of the state of Nebraska.
- ☐ A partnership doing business as _____.
- ☐ An individual doing business as _____.

Addenda: Bidder has received Addenda Nos. 1, and has included their provisions in this bid.

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

X YES ____ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 04-302

The Cleaning Outlet, Inc.
COMPANY NAME

4408 N. 70th Street
STREET ADDRESS or P.O. BOX

Lincoln, NE 68507
CITY, STATE **ZIP CODE**

402-464-5036 402-464-5034
TELEPHONE No. **FAX No.**

42-1562882
EMPLOYER'S FEDERAL I.D. NO. OR SOCIAL SECURITY NUMBER

Net 30
TERMS OF PAYMENT

Joseph J. Fox
BY (Signature)

Joseph J. Fox
(Print Name)

President
(Title)

11/30/04
(Date)

Upon request
ESTIMATED DELIVERY DAYS

joe fox 30 @ hotmail.com
E-MAIL ADDRESS

Bids may be inspected in the Purchasing Division offices during normal business hours, **after** tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: lincoln.ne.gov Keyword bid

UNIT PRICE CONSTRUCTION CONTRACT
FOR MISCELLANEOUS CARPET CLEANING SERVICES

THIS CONTRACT, is made and entered into this 21st day of December, 2004, by and between The Cleaning Outlet Inc., 4408 N. 70th St. Lincoln NE 68507, hereinafter referred to as "Contractor"; and Lancaster County Nebraska; the Public Building Commission; the City of Lincoln, Nebraska, hereinafter referred to as "Owners";

WHEREAS, the Owners wish to engage Contractor in accordance with the terms and conditions herein to provide the above referenced construction services; and

WHEREAS, Contractor desires to perform said construction services for the Owners in accordance with the terms and conditions herein provided; and

WHEREAS, the Owners have caused to be prepared, in accordance with law, specifications, plans, and other contract documents for said construction services and have approved and adopted said documents and have caused to be published an advertisement for and in connection with said construction services; and

WHEREAS, the Contractor in response to such advertisement has submitted to the Owners in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owners in the manner prescribed by law have publicly opened, read aloud, examined, and canvassed the proposals submitted in response to such advertisement, and as a result of such canvass have determined and declared the Contractor to be the lowest responsible bidder(s) for said construction services for the unit prices named in the Contractor's proposal, a copy of which unit price proposal is attached hereto and made a part of this Contract.

NOW, THEREFORE, in consideration of the amounts to be paid to the Contractor said construction services and the other conditions, covenants and agreements herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. Rates.
   A. The Contractor agrees to provide the above referenced cleaning services in accordance with the labor (basic wage rate and all applicable fringe benefits), material, and equipment unit price rates which are set forth in the Contractor's Unit Price Proposal, attached hereto and incorporated herein.

   B. The Contractor further agrees that the rates set forth in the Unit Price Proposal shall remain in effect during the term of this Contract.

2. Term. The initial term of this Contract will be for a period of one year from the 1ST day of January, 2005, through the 31rst day of December, 2005, with an option by the Owners to renew the Contract for two additional one-year terms upon providing sixty days written notice to the Contractor prior to the expiration of the initial term of this Contract.

3. Amount of Work.
   A. No minimum amount of work is guaranteed by the Owners to any one Contractor by virtue of this Contract.
   B. In the event that any single project for the above referenced construction services exceeds the sum of Twenty-five Thousand Dollars ($25,000), it is understood that the Owners will undertake a separate bid process for such project.

4 Termination.

A. The Owners reserve the right to terminate this contract for cause at any time during the term of the Contract upon default of the Contractor in providing the construction services in accordance with the terms and conditions contained herein.

B. The Owners shall provide ten days written notice to Contractor to correct any deficiencies prior to termination of the Contract.

C. The Owners reserve the right to terminate this contract in the event that the Owners do not appropriate sufficient funds for the continuation of the contract into the succeeding fiscal year.

e. Owner Inclusion. It is understood and agreed by the signing of this contract by all parties that the "Owner/s" shall be Lancaster County, the Public Building Commission and the City of Lincoln, Nebraska.

i. Wherever in the contract documents, specification, insurance, bonds and terms and conditions or any other documents which are part of the contract, a singular entity is referenced (i.e., "the City", or "the County", etc.) it shall mean the "Owners" encompassing all three entities.

6. Non-Discrimination.

A. The parties agree that 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.

B. 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 actions 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.

C. Any breach of this provision of the Contract shall be regarded as a material breach. The Contractor shall be required to insert a similar provision as this in all subcontracts for construction services to be covered by any project undertaken pursuant to this Contract.

7. Drug Free Workplace.

A. The Contractor agrees that in the performance of this Contract, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Contract.

B. The Owners reserve the right to request a copy of the Contractor's drug free workplace policy.

C. The Contractor further agrees to include a provision similar to this statement in all subcontracts for construction services required pursuant to this Contract.

8. Contract Documents. The Contract Documents comprising this Contract shall consist of the following: Instructions and notice to bidders; the accepted Unit Price Proposal; the contract agreement and all associated schedules and attachments; the standard specifications; general conditions and any supplementary conditions thereto; and any addenda issued in connection with a particular project.

9. Independent Contractor. The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.

10. Insurance. The Contractor shall provide insurance in accordance with the Owners's standard insurance clause to be used for all Owners contracts which is hereby made a part of this Contract.

11. Indemnification.
    A. The Contractor agrees to indemnify and hold harmless and defend the Owners and any of their officers, agents, servants, and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this Contract.
    B. The Contractor shall not be required to indemnify the Owners for any damage resulting from the sole negligence of the Owners or their employees.

12. Applicable Laws and Permits.
    A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
    B. See attached Schedule A for current codes in use relating to construction development in the City of Lincoln.
    C. All permits required by the Owners for the performance of the work associated herewith shall be secured through the City's Department of Building and Safety and shall be paid for by each department/agency on a project-by-project basis.

13. Owners's Representatives. Departmental/agency representatives identified in attached Schedule B, or their designated representatives shall act as the Owners' agent responsible for the administration of individual projects undertaken pursuant to this Contract.

14. Warranty. Construction services performed by Contractor pursuant to the terms of this Contract shall be subject to a two-year warranty for materials and workmanship.

15. Contract Bonds.
    A. Each Unit Price Project executed under the provisions of this Contract shall be bonded separately.

16. Exempt Sales Certificate.
    A. The Owners shall furnish the Contractor with a Purchasing Agent Appointment and Exempt Sale Certificate Form for projects which involve work which are considered by the State of Nebraska as exempt from sales tax.
    B. Certain projects undertaken pursuant to this Contract may not be sales tax exempt.

17. Quotations for Individual Unit Price Projects.
    A. Quotations shall be written on the Unit Price Quotation Form, Attachment 1, showing a breakdown on the contract unit prices for labor, overhead and profit.
    B. All quotations submitted on the Unit Price Quotation Form shall be considered "not to exceed" proposals.
    C. Owners reserve the right to request competitive quotes from two or more Unit Price Contractors in the same construction discipline for a "fixed lump sum" price and time completion quote at the discretion of each departmental/agency representative. The departmental/agency representative shall select the contractor with the most favorable price and/or completion date.
    D. If at any time there is a change to the project that affects the quotation, a Revised Unit Price Quotation Form shall be submitted by the Contractor and signed by the departmental/agency representative for that project. Extra work shall not proceed until authorized by the departmental/agency representative.

18. Use of Contractors. The Owners, in their sole discretion, shall determine which respective projects will be offered to any of the Unit Price Contractors which the Owners believe are in their best interests.

19. Use of Subcontractors. The Owners recommend, but do not require, the selection of subcontractors from the existing list of Unit Price Contractors.

20 Notice to Proceed.
    A. No work shall be done for the Owners under the contract unless a written Notice to Proceed has been issued by the appropriate departmental/agency representative.
    B. Contractor shall commence work as soon as reasonably possible on the date agreed to by

the departmental/agency representative.

C. Work shall be complete on or before the date set forth in the Notice to Proceed.

21. Invoices.
    A. All invoices for construction services performed pursuant to this Contract shall be submitted to the appropriate departmental/agency representative.
    B. Each project shall be invoiced separately.

    C. The Contractor's invoices shall include the job site location, date of project, and a fully itemized list of rates and quantities as established in the Contractor's Unit Price Proposal.
    D. Invoices shall be submitted for payment within thirty days of the date of project conclusion.

22. Assignment. This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the Owners.

23. Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

24. Non Exclusive Relationship. The Contractor shall not necessarily be the sole contractor for the purpose of providing the services and material necessary to meet all the needs of the Owners. The Owners hereby expressly reserve the right, in their sole discretion, to enter into similar agreements with or purchase similar services from one or more providers.
    A. In case of an emergency, after the Owners have contacted the Contractor and if the Contractor is unavailable or unable to perform the necessary services, the Owners reserve the right to contact other contractors.

IN WITNESS WHEREOF, the contractor and the Owners do hereby execute this contract:
Dated this ____day of _____, 2004.

City of Lincoln, Nebraska

Attest

_____ City Clerk

_____ Mayor

Contractor

The Cleaning Outlet Inc.
Company Name

4408 N. 70th Street
Address

Lincoln NE 68507
City State ZipCode

Phone 464-5036 Fax- 464-5035
Telephone Number(s)

By:_____

_____
Name (Print)

_____
Signature

_____
Title

INSURANCE CLAUSE TO BE USED FOR ALL UNIT PRICE CONSTRUCTION CONTRACTS
LANCASTER COUNTY, NEBRASKA; PUBLIC BUILDING COMMISSION, CITY OF LINCOLN, NEBRASKA

OWNERS

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the sub-contractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance
The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of $100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	$100,000

B. General Liability Insurance
1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury/Property Damage	$2,000,000 each Occurrence
	$2,000,000 Aggregate
B. Personal Injury Damage	$1,000,000 each Occurrence
C. Contractual Liability	$1,000,000 each Occurrence
D. Products Liability & Completed Operations	$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:

B. The coverage shall be provided under a Commercial General Liability form or similar thereto.
(b) X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
(c) The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
(d) Contractual Liability coverage shall be included.
(e) Products Liability and/or Completed Operations coverage shall be included.
(f) Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	$1,000,000 Combined Single Limit

D. Builder's Risk Insurance (For Building Construction Contracts Only)

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein.

Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.

E. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.

F. Certificate of Insurance

All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

SCHEDULE B
DEPARTMENTAL/AGENCY REPRESENTATIVES

Lincoln City Libraries
Gary Meier, Bldg. & Grounds Superintendent
14th & N Streets
Lincoln, NE 68508
441-8555, cellular 430-8129

Parks & Recreation Department
Jerry Shorney, Superintendent of Parks/Operations
2740 A Street
Lincoln, NE 68502
441-8259

StarTran
Glenn Knust, Maintenance Superintendent
710 J Street
Lincoln, NE 68508
441-8317

Public Works, Parking garages & Lots
Ken Smith, Administrator
555 S 10th Street
Lincoln, NE 68508
441-6097

Public Works & Utilities, Water Pollution Control
Steve Crisler, Asst. Superintendent/Maintenance
2400 Theresa Street
Lincoln, NE 68521
441-7966

City/County Property Management
Fred Little, Plant Operations Manager
920 O Street, Ste. 203
Lincoln, NE 68508
441-7355, cellular 432-8526

Lancaster Manor
Lyle Ladd, Director of Maintenance
1001 South Street
Lincoln, NE 68502
441-7101, ext. 264

Police Garage
Pat Wenzl, Manager
635 J Street
Lincoln, NE 68508
441-7691

Lincoln Fire Department
John Huff, Assistant Chief of Administrative Services
1801 Q Street
Lincoln, NE 68508
441-8354

Lincoln Water System
John Miriovsky, Superintendent of Operations
2021 N 27th Street
Lincoln, NE 68503
441-7571

Public Works, Street & Traffic Operations
Bill Nass, Maintenance Coordinator
901 N 6th Street
Lincoln, NE 68508
44-7701

Public Works & Utilities, Solid Waste Operations
Steve Owen, Superintendent
6001 Bluff Road
Lincoln, NE
441-7867

Lancaster County Engineer
Virgil Dearmont, Bridge Division Head
444 Cherrycreek Road, Bldg. B
Lincoln, NE 68528
441-7681

Lancaster County Corrections
Robert Jarrett, Maintenance & Construction Mgr.
4420 N.W. 41st Street
Lincoln, NE 68524
441-7140