

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AUTHORIZING CHAIRMAN TO SIGN AGREEMENT FOR CUSTODIAL SERVICES
FOR SARPY COUNTY OFFICES

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), 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 2007), the powers of the County as a body are exercised by the County Board; and,

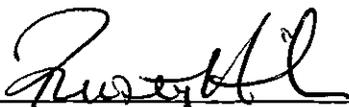
WHEREAS, informal quotes for this matter have been solicited and reviewed pursuant to applicable Nebraska State Statutes; and,

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 informal quote of Midwest Maintenance for Custodial Services in the amounts listed on the Bid Form attached 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.

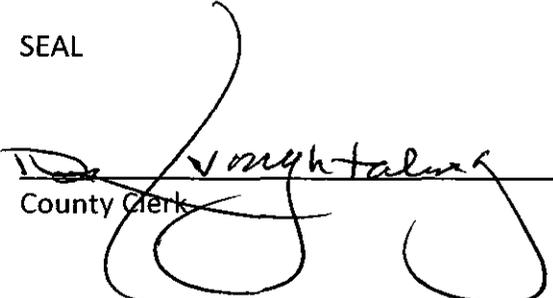
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 6th day of November, 2012.



Sarpy County Board Chairman

Attest:

SEAL



County Clerk



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: Custodial Services Agreement

Incorporated into the 2013 fiscal year budget was a full time custodial staff person for the Facilities Management Department. The purpose of this position was to eliminate the need for an outside cleaning company for the Administration Building. Therefore, the current contractor, Marsden Building Maintenance, was informed that effective December 17, 2012 the agreement would be terminated. This termination included other County locations.

Therefore, the County solicited informal quotes for custodial services for the Highway Shop on Platteview and in Gretna along with the Welcome Center. Several of the contractors recently acquired large accounts and were not able to participate with other vendors not being able to meet the specifications. The County received a favorable proposal from Midwest Maintenance for the needed services. We previously paid Marsden \$1,578 a month for the three buildings. Midwest Maintenance proposed \$1,654.71 a month.

The attached agreement is recommended for approval. If you have any questions, please contact me at bgarber@sarpy.com.

November 2, 2012


Beth Garber

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Ross Richards

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 Midwest Maintenance, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Custodial Services for Various County Buildings for the Sarpy County Facilities Management Department; 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 Custodial Services for Various County Buildings 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:

Deb Houghtaling, County Clerk
Sarpy County Courthouse
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: Mr. Bruce Setlik
Midwest Maintenance
2901 Q Street
Omaha, NE 68118

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 2 day of November, 2012. 6th

(Seal)



ATTEST:

[Signature]
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

[Signature] 11/6/12
Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

[Signature]
Deputy County Attorney

Vendor: Midwest Maintenance

By: Bruce J Setlik

Title: Sales Director

Attest:

Witness

[Signature]
11-2-12

COMPANY NAME: Midwest Maintenance

**Sarpy County, Nebraska
Custodial Services for Various County Buildings
Bid Form**

Location	Frequency	Monthly Rate
Public Works Shop - Platteview Rd. 15100 S. 84 th Street Papillion, NE 68046	Daily	\$ <u>869³¹</u>
Public Works Shop - Gretna 21804 R&R Road Gretna, NE 68028	Tuesday & Thursday	\$ <u>402⁶⁰</u>
Sarpy County Tourism 14333 S. Hwy 31, Ste. C108 Gretna, NE 68028	Tuesday & Thursday	\$ <u>382⁸⁰</u>

*Prices are to be F.O.B. - Various Locations, Sarpy County, Nebraska

Additional Fees or Surcharges:

None

Emergency or Additional Services: \$ \$25⁹⁸ per hour.

Company Information:

Years in business:

48

of employees

438

Total sales last 3 years

2011 = \$9,100,000 Annual
2010 = \$9,200,000 Annual
2009 = \$9,500,000 Annual

References:

Company Name: Gallup Riverfront Campus
Address: 1001 Gallup Drive, Omaha NE 68102
Contact Name: Ed Miller Phone Number: 402-951-2003
Fax Number: 402-938-5927 Date of Purchase: 2006
Email: ed.miller@gallup.com

Company Name: Case New Holland
Address: 3445W Stoller Park Road, Grand Island NE 68802
Contact Name: Scott Woods Phone Number: 308-379-0492
Fax Number: 308-389-5812 Date of Purchase: 2007
Email: scott.woods@cnh.com

Company Name: Alegent Creighton University Medical Center
Address: 601 North 30th, Omaha NE 68131
Contact Name: Carol Mc Cormick Phone Number: 402-449-4812
Fax Number: 402-449-5020 Date of Purchase: 2007
Email: Carol.mcCormick@tenethealth.com

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

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

Addendum #1 yes - BJS
Addendum #2 _____

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

Midwest Maintenance
Company Name

Bruce Setlik
Authorized Signature

2901 Q St.
Address

Omaha NE 68118
City, State & Zip

Bruce Setlik
Company Representative (Please print)

402-733-1114 x=123
Telephone Number

402-733-5385
Fax Number

BSetlik@Midwestinc.net
E-Mail Address

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

SPECIFICATIONS

Custodial Services for Various County Buildings For the Facilities Management Department

SARPY COUNTY, NEBRASKA

PROPOSALS DUE: 12:00 p.m., Friday, October 12, 2012

General Information

Notice to Vendors

Sarpy County is seeking proposals for Custodial Services for Various County Buildings for the Facilities Management Department. The successful Vendor will enter into a Contract (see attached Exhibit "A") for a period of one (1) year commencing on December 17, 2012 until December 16, 2013.

Bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 12:00 p.m., Friday, October 12, 2012. Bids shall be clearly marked "Custodial Services for Various County Buildings" and shall have the name of the Vendor, and the time and date of the bid opening. Bids can be emailed to bgarber@sarpy.com. Bids received after the above stated time and date will not be considered.

Requests for information and clarification questions must be received by October 5, 2012 at 12:00 P.M. in order for Sarpy County to have time to issue an addendum.

There will be a non-mandatory pre-bid meeting on October 3, 2012 at 10:00 a.m. The pre-bid meeting will be in the Administrative Conference Room located at 1210 Golden Gate Drive, Papillion, NE 68046.

Bidding criteria must be received from Beth Garber, Purchaser, 1210 Golden Gate Drive, Papillion, NE 68046, (402) 593-4476, bgarber@sarpy.com or via the internet at www.sarpy.com.

Vendors that obtain specifications from the internet sites are responsible for obtaining any addenda that may be added at a later time.

All bids submitted shall be valid for a period of sixty (60) days following the final date for submission of bids.

Sarpy County will not be liable for costs incurred by Vendors for proposal preparation, printing, demonstration, or any other costs associated with or incurred in reliance on proposal creation. All such costs shall be the responsibility of the Vendor.

The bids shall include all charges and applicable taxes, F.O.B., Sarpy County, Nebraska. The Vendor need not include sales tax in the bid. Sarpy County will, upon request, furnish the successful Vendor with a completed State of Nebraska Tax Exempt Form 13 upon acceptance of the successful Vendor's proposal.

The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.

In the event of conflict between unit price and extended price, unit price shall prevail.

Procedures for Evaluation and Awarding of Bid

1. Evaluation will be done by Beth Garber, Sarpy County Purchaser along with personnel from the Facilities Management Department. After evaluation the Purchaser will make a recommendation to the County Board of Commissioners for award of contract. The Commissioners award the bid by majority vote.
2. The following factors will be used to consider the award of the bid, where applicable:
 - a. Compliance with all requirements.
 - b. Price.
 - c. The ability, capability, and skills of the Vendor to perform.
 - d. The character, integrity, reputation, judgment, experience, and efficiency of the Vendor.
 - e. The quality of previous performance.
 - f. Whether the Vendor can perform within the time specified.
 - g. The previous and existing compliance of the supplier with laws.
 - h. The life-cost of the personal property or services in relation to the purchase price and specified use.
 - i. The performance of the personal property or service taking into consideration any commonly accepted tests and standards of product, service, usability and user requirements.
 - j. The energy efficiency ratio as stated by the supplier.
 - k. The life-cycle costs between alternatives for all classes of equipment, the evidence of expected life, the repair and maintenance costs, and the energy consumption on a per year basis.
 - l. Such other information as may be secured having a bearing on the decision.

Terms and Conditions:

1. Information, Discussion, and Disclosures:
 - a. Any information provided by Sarpy County to any Vendor prior to the release of this Request for Proposal ("RFP"), verbally or in writing, is considered preliminary and is not binding on Sarpy County.
 - b. The Vendor must not make available nor discuss any cost information contained in the proposal to or with any employee of Sarpy County from the date of issuance of this RFP until the contract award has been announced, unless allowed by the Sarpy County Purchasing Department in writing for the purpose of clarification or evaluation.
 - c. No interpretation of the meaning of the specifications, or other bidding documents, nor correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.

- d. Every request for such interpretation or correction should be in writing, addressed to the Sarpy County Purchaser, Beth Garber, 1210 Golden Gate Drive, Papillion, NE 68046 or bgarber@sarpy.com. **Requests must be received by October 5, 2012 in order for Sarpy County to have time to issue an addendum. Requests received after deadline may not be considered.** In case Sarpy County finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Vendors at the respective addresses furnished for such purpose.

2. Addenda:

- a. All addenda will become part of this RFP and must be responded to by each Vendor.
- b. All addenda must be acknowledged in writing in the bid submitted by the Vendor.
- c. This RFP, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

3. Confidentiality of Documents:

Sarpy County considers all information, documentation and other materials requested to be submitted in response to this proposal to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under Neb. Rev. Stat. § 84-712.05(3).

Vendors are hereby notified that Sarpy County strictly adheres to all statutes, court decisions, and opinions of the Nebraska Attorney General with respect to disclosure of RFP information.

Any “proprietary, trade secret, or confidential commercial or financial” information must be clearly identified, in a separate sealed envelope, at the time of bid/proposal submission. **Pricing information is not considered financial information and therefore is not considered confidential.** Please note: even if Vendor believes pricing information is confidential and includes it in a separate, sealed envelope, such information will be read aloud and entered into record during the public bid opening. For all other appropriately identified proprietary, trade secret, or confidential commercial or financial information, the Vendor will be required to fully defend, in all forums, Sarpy County’s refusal to produce such information; otherwise, Sarpy County will make such information public upon request.

4. Non-Discrimination Clause:

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 1996), Vendor declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq. (Reissue 2004), in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

5. Conflict of Interest Clause:

Pursuant to Neb Rev. Stat. §23-3113 (Reissue 1997), the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

6. Payment Terms:

The successful Vendor shall submit an itemized monthly invoice for payment to the County's Facilities Management Department for services performed during the preceding month. At a minimum, the following information should be included:

1. Specific location at which services were performed;
2. Dates or period during which services were performed; and
3. Amount of payment requested based upon the terms and conditions of the Agreement.

Upon verification by the County of the labor hours required to perform additional or emergency services, any additional services shall be compensated at the hourly rate provided on the Vendor's Schedule of Prices listed on the Bid Form. ***Vendor shall submit a complete list of possible additional or emergency services provided and the hourly rate with their bid.***

The Vendor shall submit a separate detailed monthly invoice to Facilities Management for these services, and shall itemize the added services on the invoice, showing the labor hours for each item and the hourly rate.

No additional charges or fees shall be added to the invoices unless approved, in writing, by the Purchasing Department.

Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice and satisfactory delivery of services.

7. Supplemental Terms and Conditions/Modifications:

Any supplemental terms, conditions, modifications, or waiver of these terms and conditions must be in writing and signed by the Sarpy County Board Chairman and the Vendor.

8. Term:

The Contract will be for a one (1) year period commencing on December 17, 2012 until December 16, 2013.

9. Termination:

Either party may terminate the Contract with ninety (90) days' written notice to the other.

10. Residency Verification:

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.

11. 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.

12. Insurance Requirements:

The Vendor shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.

Vendor shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Vendor allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees. These insurance coverages shall specifically state, or be endorsed to state, that thirty (30) days notice shall be given to the County in the event of cancellation of, or material change in, any of the coverages.

Workers' Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000. The County is to be named as an additional insured on the insurance coverage required under this

section.

Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident. The County is to be named as an additional insured on the insurance coverage required under this section.

Certificate of Insurance

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Vendor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County. The County is to be included as an additional insured on the Commercial General Liability and the Automobile Liability insurance coverage required under this section.

The Vendor shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Vendor in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

Insurance Company

All insurance coverages herein required of the Vendor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Vendor shall furnish evidence that the insurance company or companies being used by the Vendor meet the minimum requirements listed in this section.

Upon request by the County, the Vendor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the Vendor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Vendor is required to notify the County within thirty (30) days of any deviations from the minimum requirements presented in this section.

13. Assignment:

The Vendor may not assign this Contract without the prior written consent of the County.

14. Subcontracting:

Vendor may not subcontract the work to be performed, without prior written consent of the County. If such consent is granted, Vendor will retain responsibility for all work associated with the Contract. The Vendor must identify any subcontractors it intends to use in the execution of this Contract. The Vendor must identify subcontractors in writing within the proposal.

15. Independent Contractor:

The Vendor shall in the performance of the Contract at all times be an independent contractor and not an employee or agent of the County. The Vendor, its officers, employees and agents shall at no time represent the Vendor to be other than an independent contractor or represent themselves to be other than employees of the Vendor.

16. Indemnity:

The Vendor shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Vendor or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this Contract.

Specifications

Sarpy County is seeking proposals from qualified companies for custodial services for the Platteview Rd. Public Works Shop, Gretna Public Works Shop and the Sarpy County Welcome Center, Monday through Friday except holidays. Exhibit B details the building specifications and specific services requested for each area.

1. Scope of Services:

Sarpy County buildings currently occupy a space of the following approximate cleanable square feet:

- a. Platteview Road Public Works Shop, 15100 South 84th Street, Papillion, NE 68046: 4,930sf of total cleaning area.
- b. Gretna Public Works Shop, 21804 R&R Road, Gretna, NE 68028: 1,784sf of total cleaning area.
- c. Sarpy County Welcome Center, 14333 S. Hwy 31, Ste C108; Gretna, NE 68028: 1,738sf total cleaning area.

These spaces requires a range of general and specific janitorial services on a regularly scheduled basis. Exhibit B identifies which services are required, and includes a

specification sheet detailing work to be performed on a daily, weekly, monthly, quarterly, and annual basis.

2. Service Dates:

Service dates shall be Monday through Friday and shall be exclusive of the following government holidays:

New Year's Day (January 1st)
Martin Luther King Day (third Monday in January)
Presidents' Day (third Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4th)
Labor Day (first Monday in September)
Columbus Day (second Monday in October)
Veteran's Day (November 11th)
Thanksgiving Day (fourth Thursday in November)
Friday after Thanksgiving (fourth Friday in November)
Christmas Day (December 25th).

3. Contact Persons:

After the Contract is awarded, the County will provide the successful Vendor with the names and phone numbers of all department representatives. These individuals will serve as the daily contacts with the Vendor for any questions or problems. The Vendor shall assign a Customer Service Representative to coordinate with the County on work included in the contract. The Customer Service Representative shall be available, during the hours of 8:00 a.m. and 4:45 p.m., to handle and resolve all issues including, but not limited to, billing and reporting.

The Vendor shall designate a competent "Night Supervisor" who shall represent the Vendor in matters pertaining to the Agreement between the hours of 6:00 p.m. and 7:00 a.m. Communications given to the Vendor's Night Supervisor shall be as binding as if given to the Vendor.

4. Vendor Employee Requirements:

All work shall be performed by personnel whom the Vendor directly employs and supervises. Prior to commencing work under the Agreement, the Vendor shall provide the County a list of Vendor employees designated to work in the County office included in the Agreement.

All work shall be performed by custodial personnel who have a sufficient level of training and job experience to be able to perform adequately all tasks and scope of work described in this Specification.

The Vendor shall ensure that all Vendor personnel designated to work in the County office have the ability to perform their assigned job duties in a reliable and trustworthy manner. *The Vendor shall obtain personal security bonds for each of the Vendor's employees assigned to perform work in the County office and shall provide written proof of such bonding within 10 days after award date.*

All Vendor personnel designated to work in the County office shall have the ability to read and/or follow written and verbal instructions, and must be able to speak and understand English sufficient to communicate with others when required in the performance of their job duties.

The Vendor agrees to furnish the County with picture identification of all authorized personnel who may be involved in providing service at the site prior to the first day of service and to give immediate written notice in the event of revocation of such authority. The identification package must be updated by the Vendor prior to any changes in personnel. The Vendor's employees shall follow all security procedures requested by the County.

All Vendor personnel designated to work in the County office shall sign a release form to authorize background checks within ten (10) days after award date unless there are extenuating circumstances beyond the Vendor's control. If such circumstances occur, the County must be so advised in writing prior to the tenth (10th) day after award date and a new deadline approved by the County. The County will pay for the cost of the background checks during the term of the Agreement. The Vendor shall be responsible for all the costs of background checks for new or replacement personnel only if the County is unable to complete the background checks and has to contract the background checks through a third party. The County shall have sole authority in determining if Vendor personnel is qualified to provide services on County property.

5. Vendor's Work Hours:

All work will be performed outside of the County's regular 7:00 a.m. to 6:00 p.m. working hours. Weekend work will not be permitted unless specifically authorized and scheduled in advance.

6. Vendor's Work Schedule:

Within ten (10) days after the award date, the Vendor shall furnish the County's Facilities Management Department with a work schedule of the custodial services to be provided at the specified location in accordance with the scope of work specified in the Agreement. Thereafter, if the Vendor desires to change the work schedule, the Vendor shall provide County's Facilities Management Department with a revised work schedule for coordination with the Facilities Management Department and effected departments and request approval before the changes are put into effect at the site.

7. Protection of Persons and Property:

The Vendor shall take all reasonable precautions to ensure the safety and protection of, and to prevent damage, injury or loss to, Vendor's employees and other persons. The Vendor shall comply with all applicable local, state, and federal laws and regulations pertaining to the safety and protection of Vendor's employees and other persons.

Vendor shall notify the County's Facilities Management Department within twenty-four (24) hours, or no later than the following day, of any accident/injury sustained by their employee(s) while working in the County office.

Vendor shall notify the County's Facilities Management Department within twenty-four (24) hours, or no later than the following day, of the property damage discovered or caused by their employee(s).

All damage or loss to any property caused in whole or in part by the Vendor or any person employed directly or indirectly by the Vendor shall be remedied by the Vendor at Vendor's expense and to the satisfaction of the County.

8. Notification of Problems or Emergencies:

The Vendor shall notify the County within twenty-four (24) hours, or no later than the following day, upon finding any broken fixture or any other building problem that requires maintenance or repair. Failure to provide the County with timely notification of such problems may be cause to make invoice deductions for failure to comply with the terms of the Agreement.

The Vendor shall notify the County immediately, or as soon as possible, upon discovering significant leakage from any fixture, major electrical hazard, or any other building condition, which could cause serious damage or harm to persons or property and should be repaired or mitigated immediately to stop or prevent damage from occurring. The County will provide the Vendor with emergency telephone numbers for the site maintained by the Vendor under the Agreement.

When a requirement is identified for an additional service that is not otherwise specified under the Agreement, or if an emergency requirement for additional services occurs, the County Facilities Management Department will coordinate directly with the Vendor's Supervisor to schedule such services. *Vendor must include the charge per hour for such services on the Bid Form.*

9. Vendor's Response Time:

The Vendor shall maintain a twenty-four (24) hour business phone or telephone answering service for the purpose of receiving County messages in an efficient and timely manner. The Vendor shall respond to all messages regarding incomplete or defective work or other issues before the expiration of the next County work day (8:00

a.m. to 4:45 p.m. Monday through Friday), and shall complete all remedial work within twenty-four (24) hours after receiving the County's message. If the Vendor does not complete remedial work within twenty-four (24) hours, the Vendor shall be subject to deductions for the value of work not performed in accordance with the Agreement. In addition, if the Vendor fails or refuses to perform any part of the work required by the Agreement within the response time, the County may contract with another outside source or may use County personnel to perform that work and may deduct all costs of any such work from the monthly amount due to the Vendor.

10. Supplies and Materials:

County will provide toilet paper, hand towels, seat covers, hand soap, air fresheners, and trash can liners (24" x 33" and 30" x 36"). Where possible, space will be provided for the storage of the Vendor's equipment, cleaning and custodial supplies.

The Vendor shall provide all other materials, supplies, products, tools, chemicals, cleaning equipment, safety equipment and transportation necessary for the cleaning process, including but not limited to floor stripping, cleaning, shampooing and waxing materials, cleansers, and dusting polish. All products shall be of best quality and shall be harmless to the finishes and surfaces on which they are used, and shall leave no harmful residues.

11. Safety and Product Control:

Within ten (10) days after award date, Vendor shall provide to the County's Facilities Management Department a current Material Safety Data Sheet (MSDS) binder, which includes MSDS sheets on ALL products used by the Vendor in the provision of services required under the Agreement. In addition, the Vendor shall provide all required MSDS information in an appropriate binder or folder **in the storage closet** in which such chemicals or products are kept and are to be used during the performance of work required by the Agreement.

The Vendor shall ensure that employees are sufficiently experienced, trained and capable of handling all chemicals and cleaning products according to product directions, instructions and precautions and in such a manner so as to minimize the possibility of exposure of facility occupants to any acid-based or caustic materials. Whenever possible, the Vendor shall provide chemicals, which are in the neutral range of the pH scale. All chemicals and products to be used shall be pre-approved by Sarpy County Facilities Management. All materials that are stored in a liquid state shall be stored on shelves not higher than three feet above the floor. All products stored in secondary containers shall be properly labeled as to the contents. The Vendor as required by Federal, State and local laws and regulations shall dispose of all unused products and empty containers. The Vendor shall provide the County with documentation of proper disposal of all products and containers used in the performance of services under the Agreement.

The Vendor shall ensure that employees are sufficiently experienced, trained and capable to take the necessary precautions, using appropriate chemical(s) and technique, when dealing with the cleanup of all bodily fluids and waste and in such a manner so as to minimize the possibility of exposure of facility occupants to blood-borne pathogens. The Vendor will not be responsible for the disposal of any bio-hazardous materials as the Adult Probation Department has contracted with a third party for that service.

12. Quality of Vendor's Work:

All services provided by the Vendor shall be performed in such a way that the finished result is equal to or exceeds industry standards. All work shall be performed as specified in the Agreement and in no way shall any time limits set forth by the Vendor interfere with the quality of work performed and compliance with the Agreement.

13. Quality Control, Inspections and Reports:

Quality control shall be assured by on-site inspections and reports provided by Vendor's Supervisor, Sarpy County Facilities Management. Specific requirements and responsibilities shall be as follows:

- a. The Vendor's Supervisor shall perform regular quarterly on-site inspections of the office site. The Vendor shall make an appointment, if necessary, with the County's Facilities Management Department to walk through the building to inspect the condition of the facility and note any problems or concerns the department may have regarding the custodial services being provided. The Vendor shall use reports, such as a Contract Compliance Inspection Report or a quality control report form, as needed to document or track quality control. The Vendor shall submit a monthly report to the County's Facilities Management Department detailing such quality control inspections. ***Vendor shall submit a copy of their quality control report form with their quote.***
- b. Sarpy County Facilities Management staff may make unannounced inspections at any time during the Vendor's work hours, or during the County's normal work hours, to determine if the Vendor's services comply with the terms of the Agreement. Any adverse findings as a result of such inspections shall be reported to the Vendor for correction in accordance with the time limits specified in the Agreement.

14. Company Information:

Vendor will provide the following company information on the bid form:

1. Years in business;
2. Number of employees; and,
3. Total sales for last three (3) years.

15. References:

Each Vendor must include with its proposal a list of no less than three (3) references that have purchased the specified product or service within the last two (2) years. The list must include the name of the company, and the name and phone number of a contact person for each company.

16. Deviations:

Once the bid has been accepted by Sarpy County, no deviations from the specifications will be accepted without prior written approval of Sarpy County.

17. Exceptions:

These specifications are minimum acceptable specifications. You may bid other than what is specified if it is of higher specification than what is requested. Vendor must list any exceptions to the bid specifications on the bid form.

18. Definition of Terms:

All work performed under the approved Agreement shall satisfy, as a minimum, the cleaning requirements and standards set forth herein. Refer to Exhibit B on for specific duties the County requires from the Vendor on a daily, weekly, monthly, quarterly, bi-annual and annual basis.

As used throughout this Specification, the following terms shall be defined as set forth below:

1. **CLEAN:** Surfaces must be free of dirt, dust, spots, streaks, stains, smudges, litter, gum, debris, hard water deposits, scuff marks, and other residue; to restore all items to their original condition and appearance.
2. **DISINFECT:** Cleaning in order to destroy any harmful micro-organisms by the application of an approved chemical agent.
3. **TILE FLOOR:** All ceramic and vinyl tile and rubber, linoleum or other sheet type flooring products, which are affixed to the sub flooring with mastic or adhesive.
4. **PARTITION:** The barriers between restroom stalls and walls or dividers within a facility, which do not touch the ceiling.
5. **VACUUMING:** The complete removal of lint, dust, loose soil, and debris by the use of an industrial-type vacuum cleaner.
6. **POLISHING:** The application of an oil-based, high quality wood preservative to furnishings and wiping the furnishings using a soft, non-abrasive cloth, so as not

to leave any residual surface polish.

7. **FIXTURE:** Toilets, urinals, toilet paper holders, hand towel dispensers, soap dispensers, sinks, floor drains, and any other items attached to the ceiling, wall, door or floor.
8. **FLOOR CARE:** For all floor care operations where furniture and equipment must be removed, no chairs, wastepaper baskets or other items shall be stacked on desks, tables or window sills. Upon completion of work, all furniture and equipment must be returned to its original location and position. Baseboards, walls, doors, furniture and equipment shall not be splashed, disfigured or damaged during floor care operations. The Vendor shall take precautions to advise building occupants of wet and/or slippery floor conditions. All tools and equipment shall be maintained in clean condition and neatly stored in the assigned storage areas, if available. All waxed surfaces must be maintained so as to provide safe anti-slip walking conditions.
9. **SWEEPING, DUST MOPPING AND DAMP MOPPING:** Hard surface floors shall be swept, dust mopped and damp mopped, leaving the floors clean and free of dirt streaks; no dirt shall be left in corners, under furniture, or behind doors. Entrances, or other outside surfaces included in the Agreement shall be swept of all dirt and trash. No dirt shall be left where sweepings were picked up.
10. **WET MOPPING AND SCRUBBING:** Floors shall be properly prepared by thoroughly sweeping to remove visible dirt and debris, and by removing of gum, tar, and similar substances from the floor surface. On the completion of mopping and scrubbing, floors shall be properly rinsed and dry-mopped to present an overall appearance of cleanliness; floors shall be clean and free of dirt, water streaks, mop marks, string, etc.; floors shall be dry and corners and cracks clean. When scrubbing is specified, it shall be performed by machine or by hand with a brush.
11. **CARPET CARE:** Carpets must be vacuumed thoroughly with an industrial-type vacuum cleaner. Carpeted floors shall be free of all visible litter and soil. Chairs, trash receptacles, and easily movable items shall be moved and the carpet vacuumed underneath. Any tears, burns or unraveling shall be brought to the attention of the County's Facilities Management Department in writing by means of the next regularly submitted Contract Compliance Inspection Report or quality control report.
12. **LOW MOISTURE/DRY EXTRACTION CARPET CLEANING:** All carpets shall be deep cleaned using low moisture/dry extraction method at the scheduled frequencies, using approved industrial carpet cleaning equipment.

13. **RUGS:** After thoroughly vacuuming, all rugs shall be cleaned and be free of dust balls, dirt, and other debris.
14. **DUSTING:** Dust shall be removed directly from the areas and surfaces on which it lies by the most effective means; appropriately treated dusting cloths, vacuuming tools, etc. When doing high cleaning, dust shall not be allowed to fall from high areas onto furniture and equipment below. Each dusting task shall result in the following:
 - a. There shall be no dust streaks remaining.
 - b. Corners, crevices, molding and ledges shall be free of all dust.
 - c. There shall be no oils, spots or smudges on dusted surfaces caused by dusting tools.
 - d. Few traces of dust will be found on any surface during routine inspections.
15. **DAMP WIPING:** This task consists of using a clean damp cloth or sponge to remove all dirt, spots, streaks, fingerprints and smudges from walls, glass and other specified surfaces, then drying to provide a clean, polished appearance. The wetting solution shall contain an appropriate approved cleaning agent. When damp wiping in toilet areas, a multi-purpose (disinfectant - deodorizer) cleaner shall be used.
16. **BRIGHT METAL POLISHING:** This task may be performed by damp wiping and drying with a suitable cloth so a polished appearance can be attained. However, if a polished appearance cannot be produced, the County's Facilities Management Department shall be contacted for direction as to the use of an appropriate, approved metal polish.
17. **WINDOW WASHING AND GLASS CLEANING:**
 - a. After each washing operation in accordance with the specified frequency, all glass, interior and exterior, shall be clean and free of dirt grime streaks, fingerprints and excessive moisture, and shall not be cloudy.
 - b. Window frames, sills and woodwork around interior and exterior glass and other surrounding areas shall be thoroughly wiped, free of any drippings and watermarks.
 - c. When building occupants will be seriously disrupted or inconvenienced by window cleaning operations, these activities shall be scheduled with the Department's designated contact person and/or the County's

Facilities Management Department.

18. **PORCELAIN WARE CLEANING:**

- a. All porcelain fixtures (including drinking fountains, sinks, urinals, toilets, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation of any kind or excess moisture.
- b. Walls, floors and other surfaces adjacent to fixtures shall be free of spots, stains, drippings and watermarks.
- c. **Toilets:** Special attention shall be given to floors around urinals and commodes to assure elimination of odors and stains, and to provide a uniformly clean appearance throughout.

19. **SPOT CLEANING:** Where specified, this task shall result in the removal of all smudges, spots, stains or other marks from the designated area or surface without causing discoloration, staining or damage.

20. **POLICING:** This task includes picking up and removing trash, paper, empty cans or bottles and other debris inside the building, including all offices, passageways, lobby waiting areas, and outside landings at entrances and exits; maintaining cigar/cigarette ash receptacles in a neat and presentable condition at designated smoking areas (if located at or adjacent to entrances or exits); keeping entry and exit ways inside the building free of dirt, dust, trash, cigarettes, and any excess water caused by inclement weather. Recycle materials (paper) shall be deposited into the appropriate recycling receptacles, if provided.

Exhibit "B"

BUILDING SPECIFICATIONS

The County shall provide all paper, sanitary, and hand soap products for dispensers, and various sizes of trash can liners. Contractor shall provide cleaning supplies and equipment.

DAILY SERVICE (Monday – Friday)

- A. General Cleaning
 - 1. Empty wastebaskets and place trash in dumpster; replace liners as necessary
 - 2. Empty exterior waste receptacles (adjacent to building), urns and ashtrays
 - 3. Clean water coolers
 - 4. Sweep outside landings at all entrances
 - 5. Empty any recycle containers and place recycled material in recycle bin
 - 6. Remove all graffiti from any interior walls and panels
 - 7. Clean all doors around door knobs and push plates
 - 8. Clean elevator car and doors inside and out
 - 9. Turn-off portable heaters if found in the on position; report incident to Facilities Management

- B. Floor and Carpet Care
 - 1. Sweep and dust mop all hard surface floors with treated mop
 - i. Includes all stairs
 - 2. Vacuum all carpeted floors including entry mats and elevator
 - 3. Damp mop all spills on hard surfaces
 - 4. Remove any material from carpet and hard surface floors

- C. Window Cleaning
 - 1. Clean entry door and lobby glass inside and out
 - 2. Clean all interior partitions and counter glass below 10 feet
 - 3. Clean all interior door glass

- D. Restroom Cleaning
 - 1. Empty waste containers and replace liners
 - 2. Sweep and wet mop floors
 - 3. Restock all dispensers with the proper product (hand soap, toilet paper, paper towels, etc.)
 - 4. Clean and disinfect all restroom fixtures (sinks, urinals, toilets, and dispensers)
 - 5. Unstop urinals, toilets, and sinks using a plunger (report needed repairs to Building and Grounds)
 - 6. Clean restroom mirrors and glass
 - 7. Replenish air fresheners in all restrooms
 - 8. Remove all graffiti from any interior walls and panels
 - 9. Wipe down all walls and partitions with damp cloth

- E. Dusting
 - 1. All tops of filing cabinets
 - 2. All desks where cleared

3. All table tops and counters where cleared

WEEKLY SERVICE (Fridays)

- A. General Cleaning
 1. Remove finger prints from doors, walls, and light switches
 2. Remove marks and clean all door kick plates
 3. Wash waste baskets and trash receptacles inside and outside
- B. Floor and Carpet Care
 1. Entirely damp mop hard surface floors
 - i. Includes all stairs
 2. Spot clean all carpeted floors
- C. Restroom Cleaning
 1. Scrub all sinks using an abrasive cleaner such as Ajax or a similar product
 2. Scrub toilets and urinals inside using an acid type bowl cleaner
- D. Dusting
 1. All windows and door sills
 2. All tops of ledges, baseboards, and partitions
 3. All chairs
 4. All stair railing and stringers
 5. Remove all cobweb locations: ceilings, corners, and crevices, etc.
 6. Light fixtures and ceiling vents
 7. No visible dust or cobwebs

MONTHLY SERVICE (Last Weekend of the Month)

- A. Floor and Carpet Care
 1. Buff all hard surface floors using a high speed machine
 2. Edge-out all carpet (areas that are out of reach during normal vacuuming)
 3. Wash stairs, railings and stair stringers
- B. Restroom Cleaning
 1. Wash all walls and partitions
- C. Dusting
 1. Vacuum all upholstered furniture

QUARTERLY SERVICE (January, April, July, and October)

- A. General Cleaning
 1. Wash exterior of all desks, filing cabinets, and tables
- B. Floor and Carpet Care
 1. Clean all carpet areas using a low moisture/dry extraction method

- C. Window Cleaning
 - 1. Wash the inside of all windows below 10 feet
- D. Dusting
 - 1. High dust all light fixtures, vents, and surfaces/ledges below 10 feet

BI-ANNUAL SERVICES (April and October)

- A. Restroom Cleaning
 - 1. Machine scrub restroom floors (porcelain tile floors)
- B. Floor and Carpet Care
 - 1. Strip and refinish all hard surface floors using an acrylic finish
- C.. Floor and Carpet Care
 - 1. Steam/Extract clean all carpet areas

HIGHWAY SHOP – PLATTEVIEW ROAD

SERVICES (Daily)

Total Cleaning Area: 4,930sf
 Carpet Area: 2,553sf
 Total Bathrooms: 2
 Bathroom Area: 185sf
 Total Fixtures: 8

HIGHWAY SHOP – GRETNA

SERVICES (Tuesday and Thursday Only)

Total Cleaning Area: 1,784sf
 Carpet Area: 1,273sf
 Total Bathrooms: 2
 Bathroom Area: 443sf
 Total Fixtures: 6

WELCOME CENTER – GRETNA

SERVICES (Tuesday and Thursday Only)

Total Cleaning Area: 1,738sf
 Carpet Area: 1,697sf
 Total Bathrooms: 1
 Bathroom Area: 42sf
 Total Fixtures: 2