

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 janitorial services have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

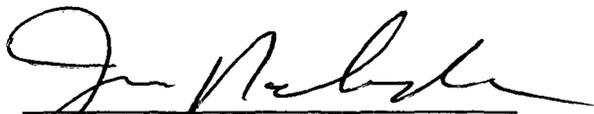
WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

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

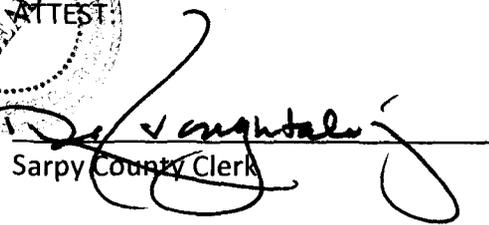
NOW, THEREFORE, be it resolved by this Board of County Commissioners that:

1. The low bid of Service Master for Janitorial Services in the amount of Six Hundred Ninety Dollars, monthly (\$690.00) 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.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 10th day of July, 2012.


 Sarpy County Board Chairman




 Sarpy County Clerk

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. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor 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.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

E. 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:

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

F. 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.

IV. 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.

V. 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
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 10th day of July, 2012.

(Seal)



[Signature]
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

[Signature] 7/10/2012
Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

[Signature]
Deputy County Attorney

Vendor: ServiceMaster

By: Kent A. Acke

Title: Managing Partner

Attest:

[Signature]
Witness

[Signature]

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Senior Buyer/Contract Administrator
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

MEMO

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

On June 21, 2012 the Purchasing Department opened two (2) 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 \$690.00 a month. It was anticipated that four (4) vendors would submit bids but three (3) vendors attended the mandatory prebid and two (2) of those vendors choose to submit a bid.

The current recommendation compares to previous bid awards as follows:

Proposed	Service Master	\$690
2009-current	Service Master	\$460
2006-2009	Darn Dependable	\$748

I have placed this on the July 10, 2012 Board agenda for your approval. If you have any questions, please feel free to call me at (402) 593-4476.

July 3, 2012

Beth Garber

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

MEMORANDUM

SARPY COUNTY
FACILITIES MANAGEMENT

Date: July 3, 2012

To: Beth Garber

From: Ross Richards

Subject: **Janitorial Service – Adult Probation Day Reporting Center**

Facilities Management reviewed bids from Service Master and FBG Service Corporation. Service Master appears to be the lowest responsive and responsible bidder. Service Master is the current janitorial service provider at the Day Reporting Center and they are in good standing with Adult Probation.

Based on bid amounts and their excellent track record, Facilities Management recommends awarding the subject project to Service Master.

Please contact me at 593-4358 if you have questions or need additional information.

Sarpy County, Nebraska
Adult Probation Janitorial Services
Bid Tab

Bid Open:
2:00 p.m., Thursday
June 21, 2012

	Service Master	FBG Service Corp.
MONTHLY RATE	\$690.00	\$937.00
ADDITIONAL FEES	N/A	None
EMERGENCY PER HOUR CHARGE	\$65.00	\$18.50

COMPANY NAME: ServiceMaster

Sarpy County, Nebraska
Janitorial Services
Bid Form

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.	\$ <u>690.⁰⁰</u>

Additional Fees or Surcharges: N/A

Emergency or Additional Services \$65 per hour

Company Information:

Years in business: 20

of employees 121

Total sales last 3 years
2011 - \$1,770,505
2010 - \$1,753,744
2009 - \$1,712,258

References:

Company Name: Hunt Transportation
Address: 10770 I St. Omaha, NE 68127
Contact Name: Laurie Galley Phone Number: (402) 339-3003
Fax Number: N/A Date of Purchase: June, 1998
Email: N/A

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: N/A Date of Purchase: March, 2009
Email: Schulerr@CTK-omaha.org

Company Name: Intersystems
Address: 9575 N. 109th Ave Omaha, NE 68142
Contact Name: Sue Warren Phone Number: (402) 697-6445
Fax Number: N/A Date of Purchase: March, 2009
Email: Swarren@intersystems.net

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

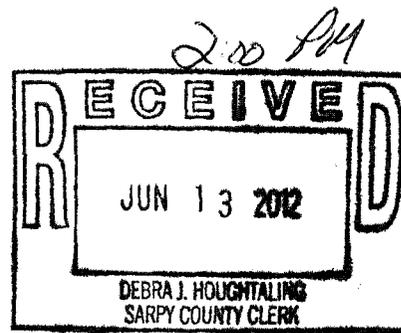
(402) 697-3830

Fax Number

Keith.Acker@smcb.omh.coxmail.com

E-Mail Address

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



BID

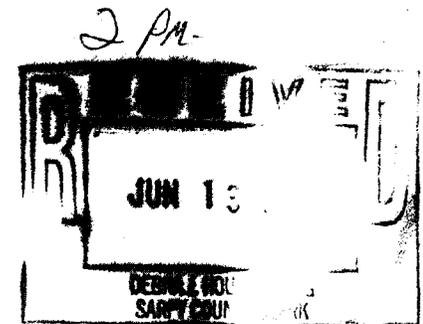
FOR Janitorial Services for the
Adult Probation Lease Office

TO BE RECEIVED UNTIL 2 P.M.

DATE June 21st, 2012

FROM

Service Master



DEBRA HOUGHTALING
SARPY COUNTY CLERK
1210 GOLDEN GATE DRIVE
PAPILLION, NEBRASKA 68046-2895