

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 2012), 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 2012), 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 Clean Country, Inc. 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.

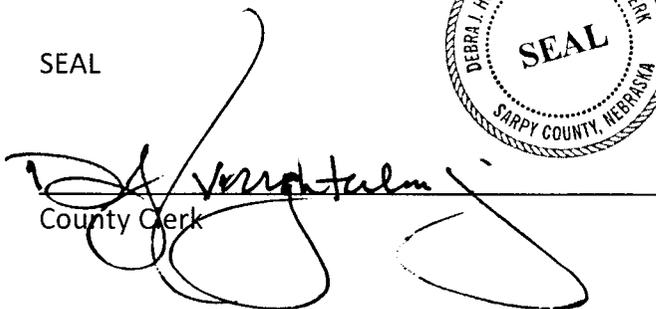
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 10th day of December, 2013.


Sarpy County Board Chairman

Attest:

SEAL




County Clerk

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE SUITE 1220
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

The County recently requested informal quotes for custodial services for various offices including Tourism, Gretna Public Works Shop and the Platteview Road Public Works Shop. Of the four (4) quotes received, Clean Country was the low bid of \$1,465.00 per month or \$17,580 annually.

The County has utilized both in house custodial personnel and outsourcing custodial services. For these three (3) offices it has been very beneficial for the County to outsource custodial services. The contractors are able to complete the work quicker with satisfactory performance without having to increase staff to the Facilities Management Department. When the County was performing the custodial duties the Facilities Management Department had one (1) staff member working full time on the three (3) locations, costing the County approximately \$33,800 in salary and benefits.

Please feel free to contact me with any questions at bgarber@sarpy.com.

December 3, 2013

Beth Garber

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

MEMORANDUM

SARPY COUNTY
FACILITIES MANAGEMENT

Date: December 2, 2013

To: Beth Garber

From: Ross Richards

Subject: Custodial Service for Various County Buildings

Facilities Management reviewed four bids for cleaning services at the Public Works Offices on 84th Street and in Gretna, and the Tourism's leased space. Clean Country, Incorporated appears to be the lowest responsive and responsible bidder.

Based on bid amounts, qualifications and positive references, Facilities Management recommends awarding the subject custodial contract to Clean Country, Incorporated.

If you have questions or need additional information, please contact me at 402-593-4358.

Bid Tab
 Custodial Services for Sarpy County Offices
 for the
 Facilities Management Department

	Clean Country Inc.	Citywide of Omaha	Jani-King Omaha	Midwest Maintenance
Platteview Highway Shop - Monthly Rate	\$763.00	\$1,583.00	\$1,290.00	\$911.85
Gretna Highway Shop - Monthly Rate	\$351.00	\$787.00	\$645.00	\$424.70
Gretna Welcome Center - Monthly Rate	\$351.00	\$579.00	\$650.00	\$397.07
Additional Fees or Surcharges	\$0.00	\$0.00	\$0.00	\$0.00
Emergency Services - Per Hour	\$20.00	\$15.00	Varies	\$25.98
Total Bid (without Emergency Services)	\$1,465.00	\$2,949.00	\$2,585.00	\$1,733.62

Deb Houghtaling

Sarpy County Clerk

Renee Lansman
Chief Deputy

1210 Golden Gate Drive #1250 • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

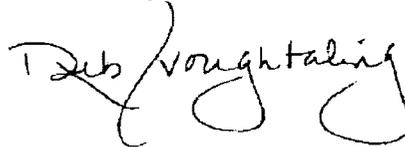
December 11, 2013

Mr. Sam Nocita
Clean Country Inc.
10125 "O" Street
Omaha, NE 68137

RE: Custodial Services for Sarpy County Offices Agreement

Enclosed is the original above referenced agreement signed by the Sarpy County Board Chairman on December 10, 2013 for your files.

Sincerely,

A handwritten signature in black ink that reads "Deb Houghtaling". The signature is written in a cursive style with a large initial "D" and "H".

Deb Houghtaling
Sarpy County Clerk

Enclosure
DH/kk

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 Clean Country Inc., hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Custodial Services for Various County Buildings for the 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 requirements 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:

Facilities Management Department
Sarpy County Courthouse
1210 Golden Gate Drive Suite 1450
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:

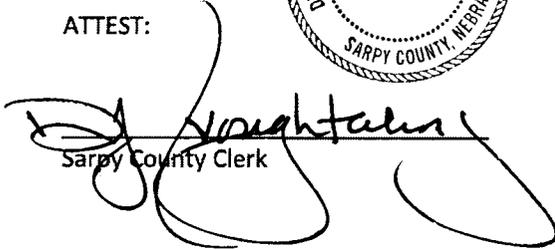
County:	Ms. Debra Houghtaling Clerk of Sarpy County 1210 Golden Gate Drive Suite 1250 Papillion, NE 68046
Vendor:	Mr. Sam Nocita Clean Country Inc. 10125 O Street Omaha, NE 68137

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 December, 2013.

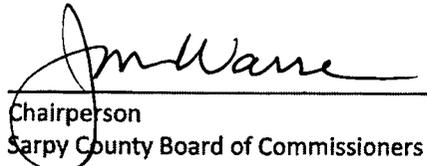
(Seal)



ATTEST:


Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

 12-10-13
Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:


Deputy County Attorney

Vendor: Clean Country Inc

By: SAM NORTON

Title: OPERATIONS MANAGER

Attest:

Witness