

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.)
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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.)
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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.)
		

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 and megan.boyer@nebraska.gov. Services completed at all other locations in this solicitation should be sent to 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:	Sanitize360 LLC
ADDRESS:	4416 Victoria Ave Bellevue, NE 68123
PHONE:	402-915-0455
EMAIL:	Rudy@sanitize360.net
BIDDER NAME & TITLE:	Rudy Perez Owner / Founder
SIGNATURE:	
DATE:	7/11/2025

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

NAME:	Rudy Perez
TITLE:	Owner / Founder
PHONE:	402-915-0455
EMAIL:	Rudy@sanitize360.net

RFP 121766 05

Cleaning Services – Various Lincoln Facilities

Bidder Name: Sanitize360 LLC

Location	Address	Square Footage (Daytime)	Square Footage (Evening)	Initial Term Base Monthly Cost
NSOB (Section V.H.)	301 Centennial Mall South	1,412	364,387	\$ 20,000
TSBC (Section V.I.)	1400 M Street	none	12,210	\$ 800
Executive (Section V.J.)	521 South 14th Street	none	21,420	\$ 1,250
501 (Section V.K.)	501 South 14th Street	18,910	29,765	\$ 10,000
1526-FNAB (Section V.L.)	1526 K Street	none	80,807	\$ 4,000
Ferguson (Section V.M.)	700 South 16th Street	none	6,105	\$ 350
State Health Lab (Section V.N.)	3701 South 14th Street	none	29,429	\$ 5,000
Surplus Property (Section V.O.)	5001 S. 14th street	1,493	None	\$ 500
Whitehall (Section V.P.)	2320 North 57th Street	35,390	57,820	\$ 10,000
NEBRASKA STATE PATROL HEADQUARTERS (Section V.Q.)	4600 Innovation Drive Lincoln, NE 68521	none	84,000	\$ 10,000

A La Carte Items:

Cost per chair for chair cleaning (RFP Section V.G.6.a)

\$ 6.50

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)

\$ 0.18

Hourly rate for performing work not noted in RFP (RFP Section V.G.6.d)

\$ 20

Cost per square foot for Additional Facility (RFP Section V.G.1 – 5)

Cleaning 2 days per week monthly cost per square foot.

\$ 0.12

Cleaning 5 days per week monthly cost per square foot

\$ 0.10

Individual or Sole Proprietor United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §4-108 through 4-114, I attest as follows:

☒ I am a citizen of the United States.

-OR-

☐ I am a qualified alien under the federal Immigration and Nationality Act. My immigration status and alien number are as follows:

_____.
I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate, and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME

Rudy Daniel Perez Jr
(first, middle, last)

SIGNATURE

[Handwritten Signature]

DATE

7/11/2025

Sanitize360 LLC (S360) is a professional janitorial service provider specializing in high-compliance cleaning solutions for government and municipal facilities. With years of experience delivering consistent, reliable, and security-conscious services, our team is committed to upholding the highest standards of cleanliness and sanitation.

Capability Overview

Sanitize360 has extensive experience servicing government buildings, including courthouses, public service offices, and law enforcement agencies. Our team is fully trained in compliance with OSHA standards, CDC protocols, and any specialized facility requirements. We understand the unique needs of government environments, including the importance of confidentiality, consistency, and detailed documentation of cleaning procedures.

Our company utilizes advanced cleaning techniques, hospital-grade disinfectants, and environmentally responsible products to ensure a safe and sanitary workspace for both staff and the public. In addition, we provide tailored schedules and flexible staffing to minimize disruption to your daily operations.

References for Sanitize360 LLC

1. Name of Business: City of Papillion

Address: 122 e. 3rd Street #1/2, Papillion, NE 68046

Contact person: Terri Valquier

Telephone No.: 402-502-9667

Email: tvalquier@papillion.org

2. Name of Business: Nebraska National Guard

Address: 2433 NW 24th St, Lincoln, Ne 68524

Contact person: Keith Brocksmith

Telephone No.: 402-309-8473

Email: keith.d.brocksmith.nfg@army.mil

3. Name of Business: Lincoln Regional Center

Address: 801 W Prospector Pl, Lincoln, NE 68522

Contact person: Scott Collier

Telephone No.: 402-610-7309

Email: scott.collier@nebraska.gov

We are proud to expand our service offerings to include facilities throughout the City of Lincoln, with a special focus on Lincoln Police Departments. We understand the sensitivity, security protocols, and operational demands within law enforcement environments and are prepared to provide thorough, dependable service with respect for those working to serve and protect.

Sanitize360 looks forward to being a trusted partner in maintaining the integrity and hygiene of Lincoln's municipal buildings. Our team is equipped and prepared to begin service as needed and can adapt to evolving needs within your departments.