

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AGREEMENT FOR JANITORIAL SERVICES
FOR ADULT PROBATION OFFICE WITH CLEAN COUNTRY, INC.

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

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

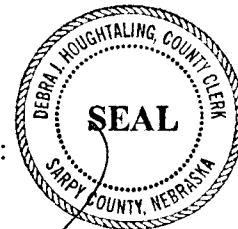
WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

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

1. The low informal quote of Clean Country, Inc. for Janitorial Services in the amount of Seven Hundred Five Dollars and No Cents, monthly (\$705.00) 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 11th day of August, 2015.

ATTEST:



Debra J. Houghtaling
Sarpy County Clerk

Brenda Karlson
Sarpy County Board Chairman

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

MEMO

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

On June 21, 2015 the Purchasing Department opened four (4) quotes for Janitorial Services for the Adult Probation Office Day Reporting Center on 36th and Chandler. After reviewing the quotes, it is recommended the County award the contract to Clean Country, Inc. for \$705.00 a month.

The current recommendation compares to previous bid awards as follows:

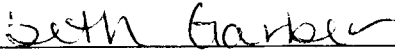
Proposed	Clean Country	\$705
2012-2015	Service Master	\$690
2009-2012	Service Master	\$460
2006-2009	Darn Dependable	\$748

The quotes received for this proposal are as follows:

Clean Country	\$705
Service Master	\$745
FBG	\$860
BMI	\$1,500

I have placed this on the August 11, 2015 Board agenda for your approval. If you have any questions, please feel free to call me at (402) 593-4476.

August 4, 2015


Beth Garber

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

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 Janitorial Services for the 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 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
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

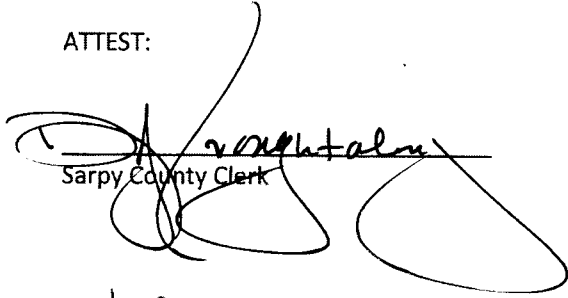
Vendor: Mr. Wayne Kittelson
Clean Country, Inc.
11025 O Street
Omaha, NE 68137

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 11th day of August, 2015.

(Seal)

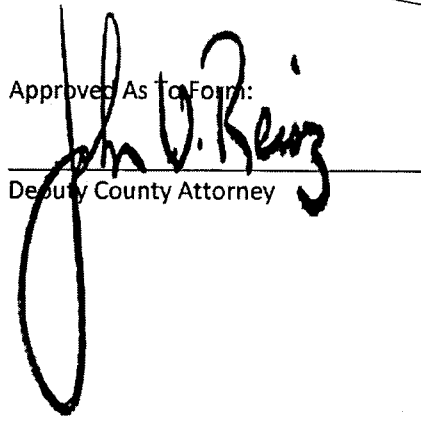
COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:


Sarpy County Clerk


Chairperson
Sarpy County Board of Commissioners

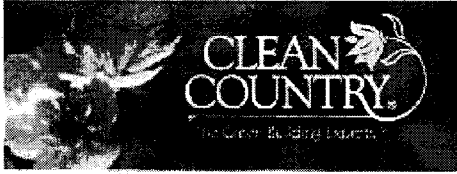
Approved As To Form:


Deputy County Attorney

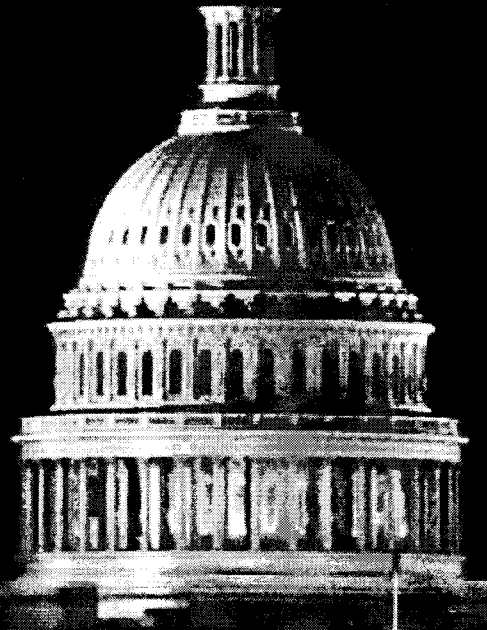
Vendor: Clean Country Inc.

By: Baro Mills

Title: COO



Serving
Government
Since 1981



The Four Essentials

Not Your Average Janitorial Service

1) NATIONWIDE

Clean Country is one of a handful of building services contractors with a proven track record for providing quality cleaning for large blocks of Government buildings nationwide. While most janitorial companies stay close to home, we've carved out a unique niche reaching further afield.

Following two years of practical experience running his own local cleaning business, in 1981, Jerome (Jim) Evans, Clean Country's President launched

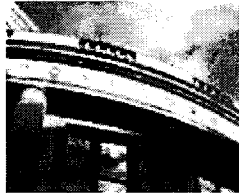
a bold plan for cleaning U.S. Armed Forces Recruiting Offices throughout a multi-state area¹.

The rest is history. *Today, Clean Country cleans over 280 Government facilities with a footprint that spans 34 states².* In addition to providing regularly scheduled custodial services, we perform special project work like carpet cleaning, floor maintenance etc. Recently, we cleaned 25,000 square feet of carpet and stripped and finished 10,000 square feet of tile at a U.S. Army Reserve Center.

2) ANY SIZE SPACE

Historically, Clean Country has specialized in meeting the cleaning needs of small to medium sized spaces. The recent addition of Mr. Baron Miller as our General Manager extends our competence to take on mega-sized properties.

While managing two world headquarters totaling 2.8 Million square feet, Baron frequently travels across the country to mentor other General Managers responsible for overseeing one million plus square feet facilities. He was selected by the world's leading supplier of athletic shoes and apparel (*revenues exceed \$18.6 billion*) to train senior management in all aspects of cleaning for their world headquarters in China.



3) QUALITY ASSURANCE PROGRAM

Over the years, customer satisfaction has been the golden thread woven throughout the tapestry of our service. As part of our four-tier "Quality Assurance Program", each month we ask our client Facility Managers throughout the country to take a few moments to grade our cleaning: A (Excellent), B (Good), C (Average), or D (Poor). Month after month, year after year, documentation confirms that *over 98% of our customers grade our cleaning as "Excellent" or "Good"*.³



(1) In those early days, Jim named his company Clean-1 Services, incorporating under the name Clean Country on December 20th, 1989.

(2) A number of these facilities are co-located with sister agencies under the same roof.

(3) Documentation available upon request.

