

**CONTRACT AND SPECIFICATIONS  
CLEANING SERVICES  
FOR  
615 WEST 3<sup>RD</sup> STREET  
CITY OF HASTINGS  
HASTINGS, NEBRASKA  
Contract No. CH 2026-35**

**Sealed Proposals Will Be Opened Promptly At  
4:00 PM, Wednesday, June 17, 2026**

**Bid Submitted By:** \_\_\_\_\_



## ADVERTISEMENT FOR BIDS

The City of Hastings, Nebraska, will receive bids for: **Cleaning Services at City Hall, CH 2026-35** until 4:00 p.m. at the City of Hastings, 1228 N Denver Ave, Hastings, Nebraska, on Wednesday, June 17, 2026, at which time and place all bids will be publicly opened and read aloud. **Brief description of project: Cleaning Services at location: 615 West 3<sup>rd</sup> Street.** If you plan on bidding and are not already on our approved bidders list for this project, you are REQUIRED to fill out the Plan Holders Submittal Form that is located on the City website: <https://www.cityofhastings.org/bids/>.

No bid shall be withdrawn after opening of bids without the consent of the City of Hastings, Nebraska, for a period of sixty (60) days after scheduled time of closing bids.

Time is of the essence in this contract. In evaluating bid(s) received, the City will consider the timelines of completion of prior contracts, existing workload of bidders and available manpower that bidder commits to the project.

DATED AT HASTINGS, NEBRASKA, this 1st day of June 2026.

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Tyler Ficken, City Clerk

For City Clerk: Publish and Attach two (2) Proofs of Publication:

June 4, 2026

June 11, 2026

**IF YOU HAVE QUESTIONS OR  
NEED HELP ON THESE SPECIFICATIONS  
CH 2026-35  
CLEANING SERVICES FOR 615 WEST 3<sup>RD</sup> STREET  
HASTINGS NE**

**PLEASE CONTACT ANY OF THE FOLLOWING:**

**General Questions**

Rich Bender  
Building Maintenance Manager  
Ph# 402-462-3569  
Email: [bidquestions@cityofhastings.org](mailto:bidquestions@cityofhastings.org)

**General Help and Requests**

Rena Griess  
Engineering Admin Assistant  
Ph# 402-462-3665  
Email: [bidquestions@cityofhastings.org](mailto:bidquestions@cityofhastings.org)



# IMPORTANT MAILING OR HAND DELIVERY INSTRUCTIONS

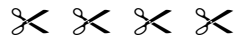
Please address your return envelope as shown in the example below. All bids must be sealed in a properly marked envelope.

To hand deliver, please drop off between the hours of 8:00am – 5:00pm Monday-Friday.

Your Return Address

Attn: Renae Griess  
City of Hastings  
1228 N Denver Ave  
Hastings, NE 68901

**This Information MUST BE typed or written in the lower left hand corner of return envelope, or simply cut out & tape on your return envelope whether mailed or hand delivered.**



**IMPORTANT BID DOCUMENTS ENCLOSED**

**Attn: Renae Griess  
Contract No. CH 2026-35  
City of Hastings Cleaning Services for 615 W 3<sup>rd</sup> Street  
Bid Opening: Wednesday, June 17, 2026  
Time: 4:00 PM**

**If returning by overnight or next day air your bid must be enclosed in an “inner” envelope which is sealed and properly marked on the outside of both envelopes.**

## **INSTRUCTIONS TO BIDDERS**

All proposal information, including any unit price fill in sheets or other required information, shall be submitted on the proposal forms hereto attached. Copies of addenda, if any, shall be signed and attached. City of Hastings does NOT accept faxed or emailed bid returns.

Bidders shall inform themselves of all relevant matters, and, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might not have fully informed themselves, prior to the bidding.

The Bidder bidding on the Specifications herein, who has exceptions to those called for in the Specifications, must so state in the space provided below and/or attach a letter explaining in detail the exceptions taken to those required in the Specifications. This letter of explanation shall become a part of the bid and shall be attached hereto. Failure by the Bidder to outline his exceptions will require the successful Bidder to comply with these Specifications.

EXCEPTIONS TO SPECIFICATIONS:

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The Purchaser will not assume obligations resulting from losses or damages until acceptance of the equipment.

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the Specifications or other proposed contract documents, he may submit to Purchaser a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The Purchaser will not be responsible for any other explanation or interpretation of the proposed documents.

All addendums must be signed and attached to bid documents.

**PROPOSAL FOR  
CLEANING SERVICES AT 615 WEST 3<sup>RD</sup> STREET, HASTINGS NE**

City of Hastings  
1228 N Denver Ave  
Hastings, NE 68901

**Issue Date:** 6/1/2026      **Return Date on or Before:** 6/17/2026      **Wednesday @ 4:00 PM**

Bidders:

We, the undersigned, being familiar with all parts of these documents, being Notice to Bidders, Bid Proposal Price Sheets and Contract Document Forms, do hereby submit our proposal for the following cleaning services at 615 West 3<sup>rd</sup> Street, Hastings NE.

| Item #            | Description                                  | Monthly Total | Annual Cost |
|-------------------|--|---------------|-------------|
| 1                 | 615 West 3 <sup>rd</sup> Street, Hastings NE | \$            | \$          |
| Grand Total       |  |               |             |
| Total Price _____ |  |               | \$ _____    |
| (In Words)        |  |               |             |

Exceptions:    No                       Yes  (If yes, attach exceptions)

**Any modification of bid proposal will be considered non-conformance of the bid. All exceptions to the proposal shall be noted as an exception to the bid.**

City of Hastings may at its own discretion delete any project area and / or component prior to award of contract.

In submitting this proposal, it is further understood that the City of Hastings reserves the right to reject any or all proposals and may waive any informalities and may accept the proposal which best suits its needs. It is further understood that this proposal may not be withdrawn for a period of sixty days (60) days after bids are opened.

All proposals shall have original signatures. Electronic time-stamped signatures will be acceptable. Photocopied or printed versions of bid bonds will be accepted without original signatures, however a hardcopy with original signatures must be received by City of Hastings within 5 business days.

**PROPOSAL FOR  
CLEANING SERVICES AT 615 WEST 3<sup>RD</sup> STREET, HASTINGS NE**

**OFFICIAL NAME & ADDRESS**

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Firm Name

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Signature

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Address

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Typed or Printed Name

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City, State, Zip

---

Title

---

Phone No.

---

Date

---

Fax No.

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Email Address

**REFERENCE WORK HISTORY**

**Bidder shall submit three (3) references where Contractor has worked**

| <b>Years</b> | <b><u>Location, City, State</u></b> | <b><u>Reference Name &amp; Phone Number</u></b> |
|--------------|-------------------------------------|---|
| _____        | _____                               | _____   |
| _____        | _____                               | _____   |
| _____        | _____                               | _____   |
| _____        | _____                               | _____   |
| _____        | _____                               | _____   |
| _____        | _____                               | _____   |

# AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2026, by and between the City of Hastings, Party of the First Part, hereinafter called the "Purchaser" or "City", and \_\_\_\_\_, a \_\_\_\_\_ of (town) \_\_\_\_\_ in the State of \_\_\_\_\_, Party of the Second Part, hereinafter called the "Contractor".

**WITNESSETH: THAT,**

**WHEREAS:** The Purchaser has caused the necessary contract documents to be prepared for defining material, equipment, and/or labor to be supplied to the City of Hastings and delivered complete as specified in the accompanying contract documents.

**WHEREAS:** The Purchaser has advertised for bids from Contractors, has received said bids, analyzed same and duly awarded a contract to the "Contractor", "Party of the Second Part", for material, equipment, and/or labor as hereinafter set forth and as stated more in detail in the Proposal and related contract documents to wit; all of which documents are attached hereto and made a part of this Contract.

**NOW, THEREFORE:** It is hereby agreed that for the sum of \_\_\_\_\_. (\$\_\_\_\_) annually to be invoiced monthly until December 31, 2030.

to be paid by the Purchaser, within Thirty (30) days after the acceptance of material, equipment, and/or labor by the Purchaser, to the Contractor, the Contractor agrees to furnish all materials, equipment, and/or labor as required by the accompanying specifications, and the aforesaid contract documents, for **Cleaning Services for 615 West 3<sup>rd</sup> Street CH 2026-35**

All materials, equipment, and/or labor shall be in accordance with the accompanying contract documents and specifications which are as much a part of this Agreement as if repeated verbatim herein.

**AGREEMENT**

**IN WITNESS WHEREOF:** The Parties of the First and Second Parts have hereto set their hands and seals on the day and year above written.

CITY OF HASTINGS  
Party of the First Part

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

CONTRACTOR  
Party of the Second Part

SEAL

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED TO FORM:

\_\_\_\_\_  
City Attorney

Note: If executed by one other than President, Partner or the individual Owner, a Power-of-Attorney authorizing execution should accompany this Contract.

## INSURANCE COVERAGE

The undersigned hereby certifies that Workmen's Compensation, Public Liability and Property Damage, and Automobile Liability and Property Damage Insurance are in force and effect in accordance with the requirements contained in "Instruction to Bidders" which is a part of this document "Bid Proposal and Specifications". We further agree to give ten (10) days notice to the City of Hastings before effective date of cancellation or reduction of any of the above coverage.

This Insurance Coverage applies only to \_\_\_\_\_

\_\_\_\_\_

Dated \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
INSURANCE COMPANY

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

# SMALL CONTRACT GENERAL CONDITIONS – CITY OF HASTINGS

## SECTION 1-1 - DEFINITIONS OF WORDS AND TERMS

Wherever in these specifications or in other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

**1.101 Contract.** The written agreement executed between the Purchaser and the Contractor, covering the performance of the work and the furnishing of labor and materials, by which the Contractor is bound to perform the work and furnish the labor and materials, and by which the Purchaser is obligated to compensate him therefore at the mutually established and accepted rate or price.

The contract shall include the Quotation, General Conditions, Contract Agreement, and any Supplemental Agreements.

**1.102 Contractor.** The party of the second part to the contract; the individual, firm, or corporation undertaking the execution of the work under the terms of the contract and acting directly or through his, their, or its agents or authorized employees.

**1.103 Engineer.** The Director of Engineering, acting either directly or through an assistant or other representative duly authorized by the Director of Engineering, such assistant or representative acting within the scope of the particular duties assigned him, or of the authority given him.

**1.104 Purchaser.** "Purchaser" shall mean the City of Hastings named and designated in the Contract Agreement as "Party of the First Part," and their duly authorized agents. All notices, letters, and other communication directed to the Purchaser shall be addressed and delivered to:

City of Hastings  
615 W 3<sup>rd</sup> Street  
P.O. Box 398  
Hastings, Nebraska 68902-0289

**1.105 Surety.** The corporate body bound with and for the Contractor for the acceptable performance of the contract and the completion of the work, and for payment of all just claims arising therefrom.

**1.106 Work.** Work shall be understood to mean the furnishing of all labor, materials, equipment, paying all applicable city, state, and federal taxes, and other incidentals necessary or convenient to the successful completion of the project by the Contractor and the carrying out of all the duties and obligations imposed by the contract **if applicable.**

## SECTION 1-2 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

**1.201 Contractor's Insurance Coverage.** The Contractor shall not commence work under this Contract until Contractor has obtained all the insurance required under this article. Furthermore, the Contractor shall not allow any sub-contractor to commence work under this Contract until the sub-contractor has obtained the same insurance as is required of the Contractor. The sub-contractor alone shall be responsible for the sufficiency of its own insurance program.

## **SMALL CONTRACT GENERAL CONDITIONS – CITY OF HASTINGS**

**1.202 Certificates of Insurance.** Certificates of Insurance acceptable to the Purchaser shall be filed with the Purchaser prior to commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled, or materially altered, until at least 30 days prior written notice has been given to the Purchaser. All insurance carried shall conform to the relevant provisions of the respective Project Documents and be with insurance companies which are rated “A, X” or better by Best’s Insurance Guide, or other insurance companies of recognized responsibility satisfactory to the Purchaser.

**1.203 Additional Insureds.** Insurance coverages furnished under this Contract, with the exception of Workers' Compensation and Employer's Liability, shall include the Purchaser and their partners, directors, officers, agents, and employees as Additional Insureds on a primary and noncontributory basis, and shall include Products and completed operations with respect to the activities of the Contractor and shall be maintained for the full duration of the project including for a period after completion to include the statute of repose.

Notwithstanding any other provision of these policies, the insurance afforded shall apply separately to each insured, with respect to any claim, suit, or judgment made or brought by or for any other insured, as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named.

The Purchaser shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

**1.204 Waiver Of Subrogation.** The Contractor and their sub-contractor shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the Purchaser their partners, directors, officers, agents, and employees.

**1.205 Workers' Compensation And Employer's Liability Insurance.** The Contractor shall procure, and shall maintain during the life of this Contract, Workers' Compensation Insurance as required by workers' compensation laws of the State of Nebraska and also of the state in which the sub-contractor is domiciled.

The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. The Employer's Liability Insurance shall contain the following limits of liability:

|                           |                         |
|---------------------------|-------------------------|
| Bodily Injury by Accident | \$500,000 each accident |
| Bodily Injury by Disease  | \$500,000 each employee |
| Bodily Injury by Disease  | \$500,000 policy limit  |

**1.206 General Liability Insurance.** This insurance shall be written per project on an “occurrence” policy form, including coverage for premises/operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractor’s and personal injury, with no exclusions for explosion, sudden and accidental pollution or an absolute or total pollution exclusion, collapse and underground perils. The commercial general liability policy shall also include a severability of interest clause and a cross liability clause in the event more than one entity is “named insured” under the liability policy. If work is being done near a railroad track, the 50’ railroad right of way exclusion must be deleted.

## SMALL CONTRACT GENERAL CONDITIONS – CITY OF HASTINGS

Limits of Insurance shall be as follows:

|                                 |             |
|---------------------------------|-------------|
| Each Occurrence Limit           | \$1,000,000 |
| Products/Completed Operations   | \$2,000,000 |
| General Aggregate Limit         | \$2,000,000 |
| Personal and Advertising Injury | \$1,000,000 |

### **1.207 Pollution Liability – (If Applicable).**

Limits of at least: \$1,000,000 per occurrence; \$1,000,000 aggregate

If Contractor or its Sub-subcontractor's work includes but not limited to remediating, handling, processing or disposing of hazardous material including but not limited to asbestos containing materials, silica, lead, PCBs, contaminated soil, etc, coverage shall be provided for bodily injury, property damage and clean-up costs resulting for pollution conditions.

**1.208 Riggers Liability – (If applicable).** Should work involve the moving, lifting, lowering, rigging or hoisting of property or equipment Contractor shall carry Rigger's Liability Insurance to insure against physical loss or damage to the property or equipment on a Replacement Cost Basis

**1.209 Automobile Liability Insurance.** This insurance shall be written under a Business Auto Policy and shall protect the Contractor and Additional Insureds against claims arising from injuries to members of the public or damage to property of others arising from the use of automobiles whether such automobiles are owned, non-owned, or hired. Automobile insurance shall include Motor Carrier Endorsement Act MCS 90 and transportation pollution coverage if applicable. If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.

Limit of Liability \$1,000,000 each accident

**1.210 Umbrella Liability Policy.** This insurance shall protect the Contractor and the Additional Insureds against all claims in excess of the limits provided under the employer's liability, automobile liability, and general liability policies. The liability limits of the umbrella liability policy shall be not less than \$5,000,000 per occurrence. This policy shall be an "occurrence" type policy. However, Purchaser reserves the right to require higher limits with respect to each project.

**1.211 Professional Liability** (Applicable for contractors providing or is responsible for providing design/engineering/surveying services/or consulting services):

Limits of at least: \$1,000,000 per occurrence; \$1,000,000 aggregate

Policy shall provide for a retroactive date prior to the starting date of services for which this agreement applies. Policy shall not exclude bodily injury, property damage, or pollution liability. Coverage shall remain in force for a minimum of 3 years following substantial completion of construction through either policy renewal or the purchase of an Extended Reporting Provision. Contractor agrees to waive its rights of recovery. Subcontractor's insurer shall endorse the policy to waive subrogation against Owner and their respective agents, officers, directors and employees.

## **SMALL CONTRACT GENERAL CONDITIONS – CITY OF HASTINGS**

**1.212 Transportation Insurance – (If Applicable).** Contractor shall purchase inland marine coverage at the expense of Contractor on all equipment and materials, where Purchaser has an insurable interest. Insurance shall protect for Contractor and Purchaser from physical loss of equipment while loading, unloading, in transit to jobsite, and until equipment or materials have been installed or received by Purchaser.

**1.213 Proof of Carriage of Insurance – (If Applicable).** Satisfactory certificates of insurance shall be filed with the Purchaser prior to starting any construction work on this contract. The certificates shall state that thirty (30) days written notice shall be given to the Purchaser before any policy covered thereby is changed or canceled.

**1.214 Property Insurance A.K.A. Builder's Risk – (If Applicable).** Unless otherwise provided, the CONTRACTOR shall purchase and maintain property insurance, a.k.a. builder's risk insurance, on the building construction project in amount thereto for entire work at site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final acceptance of work by OWNERS. Insurance shall include interests of OWNERS, CONTRACTOR, SUBCONTRACTOR, and sub-subcontractors in work. This property insurance covering work will have deductible for each occurrence, which will be responsibility of CONTRACTOR.

Before an exposure to loss may occur, the CONTRACTOR will provide a copy of the property insurance policy or evidence of property insurance, upon request that includes all property insurance coverages. The CONTRACTOR will not cancel or allow such policy to expire without written notice to the other.

Waivers of Subrogation: OWNER and CONTRACTOR and all SUBCONTRACTORS waive all rights against

(1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) OWNER'S or CONTRACTOR'S consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to extent covered by property insurance obtained, or other property insurance applicable to work, except such rights as they have to proceeds of such insurance held by OWNER and/or CONTRACTOR as fiduciary. OWNER and/or CONTRACTOR, as appropriate, shall require of OWNER'S and/or CONTRACTOR'S consultants, separate contractors, if any, and subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. Policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay insurance premium directly or indirectly and whether or not person or entity had an insurable interest in property damaged.

**1.215 Indemnification.** To the fullest extent permitted by laws and regulations, the Contractor shall defend, indemnify, and hold harmless the Purchaser, their officers, directors, partners, consultants, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work by the Contractor, any sub-contractor, any person or

## SMALL CONTRACT GENERAL CONDITIONS – CITY OF HASTINGS

organization directly or indirectly employed by any of them to perform or furnish any of the work, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by law and regulations regardless of the negligence of any such party.

In any and all claims against the Purchaser, or of any of their officers, directors, partners, consultants, agents, or employees by any employee of the Contractor, any sub-contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such sub-contractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Purchaser, the Contractor, or any of their sub-contractors.

**1.216 Laws to be Observed.** The Contractor shall keep himself fully informed of, and at all times, shall observe and comply with all federal and state laws, all local bylaws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall protect and indemnify the Purchaser and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees. It shall be the responsibility of the Contractor to provide all safeguards, safety devices and protective equipment and to take any other needed actions as are reasonably necessary to protect the life and health of employees on the project.

**1.217 Work Eligibility Status.** Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.

**1.218 Fair Labor Standards.** The Contractor agrees to comply with all current applicable State, Federal, and Purchaser fair labor standards in the execution of the contract. Pursuant to the Title VI Non-Discrimination Program of the City of Hastings, Contractor agrees to comply with the provisions set forth by Purchaser's Title VI Non-discrimination Program, if applicable. A copy of said provisions are as follows:

***During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:***

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

## SMALL CONTRACT GENERAL CONDITIONS – CITY OF HASTINGS

- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (*Recipient*) or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (*Recipient*), or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (*Recipient*) shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the (*Recipient*) or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (*Recipient*) to enter into such litigation to protect the interests of the (*Recipient*), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**1.219 Permits.** The Contractor shall procure and pay for all permits, licenses and bonds necessary for the execution of his work and/or required for municipal, state and federal regulations and laws.

## **SMALL CONTRACT GENERAL CONDITIONS – CITY OF HASTINGS**

### **SECTION 1-3 – SCOPE OF WORK.**

**1.301 Award of Contract:** In the award of contract, consideration will be given not only to the prices bid but also the Contractors ability and experience in the performance of like or similar contracts.

**1.302 Cancellation of Award:** The City reserves the right to cancel the award of any contract at any time before the execution of the said contract by all parties without any liability against the City.

The City reserves the right to terminate this agreement at any time if the cleaning services covered by this agreement are not being adequately performed.

**1.303 Terms of Agreement:** This agreement shall take effect on July 15, 2026, and shall continue in full force and effect until December 31, 2030. There shall be no automatic renewal or other provision of this agreement which shall extend the term of the agreement.

**1.304 Background Checks:** All employees of the contractor are subject to background and pre-employment drug screen. The contractor shall submit to City of Hastings Human Resources Director (HRD) an original, notarized criminal background check and drug screen results on each individual the Contractor intends to use in fulfillment of this contract, including supervisory personnel. The HRD shall have the authority to reject any employee of the Contractor based on results of the security background checks.

The Contractor must notify the HRD of any changes in personnel and supply the same information listed above on any new personnel added to work this contract. Criminal background checks are to be the responsibility of the contractor.

**1.305 Secure Access:** Contractor must comply with all City of Hastings security policies. Each employee of the contractor will be issued a security badge that allows them access to the building. This badge shall not be transferred to anyone else. Transfer of the badge will be cause for termination of access to the site for the employee. This contract will be terminated immediately if unauthorized personnel are allowed into any of the buildings by the contractor.

**1.306 Calendar Day:** Every day shown on the calendar, except weekends and holidays included: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving, ½ Day Christmas Eve and Christmas Day.

### **Payment & Scheduling**

**1.307 Scheduling:** Contractor is generally expected to work around normal operating hours of 8:00 am to 5:00 pm as not to interrupt day-to-day activities. There is room for some overlap; for example, trash removal beginning at 4:30 pm. Additional scheduling may be coordinated with Rich Bender.

**1.308 Payment:** Payment will be made monthly upon receipt of monthly invoice. Invoices may be emailed to Gail Plouzek @ [gplouzek@cityofhastings.org](mailto:gplouzek@cityofhastings.org)

## **SMALL CONTRACT GENERAL CONDITIONS – CITY OF HASTINGS**

**1.309 Payment for Extra Work:** During the term of this contract if the scope of work is adjusted by more than \$25, contractor has the right to submit for extra payment. Prior to requesting extra payment, contractor should visit with point of contact (Rich Bender) to set mutually agreed upon schedules and pricing.

### **615 West 3<sup>rd</sup> St, Hastings NE**

#### **Daily:**

- Clean and sanitize water fountains
- Empty wastebaskets and replace bags as necessary
- Clean table tops and counter tops in break rooms, conference rooms and Council Chambers
- Clean entrances (sweep, vacuum, clean glass)
- Clean stairways
- Vacuum all carpeted areas
- Vacuum all carpeted stairways
- Clean and sanitize restrooms
  - Clean sinks, toilets and mirrors
  - Refill toilet paper, paper towels and soap
  - Empty trash
- Dry mop all tile floors

#### **Weekly:**

- Vacuum all carpet edges and mopboards
- Wet mop and scrub all tile floors (in bathrooms)
- Web mop and scrub non-carpeted stairways
- Dust windowsills and ledges in offices and general areas,

#### **Monthly:**

- Dust blinds
- Buff and polish all tile floors
- Wash windows that can be reached with a five (5) foot stepladder

#### **Annually:**

- Steam clean carpets in all areas
- Wax all tile floors

**Contact Rich Bender at 402-462-3569 or [rbender@cityofhastings.org](mailto:rbender@cityofhastings.org) to set up a time to view the location.**