

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AWARDING JANITORIAL SERVICES
FOR ADULT PROBATION OFFICE

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 1997), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 1997), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for this matter have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

NOW, THEREFORE, be it resolved by this Board of County Commissioners that:

1. The low bid of Service Master for Janitorial Services in the amount of Four Hundred and Sixty Dollars, monthly (\$460.00) as specified is accepted, ratified, and confirmed.
2. This Board's Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

DATED this 11th day of August, 2009.

MOVED by Tom Richards, seconded by Rich Gansen, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

None

None

ABSTAIN:

None



Attest:

[Signature]
 County Clerk

SEAL

Approved As To Form:

[Signature]
 Deputy County Attorney

Sarpy County, Nebraska
 Adult Probation Janitorial Services
 Bid Tab

Bid Open:
 2:00 p.m., Thursday
 July 30, 2009

	Service Master	Jani-King of Omaha	Midwest Maintenance	Marsden Bldg Maintenance	CityWide Maintenance of Omaha	KB Building Services	Darn Dependable Services	The Office Cleaners
MONTHLY RATE	\$ 460.00	\$ 1,070.00	\$ 776.00	\$ 747.00	\$ 917.75	\$ 475.00	\$ 750.00	\$ 1,050.00
ADDITIONAL FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EMERGENCY PER HOUR CHARGE	\$ 65.00	\$ 20.00	\$ 22.98	\$ 30.00	\$ 35.00	As Needed	\$ 20.00	\$ 20.00

Sarpy County, Nebraska
Janitorial Services
Bid Form

Vendor shall quote a monthly rate for daily service. Price shall be firm for the initial Contract term. Vendor must indicate any additional charges or fees.

Location	Frequency	Monthly Rate
Adult Probation 7511 S. 36th Street Suites 8, 9, 10 Bellevue, NE 68147	Daily, Monday through Friday, between 10:00 p.m. and 7:00 a.m.	\$ 450.00 460.00

Additional Fees or Surcharges: N/A

Emergency or Additional Services \$65 per hour

Company Information:

Years in business: 17

of employees 87

Total sales last 3 years

'08	\$ 1,721,066
'07	\$ 1,499,695
'06	\$ 1,351,531

References:

Company Name: Hunt Transportation
Address: 10770 I St. Omaha NE 68127
Contact Name: Laurie Galley Phone Number: (402) 839-3003
Fax Number: _____ Date of Purchase: _____

Company Name: Christ the King Church
Address: 831 S. 88th St. Omaha, NE 68114
Contact Name: Rich Schuler Phone Number: (402) 290-7204
Fax Number: _____ Date of Purchase: 3/09

Company Name: Intersystems
Address: 9575 N. 109th Ave Omaha, NE 68142
Contact Name: Susan Warren Phone Number: 697-6445
Fax Number: _____ Date of Purchase: 3/09

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 Keith A. Acker
Addendum #2 _____

Attachments: **Quality Control Report Form**
Schedule of Prices for Additional or Emergency Services

ServiceMaster
Company Name
Keith A. Acker
Authorized Signature
15017 Industrial Rd.
Address
Omaha, NE 68144
City, State & Zip

Keith A. Acker
Company Representative (Please print)
(402) 697-9818
Telephone Number
(402) 697-3830
Fax Number
Keith.Acker@SMEB.OMHCOXmail.com
E-Mail Address

*NOTE: Sarpy County is tax exempt and will provide the proper form upon request.

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
SUITE 1129
PAPILLION, NE 68046-2845
FAX (402) 593-4304



Brian E. Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Assistant Purchasing Agent
(402) 593-4164
Beth Cunard, Purchaser/Contract Specialist
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

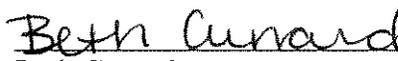
MEMO

To: Sarpy County Board of Commissioners
From: Beth Cunard
Re: Janitorial Services for Adult Probation Office

On July 30, 2009 the Purchasing Department opened eight (8) bids for Janitorial Services for the Adult Probation Office. After reviewing the bids, it is recommended the bid be awarded to the low bidder, Service Master for \$460.00 a month. The previous contract was for \$748.00 a month.

I have placed this on the August 11, 2009 Board agenda for your approval. If you have any questions, please feel free to call me at 593-4476.

August 3, 2009


Beth Cunard

cc: Mark Wayne
Scott Bovick
Deb Houghtaling
Brian Hanson
Ross Richards
Jodi York

Deb Houghtaling

Sarpy County Clerk

1210 Golden Gate Drive, Suite 1118
Papillion, Nebraska 68046-2895

Phone: (402) 593-2105
Fax: (402) 593-4360

Fred Uhe
Chief Deputy

August 17, 2009

Service Master
Attn: Keith Acker
15017 Industrial Rd
Omaha NE 68144

RE: Janitorial Services for Adult Probation Office

Action by the Sarpy County Board on August 11, 2009 is as follows:

Public Hearing and Resolution (2009-220): Award Bid for Janitorial Services for Adult Probation Office. Beth Cunard

MOTION: After a public hearing, Richards resolved, seconded by Jansen, to approve Resolution 2009-220 to accept the low bid of Service Master in the monthly amount of \$460 as specified in the bid. Ayes: Hike, Jones, Richards, Thomas & Jansen. Nays: None.

Enclosed are **two originals** of the contract agreement. Please have them **signed and attested** by a representative of your company and **return one original** to this office.

PLEASE NOTE: Please **provide** the required **insurance certificate(s)** in the stated amount(s) per Specifications, Terms and Conditions, Section #12 and the fully executed **Agreement** prior to beginning work under this agreement.

Mail to: Sarpy County Clerk
Attn: Chris Vance
1210 Golden Gate Dr
Papillion NE 68046-2895

Sincerely,



Debra J. Houghtaling
Sarpy County Clerk

DJH/tj

AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and Service Master, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Janitorial Services for the Sarpy County Adult Probation Office; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR:

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Janitorial Services in conformity with each and every term, condition, specification, and requirement of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Sarpy County Facilities Management
1210 Golden Gate Drive
Papillion, NE 68046

- E. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY:

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

SAVINGS CLAUSE:

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

Vendor: Service Master
Attn: Keith A. Acker
15017 Industrial Rd.
Omaha, NE 68144

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 14th day of August, 2009.

(Seal)



COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Debra J. Houghtaling
Sarpy County Clerk

Don Jones 8/11/09
Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

[Signature]
Deputy County Attorney

Vendor: ServiceMaster

By: Keith A. Acker

Title: General Manager

Attest:

[Signature]
Witness

[Signature]

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
8/21/09

PRODUCER
 402-399-9800
 Wells Fargo Insurance
 Services of Minnesota, Inc
 11010 Regency Circle 3rd Floor
 Omaha, NE 68114

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A General Casualty Companies

INSURED
 ServiceMaster Comm/Bldg
 Stemm Resources Inc. dba
 15017 Industrial Rd.
 Omaha NE 68144

COMPANY B

COMPANY C

COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	CCI0700010	4/01/09	4/01/10	GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 PERSONAL & ADV INJURY \$ 1000000 EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 300000 MED EXP (Any one person) \$ 5000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	CWC0700008	4/01/09	1/10/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 100000 EL DISEASE - POLICY LIMIT \$ 500000 EL DISEASE - EA EMPLOYEE \$ 100000
A	OTHER Business Services Bond	91BSBFJ6542	3/31/09	3/31/10	Limit \$50,000 for Employee Dishonesty

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

Sarpy County Board
 Business Office
 1210 Golden Gate Drive
 Papillion, NE 68046

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Eric J Bennett

Aug. 27. 2009 2:42AM



CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

- This certifies that:
- STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
 - STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
 - STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
 - STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
 - STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: Stem Resources Inc							
ADDRESS OF NAMED INSURED: 15017 Industrial Rd Omaha, NE 68144-3233							
POLICY NUMBER	187 5831-A06-27S						
EFFECTIVE DATE OF POLICY	07/06/09-01/06/10						
DESCRIPTION OF VEHICLE (Including VIN)	'99 Ford E150 Van 1FTRE14W7XHC19661						
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
LIMITS OF LIABILITY							
a. Bodily Injury							
Each Person	\$500,000	\$500,000					
Each Accident	\$500,000	\$500,000					
b. Property Damage							
Each Accident	\$100,000	\$100,000					
c. Bodily Injury & Property Damage Single Limit							
Each Accident							
PHYSICAL DAMAGE COVERAGES							
a. Comprehensive	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 250 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible					
b. Collision	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible					
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
HIRE CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

Jim Sullivan
Signature of Authorized Representative

Agent

08/19/2009

Agent's Code Number

Date

Name and Address of Certificate Holder

Name and Address of Agent

Sarpy County Board Business
1210 Goldengate Dr.
Papillion, NE 68046

Jim Sullivan
14543 West Center Road
Omaha, NE 68144
402-333-1127

AUG. 27. 2009 2:42AM



Certificate of Insurance

This certifies that

- State Farm Fire and Casualty Company, Bloomington, Illinois
State Farm General Insurance Company, Bloomington, Illinois
State Farm Fire and Casualty Company, Aurora, Ontario
State Farm Florida Insurance Company, Winter Haven, Florida
State Farm Lloyds, Dallas, Texas

insures the following policyholder for the coverages indicated below.

Policyholder: STEMM RESOURCES INC
Address of policyholder: 15017 INDUSTRIAL RD OMAHA NE 68144-3233
Location of operations:
Description of operations: Janitorial Cleaning Contractor

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

Table with columns: Policy Number, Type of Insurance, Policy Period (Effective Date, Expiration Date), Limits of Liability (at beginning of policy period). Includes rows for Comprehensive Business Liability, EXCESS LIABILITY (Umbrella), and Workers' Compensation and Employers Liability.

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certification Holder

Sarpy County Board Business
1210 Goldengate Dr
Papillion NE 68046

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Handwritten signature of Jim Sullivan

Signature of Authorized Representative: Jim Sullivan
Agent Name: Jim Sullivan
Telephone Number: (402) 333-1127
Date: 08/25/09

Agent's Code Stamp: JIM SULLIVAN, STATE FARM INSURANCE, 14543 W CENTER RD, OMAHA, NE 68144