



## Heartland Office Cleaners

July 10, 2025

Brook Taylor  
Procurement Contract Officer  
State of Nebraska  
1526 K Street, Suite 130  
Lincoln, NE 68508

RE: RFP Number 121776 O5

Dear Ms. Taylor,

Thank you for the opportunity to bid on these services for the State of Nebraska. Heartland Office Cleaners has been providing commercial cleaning services in Lincoln and Omaha for over 30 years, and we are currently the cleaning vendor for the Nebraska State Capitol Building. As such, we fully understand the requirements and responsibilities we would have under the final RFP and the two Addendum documents.

Attached to this letter you will find the following items:

- Initialed Page 8 from the RFP for review of TERMS AND CONDITIONS
- Initialed Page 14 from the RFP for review of VENDOR DUTIES
- Initialed Page 19 from the RFP for review of PAYMENT
- Signed Page 37 from the RFP for the CONTRACTUAL AGREEMENT FORM
- Proposed Cost Sheet from the RFP for the RFP STATED MINIMUM HOURS
- Revised Cost Sheet deviating from the RFP with VENDOR ESTIMATED HOURS  
*(this is from our experience in cleaning buildings with similar characteristics)*

We are available to respond to any questions you may have with respect to our service bid. Furthermore, we are fully aware that the State may award this work to multiple vendors, and we look forward to continuing to serve the State of Nebraska wherever we are needed.

Best Regards,

Michael Rouw  
President & Owner

## II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Terms and Conditions Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Terms and Conditions Within Section as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
NR		None

The bidders should submit with their solicitation response any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the solicitation response as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one (1) Party has a particular clause, then that clause shall control,
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together,
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

### A. GENERAL

1. The contract resulting from this Solicitation shall incorporate the following documents:
  - a. Solicitation, including any attachments and addenda;
  - b. Questions and Answers;
  - c. Bidder's properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
  - d. Addendum to Contract Award (if applicable); and
  - e. Amendments to the Contract. (if applicable)

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) Executed Contract and any attached Addenda 3) Addendums to the solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda or attachments, and 5) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Vendor.




### III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Vendor Duties Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Vendor Duties Within Section as Written (Initial)	Exceptions Taken to Vendor Duties Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
		Insurance coverage maximum for Commercial Crime is lower than the \$1,000,000 specified in the RFP.

#### A. INDEPENDENT VENDOR / OBLIGATIONS

It is agreed that the Vendor is an independent Vendor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Vendor is solely responsible for fulfilling the contract. The Vendor or the Vendor's representative shall be the sole point of contact regarding all contractual matters.

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the bidder's solicitation response shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Vendor to the contract shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor respectively.

With respect to its employees, the Vendor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Vendor's employees, including all insurance required by state law,
3. Damages incurred by Vendor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Vendor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor



IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Payment clauses Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

- 1. The specific clause, including section reference, to which an exception has been taken;
- 2. An explanation of why the bidder took exception to the clause; and
- 3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, the bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Payment Clauses Within Section as Written (Initial)	Exceptions Taken to Payment Clauses Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
MR		none

- A. **PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)**  
Pursuant to Neb. Rev. Stat. § 81-2403, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."
- B. **TAXES (Nonnegotiable)**  
The State is not required to pay taxes and assumes no such liability as a result of this Solicitation. The Vendor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Vendor's equipment which may be installed in a state-owned facility is the responsibility of the Vendor.
- C. **INVOICES**  
Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. Invoices are to include the resulting contract number from this solicitation for reference. Services completed at State Patrol Headquarters should send invoices to [Jason.Dean@nebraska.gov](mailto:Jason.Dean@nebraska.gov) and [megan.boyer@nebraska.gov](mailto:megan.boyer@nebraska.gov). Services completed at all other locations in this solicitation should be sent to [SBD.LincolnCampusInvoices@nebraska.gov](mailto:SBD.LincolnCampusInvoices@nebraska.gov). The terms and conditions included in the Vendor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.
- D. **INSPECTION AND APPROVAL**  
Final inspection and approval of all work required under the contract shall be performed by the designated State officials.  
  
The State and/or its authorized representatives shall have the right to enter any premises where the Vendor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.
- E. **PAYMENT (Nonnegotiable)**  
Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Vendor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such goods or services.



## CONTRACTUAL AGREEMENT FORM

### BIDDER MUST COMPLETE THE FOLLOWING

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party.

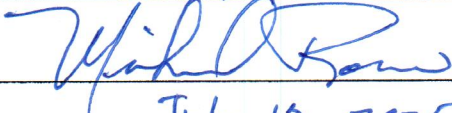
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

X NEBRASKA VENDOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Vendor. "Nebraska Vendor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).

\_\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

\_\_\_\_\_ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

### THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

COMPANY:	Heartland Office Cleaners
ADDRESS:	13335 A Street Omaha NE 68144
PHONE:	402-680-7838
EMAIL:	mroww@the-office-cleaners.com
BIDDER NAME & TITLE:	Michael Roww - President
SIGNATURE:	
DATE:	July 10, 2025

### VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)

NAME:	
TITLE:	
PHONE:	
EMAIL:	

## RFP 121766 05

## Cleaning Services - Various Lincoln Facilities

Bidder Name: Heartland Office Cleaners

Location	Address	Square Footage (Daytime)	Square Footage (Evening)	Minimum WEEKLY Manhours per RFP	Initial Term Base Monthly Cost
NSOB (Section V.H.)	301 Centennial Mall South	1,412	364,387	302	\$ 31,176.00
TSBC (Section V.I.)	1400 M Street	-	12,210	10	\$ 1,032.00
Executive (Section V.J.)	521 South 14th Street	-	21,420	10	\$ 1,032.00
501 (Section V.K.)	501 South 14th Street	18,910	29,765	160	\$ 15,852.00
1526-FNAB (Section V.L.)	1526 K Street	-	80,807	96	\$ 9,912.00
Ferguson (Section V.M.)	700 South 16th Street	-	6,105	6	\$ 624.00
State Health Lab (Section V.N.)	3701 South 14th Street	-	29,429	60	\$ 5,944.00
Surplus Property (Section V.O.)	5001 South 14th Street	1,493	-	4	\$ 432.00
Whitehall (Section V.P.)	2320 North 57th Street	29,867	57,820	60	\$ 5,944.00
Nebraska State Patrol HQ (Section V.Q.)	4600 Innovation Drive	-	84,000	120	\$ 11,889.00

**A La Carte Items:**

Cost per chair for chair cleaning (RFP Section v.G.6.a)	\$ 5.00
Cost per square foot for waxing hard surface floors (RFP Section V.G.6.b)	\$ 0.35
Cost per square foot for extracting/shampooing carpet (RFP Section V.G.6.c)	\$ 0.12
Hourly rate for performing work not noted in RFP (RFP Section V.G.6.d)	\$ 25.00
Cost per square foot for Additional Facility (RFP Section V.G.1-5)	\$ 0.09
	<i>Cleaning 2 days per week monthly cost per square foot.</i>
	<i>Cleaning 5 days per week monthly cost per square foot.</i>
	\$ 0.22



## RFP 121766 O5

## Cleaning Services - Various Lincoln Facilities

Bidder Name: Heartland Office Cleaners (revised bid)

Location	Address	Square Footage (Daytime)	Square Footage (Evening)	WEEKLY Manhours Vendor Estimated	Initial Term Base Monthly Cost
NSOB (Section V.H.)	301 Centennial Mall South	1,412	364,387	302	\$ 31,176.00
TSBC (Section V.I.)	1400 M Street	-	12,210	10	\$ 1,032.00
Executive (Section V.J.)	521 South 14th Street	-	21,420	16	\$ 1,656.00
501 (Section V.K.)	501 South 14th Street	18,910	29,765	120	\$ 11,889.00
1526-FNAB (Section V.L.)	1526 K Street	-	80,807	48	\$ 4,968.00
Ferguson (Section V.M.)	700 South 16th Street	-	6,105	6	\$ 624.00
State Health Lab (Section V.N.)	3701 South 14th Street	-	29,429	60	\$ 5,944.00
Surplus Property (Section V.O.)	5001 South 14th Street	1,493	-	4	\$ 432.00
Whitehall (Section V.P.)	2320 North 57th Street	29,867	57,820	60	\$ 5,944.00
Nebraska State Patrol HQ (Section V.Q.)	4600 Innovation Drive	-	84,000	120	\$ 11,889.00

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Cost per square foot for extracting/shampooing carpet (RFP Section V.G.6.c)	\$ 0.12
Hourly rate for performing work not noted in RFP (RFP Section V.G.6.d)	\$ 25.00
Cost per square foot for Additional Facility (RFP Section V.G.1-5)	<i>Cleaning 2 days per week monthly cost per square foot.</i> \$ 0.09 <i>Cleaning 5 days per week monthly cost per square foot.</i> \$ 0.22