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To: Nebraska Education Television  
1800 N. 33<sup>rd</sup> St  
Lincoln, NE 68503

From: Jeff Cunningham, Sales Manager  
Midwest Maintenance Company, Inc.  
2901 Q Street  
Omaha, NE 68107  
402-733-1114 ext. 120



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**TAB 1**  
**CORPORATE OVERVIEW**



## **CORPORATE OVERVIEW**

Midwest Maintenance is the largest minority owned and female owned building service contractor in Nebraska, with more than 50 years of experience in providing high quality cleaning services. Paul and Alice Gutierrez founded Midwest Maintenance in 1965 and incorporated it in 1968. Jamie Gutierrez became President in 1995 and took ownership in 1997.

Today, Midwest Maintenance stands as a leader in the industry. Serving Nebraska, Iowa, North Dakota and Texas, our organization maintains a reputation for outstanding custodial and building services support. Since 2006, the growth of our organization has nearly tripled in the number of employees.

Promoting excellence starts with our people. Through exclusive training and educational programs specifically designed to inspire and reward productivity and growth, we recognize, develop and promote our talent from within.

### **Brand and Strategy**

Through our people we dedicate ourselves to the quality of your daily life. By creating a cleaner, healthier work place for you and your employees, Midwest Maintenance can provide you with the best environment for promoting productivity. We do this through proven procedures and technologies that are innovative, economical and efficient. Additionally, we will accomplish this by continuing to partner with vendors and suppliers equally devoted to improving upon the equipment, chemicals and methods that we use. Each of these principles is designed to improve your environment today and to help promote your success in the future.

Midwest Maintenance recognizes our cultural attributes as the guiding factor for our organization's growth and success. They define who we are as a company, as building service professionals and are attributes each employee is committed to:

- Transparency
- Open Communication
- Inclusiveness
- Accountability

We are members of the Building Services Contractors Association International (BSCAI), International Facilities Management Association (IFMA), Building Owners Management Association (BOMA), National Service Alliance (NSA), Association for the Healthcare Environment (AHE), Midwest Minority Supplier Development Council (MMSDC) and the Greater Omaha Chamber of Commerce.

Midwest Maintenance is a multidimensional company comprised of three dedicated divisions: Midwest Maintenance, Midwest Healthcare Environmental Services (MHES) and Midwest Essential Personnel Solutions (MEPS). Each division is supported at our Corporate Office:



2901 Q Street  
Omaha, NE 68107  
Office: 402-733-1114  
Fax: 402-733-5385

Housed in our corporate facility are the following: Human Resources, Accounting, Payroll, Warehouse, MEPS, MHES, Safety & Risk Management, Sales, Corporate Communications and Operations.

### **Proactive Attitude**

As your partner, we respect the culture and sensitivities involved in your daily business. Our team serves as your eyes and ears to proactively inform your Facility Managers of any potential concerns within your buildings. Additionally, our employees are trained to understand the sensitivity of the information within your business. We know what is important to protect you and your respected reputation as well as your employee and client investment.

### **Sense of Family**

The wellbeing of our employees and their families is very valuable to us; therefore, we choose to invest in them and the agencies they use in the community. By providing essential benefits programs as well as opportunities for growth, our employees understand our appreciation of them. We choose to pay above minimum wage in order to retain quality employees to minimize the turnover rates for our company and in your facilities.

### **Responsibility to the Community**

Midwest Maintenance endeavors to provide for those in the communities we serve. By partnering with us, you are helping your community and the agencies that affect the lives of your clients and employees alike.

Midwest Maintenance is actively involved in many agencies in our community including:

- United Way of the Midlands
- The Open Door Mission
- Collections for Food Banks
- American Cancer Society
- P.A.C.E.
- L.P.O.A.
- Team Mates

### **Continued Partnership**

Establishing a relationship with our clients is our top priority. Midwest Maintenance is positioned to expand our services into your facility listed in this RFP and is committed to providing you the caliber of quality we both expect.



## **Experience, Scope of Capabilities**

In the more than 50 years we have served the community, we recognize that companies as well as industries have different needs and requirements when it comes to janitorial building services. Midwest Maintenance has structured its organization into three divisions each specifically designed to meet the needs of the companies we serve.

**Midwest Maintenance** is responsible for supporting commercial, industrial and government clientele. Companies serviced by this division include Financial institutions, Non-profit organizations, Manufacturing, Nuclear and Coal Plants, Insurance companies, Business and Government offices of various sizes and scope. This division has extensive experience working with independent building owners as well as property management companies. Our processes and procedures are uniquely geared towards high security environments, multi-building office parks and radius tenant locations within 100 miles.

In 2002, Midwest Maintenance established a new division specifically tailored to the custodial needs of the healthcare industry. **Midwest Healthcare Environmental Services (MHES)** services Hospitals, Clinics, Plasma Centers and Senior Living facilities.

Our third division, **Midwest Essential Personnel Solutions (MEPS)** provides contingency staffing as a reliable source to meet on demand staffing needs. This 24/7 division of services was specifically designed to meet the staffing requirements of businesses needing short term personnel solutions. The MEPS division specializes in on-demand staffing needs for industries such as: event centers, light industrial, manufacturing, construction clean up and healthcare.

Midwest Maintenance is committed in becoming the single source solution for your facility management needs. Our Value-Added Services portfolio provides proactive solutions geared towards enhancing your facilities maintenance program.

## **Financial Stability**

Good financial business practices are a crucial part of our longevity in our industry. Midwest Maintenance has a proven track record of financial stability and continual growth.



## TAB 2

# UNDERSTANDING OF THE PROJECT REQUIREMENTS



## **Understanding of Project Requirements**

*Midwest Maintenance recognizes and understands the following project requirements below:*

### **A. SCOPE OF WORK**

The work and responsibilities described in this section represents the minimum acceptable performance under this proposal but are not intended to limit the activities of the contractor, which are necessary to provide that degree of service intended by this proposal. All work will be performed in a manner and to that degree which is representative of the best practices of the trade and of skilled workers.

1. The contractor shall provide management, supervision, required labor and schedule, coordinate and ensure effective completion of all work and services specified in this RFP.
2. Cleaning equipment, chemicals and supplies are to be furnished by the Contractor.
3. The work required is generally specified on a periodic basis in the "Schedule of Work." However, in undertaking this service, the contractor recognizes that some area of the building will receive more traffic and soil than others and agrees to perform all necessary services on a schedule which will maintain a uniform high level of cleanliness throughout all the areas. Work required on an "as needed" basis shall be performed where and when necessary or as requested by the building manager.
4. Contractor will service and maintain supplies in the paper towel dispensers, soap dispensers, hand sanitizer dispensers and replace batteries and fresh air canisters (supplied) in air fresheners.

### **B. STANDARDS OF WORKMANSHIP AND MATERIAL**

1. Performance under this contract will be evaluated on a monthly schedule and will be based on the provisions of this proposal and the best standards of the industry.
  - a. Special focus will be on the sanitary conditions and cleanliness of restrooms.
2. Evaluations made by the NETV inspectors will be final.
3. The definition of "clean", for the purposes of this proposal, shall mean that any surface would be absolutely free of dust, water spots, fingerprints, scum, film or deposits of any foreign matter. That the area would be absolutely free of any trash, litter or other material not an inherent part of the area or its function.
4. Custodial services will not interfere with normal NETV activities without the express approval of the NETV representative in charge of the area.
5. The Contractor will be held liable for any damage resulting from the actions of their employees in the pursuit of their work assignments under this proposal or from any activity by them resulting from their access to the areas concerned.





6. The Contractor will be responsible for maintaining OSHA approved safety standards for all personnel and work areas. Wet areas will be appropriately marked with "CAUTION" signs or roped off during work in occupied areas.
7. The Contractor will be responsible for the condition of storage and work areas assigned for their use. All custodial closets must be kept neat and orderly. All soiled and clean dust mop heads and wiping clothes must be placed in the galvanized covered containers.
8. Only those cleaning materials and supplies approved by NETV will be used in the maintenance of buildings under this contract. The contractor will present a written list of the cleaning compounds, chemicals, etc. that they propose to employ throughout the life of the contract. Safety Data Sheets for all chemicals used in the facility must be located at the work site. The bidder will also make available for inspection, on request, the mechanical equipment and any other items, which will be employed in the contract. No changes in approved products will be made without prior written approval of Custodial Services.

### **C. WORK SCHEDULES AND PROCEDURES**

1. Cleaning services specified shall be provided five (5) days a week Monday through Friday between the hours of 5:00 p.m. and 11:30pm. (unless otherwise indicated).
  - a. 1st floor cleaning hours are 5:00 p.m. – 11:30p.m.
2. The Contractor will be on call, to respond within one (1) hour, for emergency clean-up outside of the regular schedule, per a NETV representative. May include weekends and holidays as necessary or required.
3. The Contractor will be on call, to respond within four (1) hours, for clean-up outside of the regular schedule, per a NETV representative. May include weekends and holidays as necessary or required.
4. A formal inspection of the contract areas of the building will be conducted approximately once per month by a NETV representative, and the Contractor, or the Contractor's representative. The Contractor representative must be a supervisor directly or indirectly controlling the work crew in the building. Deficiencies noted on the inspection must be corrected within two (2) working days or at a time agreed upon by the NETV.
5. A call back inspection will be made within four working days of each formal inspection by the NETV representative and Contractor representative to re-inspect corrective action on deficiencies noted in the prior inspection.
6. All exterior doors are to remain closed and may not be propped open after NETV business hours. Contractor shall ensure that exterior doors close and latch. If there are issues with the external doors closing and latching, Contractor will notify Building Engineer. Exceptions to these conditions must be cleared with the NETV in advance except in case of emergency.
7. The Contractor will report on a daily basis all faulty and/or inoperative items in restrooms, offices, classrooms, corridors and elevators.



## **D. EMPLOYEES AND SUPERVISION**

1. The contractor shall employ only trained qualified people, as the Contractor deems necessary to perform the work.
2. The contractor shall have a responsible, capable supervisor on site while the Contractor's employees are on duty.
3. The Contractor shall require the Contractor's employees to comply with instructions that pertain to conduct and building regulations.
4. The Contractor will submit, prior to beginning work, a roster of employees, including addresses and phone numbers. The Contractor will update roster at least every 60 days, whenever the roster changes, or as requested by NETV.
5. The Contractor or Contractor's employee shall not:
  1. Use any office furniture, equipment, televisions, telephones, radios, tape recorders, record players, or any other type of equipment not related directly to their work.
  2. Occupy any office, classroom or lobby at any time other than when actually cleaning the area.
  3. Invite friends, relatives or other unauthorized person(s) into the building after the building has been secured.
  4. Unlock more than one door to any room while cleaning that area.
  5. Leave any area of cleaning unlocked upon completion of work.
  6. Unlock any interior or exterior doors for anyone unless an emergency exists.
  7. Relinquish building keys to anyone other than their own company personnel.
6. All contractor employees will wear identifying uniforms and/or name tags while on duty within the building. Proper identification should include the company and employee name.
7. The NETV will furnish all necessary building keys. Security access/I.D. cards will be provided to the contractor and must be worn at all times. The Contractor must report lost keys or cards and all inoperative locks and locking mechanisms to the NETV representative immediately.
8. The contractor shall ensure all employees assigned or having access to NET have undergone a criminal history check. Disqualifying criminal history include but are not limited to weapons offenses, acts of or threats of violence or bodily harm, theft, robbery, larceny, burglary, active arrest warrants and/or recent controlled substance violations. Cost of the criminal history is to be borne by the contractor.

## **E. LOST AND FOUND**

The Contractor shall insure that all articles found by his/her employees while performing their duties are placed in the lost and found box located at the Front Desk on 1st Floor entry.

## **F. SCHEDULED CLEANING**



All cleaning required on a monthly, quarterly, semiannual and annual schedule must be completed within sixty (60) days after the contract has been awarded unless otherwise noted. Items otherwise noted will be scheduled by the Building Engineer in coordination with the Contractor.

### **EQUIPMENT AND SUPPLIES**

The Contractor shall be required to furnish the following equipment and supplies. This should be viewed as a MINIMUM requirement unless otherwise noted.

Buffer	Waste Collectors
Dust Cloths	Brooms
Dust Mops	Mop Buckets
Floor Pads	Vacuum Cleaners
Wet Mops	Rags
Carpet Cleaner/Extractor	

The Contractor shall supply the following chemicals and supplies.

Sanitary Napkins	Trash Liners various sizes
Paper Towels	Toilet Paper
Hand Soap	Gojo Soap
Hand Sanitizer	Hard Roll Paper Towel for Dispensers
Multi-Fold Paper Towels for Dispensers	Germicidal Cleaners
Scouring Powder	Bowl Cleaners
Masks	Furniture Polish
Window Cleaner	Floor Finish
Liners for sanitary receptacles	Vinyl Gloves as Required

### **H. ESTIMATED QUANTITIES**

All estimates are an approximation of annual usage. Bidder will be responsible for preparing the proposals based on their estimates.

1. Bowl Cleaner/Germicidal
2. General Purpose Cleaner
3. Liquid Hand Soap
4. Trash Can Liners
5. Toilet Paper
6. Hard Roll Towels
7. Multi-Fold Paper Towels
8. Hand Sanitizer
9. Paper Liners for Sanitary Disposal Canisters



## **I. EXCLUDED AREAS**

Areas not to be included in the contract are all mechanical and electrical rooms and all locked storage rooms located in Basement through the upper floors. Specifics may be obtained from the building engineer.

- a. If the door is locked the office will not be cleaned (trash will be set in hallway)
- b. If the door is open, the office will be cleaned.

## **J. SCHEDULE OF WORK**

It is understood that extra seasonal traffic and adverse weather conditions may change the frequency of many of these duties. Therefore, all work will be performed in a professional manner and done in the best interest of maintaining a clean, presentable, and safe building.

### **1. Daily Service**

- a. Vacuum, sweep or mop inside and outside entranceways.
- b. Wet mop all inside entranceways as needed.
- c. Empty waste and sanitary receptacles and remove same to designated disposal area. Wipe receptacle with a damp cloth.
- d. Dust and mop all hard surface floors with a chemically treated mop. Damp mop all spillage..
- e. Clean, Sanitize, service and re-stock restrooms, using an approved germicidal detergent to disinfect walls, lavatories, toilets, urinals, partitions, fixtures, mirrors, towel and soap dispensers (refill as required). Damp mop floors using a germicidal detergent.
- f. Clean and sanitize drinking fountains.
- g. Spot clean entrance door glass, doors, and doorframes as needed, and dust off window sills and remove dead bugs as needed.
- h. Turn out all unnecessary lights.
- i. Ensure all exterior doors are closed and latched.
- j. Vacuum carpeted traffic areas. Spot clean carpet as needed.
- k. Check and clean server counters and damp mop floors as needed.
- l. Elevator - Vacuum, sweep or mop inside of both elevators and vacuum tracks for the door as needed.
- m. Empty large sized trash can/containers located in the Basement Level next to janitorial.
- n. Empty large sized trash can/containers located in the Lower Level and place cardboard in recycle bins.
- o. Keep all mop sinks sanitized on all floors. Run water nightly in mops sinks on third and fourth floor west restrooms to keep P-Trap wet and eliminate odors.
- p. Contractor will service sanitary napkin drawers

### **2. Weekly Service**

- a. Empty all recycling receptacles and replace liners as needed

### **3. Every other Week Service**

- a. Vacuum complete carpeted areas.
- b. Pour germicidal solution down floor drains
- c. Spot clean baseboards



d. Dust mop and damp mop designated stairways and landings

#### **4. Every other Month**

- a. Wash trash receptacles.
- b. Wash entrance exterior glass.
- c. Visually inspect and clean ceiling lights of bugs.

#### **5. Every Three Months**

- a. Soil extract carpet in the Boardroom and the Meetings & Events room.

#### **6. Annual Service**

- a. Strip and refinish all resilient floors. This service to be completed in the month of December.
- b. Scrub and refinish all resilient floors. This service to be completed in the month of June.
- c. Soil extract all carpet. This service to be completed in the month of April.
- d. Wash exterior doors including vestibule doors. This service to be completed in the month of September.
- e. Completely wash all wall surfaces and partitions in all restrooms with approved disinfectant. This service to be completed in the month of March.
- f. Clean interior glass. This service to be completed in the month of September.
- g. Wash all interior doors as needed.

#### **K. BUILDING STATISTICS**

Approximate Number of Employees – 150  
Number of public restrooms – 27  
Number of private restrooms – 2  
Stairwells – 2  
Elevators – 2

#### **L. DELIVERABLES**

Custodial Services per the “Schedule of Work” as identified within the Request for Proposal and as identified on the cost sheet.



**TAB 3**  
**CDC REQUIREMENTS**

# Stop the Spread of Germs

Help prevent the spread of respiratory diseases like COVID-19.



Stay at least 6 feet  
(about 2 arms' length)  
from other people.



Cover your cough or sneeze with a  
tissue, then throw the tissue in the  
trash and wash your hands.



When in public, wear a  
cloth face covering over  
your nose and mouth.



Do not touch your  
eyes, nose, and mouth.



Clean and disinfect  
frequently touched  
objects and surfaces.



Stay home when you are sick,  
except to get medical care.



Wash your hands often with soap  
and water for at least 20 seconds.



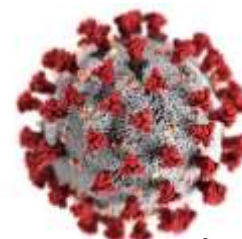
[cdc.gov/coronavirus](https://www.cdc.gov/coronavirus)

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**Objective:** Increase your employees' awareness of COVID-19 and ways to prevent its spread.

Coronavirus (COVID-19) is the latest communicable disease outbreak with symptoms ranging from mild to severe. The World Health Organization (WHO) has classified this illness as a pandemic because of its worldwide spread with no pre-existing immunity. While it may be a novel illness, workplace hygiene best practices remain the same.



Source: CDC

## What is a Coronavirus?

The term coronavirus describes a broad category of viruses that affect both people and animals. The name is based on the crown-like spikes on the virus's surface. According to the U.S. Centers for Disease Control and Prevention (CDC), these types of viruses were identified in the mid-1960s and are a common cause of colds and upper respiratory infections. Note: Antibiotics have no effect on viruses.

- COVID-19 is a new strain of coronavirus. Evidence suggests it began with animal-to-person transmission then shifted to person-to-person spread.
- Symptomatic people are the most frequent source of COVID-19 spread (as is true for the flu and colds).
- The incubation period — the time frame between exposure and having symptoms — ranges from 2 to 14 days for COVID-19.
- COVID-19 data to date suggests that 80% of infections are mild or asymptomatic, 15% are severe, requiring oxygen, and 5% are critical, requiring ventilation. The percentage of severe and critical infections are higher for COVID-19 than for influenza.
- There is currently no vaccine for COVID-19.
- People who have already had a coronavirus infection, including COVID-19, may get it again, particularly if it mutates.

## Symptoms: Allergies vs. Flu vs. COVID-19

Many ailments share symptoms. Here are some ways to tell them apart.

Allergies	Flu	COVID-19
1. Sneezing	1. Fever	1. Fever (100.4+° F)
2. Itchy Eyes or Nose	2. Cough	2. Cough
3. Runny or Stuffy Nose	3. Sore Throat	3. Shortness of Breath
4. Watery, Red, or Swollen Eyes	4. Runny or Stuffy Nose	4. Phlegm Production
5. Shortness of Breath	5. Muscle Pain or Body Aches	5. Fatigue
6. Wheezing	6. Headache	6. Sore Throat
7. Cough	7. Fatigue	7. Headache
8. Rash or Hives		8. Muscle or Joint Pain
9. Nausea or Vomiting		9. Chills
10. Dry/Red/Cracked Skin		10. Nausea or Vomiting
		11. Nasal Congestion

Sources: Report of the WHO-China Joint Mission on Coronavirus Disease 2019 (COVID-19), CDC



## How Viruses Spread

### Person-to-Person Contact

- Being in close contact with someone who is sick.
- Coming in contact with droplets expelled when an infected person coughs or sneezes.

### Contaminated Surfaces

- With COVID-19 it *may* be possible to contract the virus by touching a surface or object that has a live virus on it and then touching your eyes, nose, or mouth.

### Poor Hygiene

- Not washing your hands long enough or often enough
- Not covering your own coughs or sneezes.

## Take Precautions to Protect Yourself

The CDC recommends taking the following steps to reduce your risk of contracting viruses, including COVID-19:

- Avoid close contact with people who are sick (staying 6 feet away or more is recommended).
- Avoid touching your face, nose, eyes, etc.
- Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place.
- If soap and water are not available, use a hand sanitizer that contains at least 60% alcohol.
- To the extent possible, avoid touching things — elevator buttons, door handles, handrails, etc. — in public places. Use a tissue or your sleeve to cover your hand or finger if you must touch something.
- Clean and disinfect your home and workplace to remove germs. Wipe down frequently touched surfaces, including tables, doorknobs, light switches, handles, toilets, faucets, sinks, and cell phones.
- Avoid crowds and keep your distance from others, especially in poorly ventilated spaces.
- Avoid non-essential travel, including plane trips and cruises.

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# Coronavirus & Workplace Hygiene

## Personal Risk Factors

Aspects of people's personal health may increase their risk for more severe instances of COVID-19. People with a higher level of risk include:

- Older adults (risk is highest for ages 80+)
- People who have serious chronic medical conditions, such as heart disease, diabetes, and lung disease



## COVID-19 May Be OSHA Recordable

The U.S. Occupational Safety and Health Administration (OSHA) indicated COVID-19 may be a recordable illness as part of employer's annual OSHA 300 log if a worker was infected as a result of performing work-related duties.

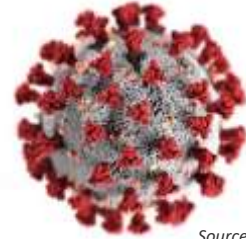
A COVID-19 case is only recordable if it meets all three of the following criteria:

1. COVID-19 was confirmed as part of CDC protocols for a person under investigation, presumptive positive, or as a laboratory-confirmed case.
2. The case is work-related as defined under OSHA standard 29 CFR 1904.5.
3. The case involves one or more of the recording criteria specified in OSHA standard 29CFR 1904.7.

Employees who have gotten the common cold or the flu are not considered reportable incidents. Follow your employer's protocols.

**Objective:** Increase your employees' awareness of COVID-19 and ways to prevent its spread.

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- If soap and water are not available, use a hand sanitizer that contains at least 60% alcohol.
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- Clean and disinfect your home and workplace to remove germs. Wipe down frequently touched surfaces, including tables, doorknobs, light switches, handles, toilets, faucets, sinks, and cell phones.
- Avoid crowds and keep your distance from others, especially in poorly ventilated spaces.
- Avoid non-essential travel, including plane trips and cruises.

# Coronavirus & Workplace Hygiene

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## TAB 4

# IMPLEMENTATION APPROACH

## Implementation Approach

SAMPLE Midwest Maintenance					
Transition Checklist for New Accounts					
ACCOUNT #	Sample				
Branch Manager					
Project Manager					
Quality Assurance					
Hiring					
Actual Date	Start Date	New Account	Person Responsible	Completed	Notes
		Create job number.	Sales/Accounting		
		Internal Notification.	Sales		
		Assign start up team and responsibility/timeline for the start-up checklist. Identify anticipated date for the transition meeting.	Sales/Director of Operations		
		Set up Account folder.	Accounting		
		Determine staff positions, wage rates, hiring targets.	OPS Management		
		Finalize budgets for the equipment and lists for supply order; give to Warehouse Manager.	OPS Management		
		Complete set-up sheet; send to Accounting	Sales		
		Send budget sheet to Accounting.	Sales		
		Conduct Transition Meeting with Customer to review all details of agreement, start date, and review transition plan.	Sales/OPS Management		
		Set up Supply Distribution budget and user access. Introduce users to Xpedix/AmSan.	OPS Management		
		Interview all existing employees to determine if any will be offered positions.	OPS Management		
		Contact employees who will be retained to explain the benefits, company policies, transition plan, and address all their questions and needs.	Hiring Agent		
		Post requisitions in Careerlink for management positions.	Hiring Agent		
		Post requisitions in Careerlink for hourly positions.	Hiring Agent		
		Provide Customer with a list of chemicals for approval.	Warehouse Manager/Branch Manager		
		Create daily schedule; give to Sales to enter into Sales Drive and then send to Controller.	OPS Management		
		Determine hours and supplies needed for construction clean and surge.	OPS Management		
<b>Week 2</b>					
		Follow up call on open items from first week transition call.	Sales/OPS		
		Walk through all clients buildings and pre-plan for high profile cleaning spots and areas/spaces for monthly inspections. Locate all storage areas.	Branch/Project Manager		
		Order equipment for start up from Tennant/Betco/Windsor, etc.	Warehouse Manager		
		Order materials, consumables, dilution control dispenser and PPE from selected manufacturer (Ecolab, Betco, Johnson Diversey) through Xpedix or AmSan.	Branch Manager		

## TAB 5

# MIDWEST METHODOLOGY



## **Midwest Maintenance Methodology**

### **Quality Assurance Plan**

#### **The Absolute Advantage™**

The unique method used by Midwest Maintenance to ensure high quality service standards is The Absolute Advantage™. Through this process, we have carefully reviewed the information requested in your RFP as well as at the on-site visit to ensure that we can provide cost and time savings alternatives to meet your needs. We utilize measurable front and backstage processes. Through quality trained employees, streamlined communication, transparent implementation, and quality assurance matrices we provide measurable results.

There are 7 steps to The Absolute Advantage™:

- The Strategic Game plan™ -- Devise best solutions according to your RFP. As an aside, Midwest Maintenance is expert at special events and can assist with setup/changeover/restore as required.
- The Surge Experience™ -- Bring your level of cleanliness to a higher standard.
- The Smart Data Solution™ -- Customized data reports.
- The Power Promoter™ -- Highly trained employees.
- The Quality Assurance Matrix™ -- Measurable results.
- The Validation Method™ -- Review & Reinforce service agreement regularly.
- The Unity Network™ -- Extend support to communities.

#### **Quality Control – Assurance Plan**

Midwest Maintenance Company, Inc. stresses the active participation of all company employees and the customer as well in developing systems that prevent problems from happening in the first place instead of concentrating on correcting problems after they happen.

Midwest Maintenance utilizes CleanTelligent™ software (CT) for quality assurance as well as comprehensive client communications. This closed loop system ensures all program information is captured in a central repository and targeted metrics that are properly benchmarked and available upon demand.

- The Quality Assurance inspector tours the facility unannounced to Midwest Maintenance staff and completes a monthly audit of each facility's cleanliness, related safety requirements and obtains clients' feedback on a regular basis.
- A survey questionnaire is also used to help capture client's concerns and needs whether throughout the inspection or during our one on one regular meeting with the POC.
- Inspections are based on contract specifications and the specific requirements of each building are available online immediately after completion.
- After the quality assurance inspector evaluates the facility and document customer's feedback,

the report is electronically generated and immediately sent to the Project Manager and Branch Manager for review. In case of deficiencies, needs or concerns, a plan of action will be implemented, which is to be executed within 24 hours of the inspection date.

- The quality control inspector will do a follow-up inspection to ensure that all areas have reached Midwest Maintenance and customer's standard of quality. The follow-up inspections are logged and re-submitted to the Project and Operations Managers at Midwest Maintenance Company.
- The Quality Assurance inspectors, Project Manager and Branch Manager will work in tandem to maintain consistent levels of high-quality services at each account.
- Inspections are completed using the CT Software. It is the culmination of all of our efforts to put everything in one place where users can go to foster efficiency and success. Not only is the software built on the foundation of structure and organization, but it has also been designed to be customizable for each client's individual needs.
- CleanTelligent™ software also provides a means of communication between contract manager and client for general communication and work order requests for cleaning services. The quality control program is built specifically to allow us to cater to the unique needs of every client and to assess customer's experience and satisfaction.

### **Quarterly Business Review (QBR)**

Midwest Maintenance conducts a formal business review with each client every quarter or as needed. During the QBR, managers and executives from both companies communicate and validate service value from the preceding three months. At the QBR, quantitative and qualitative narratives of our key performance indicators will be shared allowing the client to confirm receipt of delivered services. Midwest Maintenance presents a detailed overview of all activity including progress on quarterly initiatives, monthly scorecard and dashboard for quality inspections, client requests, concerns, safety training and OSHA incidents. The review is a great opportunity for clients to revisit company goals and alert Midwest Maintenance Company to any changes in corporate directives and overall satisfaction with services provided and management of these services.

Midwest Maintenance Company would also expect weekly rounding with the appropriate facility manager or managers. On-site managers/supervisors complete daily inspections and have a bi-weekly report, sent to the main office, addressing quality improvement opportunities.

- Define quality according to the customer
- Build a long-term partnership with the customer
- Work for long-term success, not short-term profits
- Focus on systems, not individuals
- Work smarter, not harder
- Strive for continuous improvement
- Evaluate processes to enhance performance
- Focus on prevention
- Involve the entire company
- Empower, train, and educate employees
- Standardize processes
- Congratulate, Acknowledge and Recognize Excellence (C.A.R.E.)

## **Performance Guaranteed**

Quality is our byword, but there can be an occasional issue caused by miscommunication or an employee who is just not performing to expectations. Supervisors will be on hand during the day and in the evening, and any concerns should be directed to them so that corrective action can be taken immediately. If there is no immediate resolution to an issue, a Project Manager is assigned to the account and will be available 24/7 by written communication, email, phone, etc. In all cases, the Project Manager will resolve within 24 hours and if the issue for some unexplained reason should linger, there will be direct and immediate involvement by Operations management and even the President of Midwest Maintenance. All are a text, email, or phone call away. Midwest Maintenance guarantees satisfaction!

## **RESOLVING ISSUES**

Midwest Maintenance believes that the effectiveness of communication is measured by the customer's perceptions. In our industry, issues and/or conflicts are inevitable. However, proper management and loyalty, and reputation. We focus on resolving any conflict, complaint, or concern in its early stages before it interferes with the relationship. This is done by:

1. Acknowledging the complaint
2. Arranging a meeting with the appropriate parties within 30 minutes if possible, of the situation - We ask our employee to arrive early
3. Listen to the customer and focus our attention on understanding the issue – We ask our employee to be humble
4. Allow the customer to talk and listen actively
5. Stay calm and repeat customer's concern for understanding
6. Take extensive notes
7. Empathize and apologize if needed
8. Do not react and never argue with the customer
9. Inspect the area of concern
10. Ask the customer what would satisfy him or her. Present an acceptable solution
11. Act immediately and follow up.

## **Measuring Success**

We measure success by meeting the following goals:

1. Close out the conflict, complaint, or issue within one working day.
2. Re-coach the employee if necessary, on the initial concern/issue.
3. Reaching a solution that everyone can live with, so the employee and customer feel it is a win/win situation.

## **Training Program**

Our training program incorporates a variety of methods, including:

- Online Orientation and Basic Skills Training with a qualifying test at the end
- On-the-job, hands-on demonstration with supervised practice
- Daily quality inspection
- Monthly Safety and Quality Training
- Quarterly Evaluation
- Seasonal Training Refresher
- Commercial Custodial Certificate (CCC) with the collaboration of Metropolitan Community College (MCC)



- Global Bio-risk Advisory Council (GBAC) Online Fundamentals Training course related to prevention, response, and infection control through ISSA.
- Certified Site Supervisor program sponsored by Building Service Contractor Association International (BSCAI) and MCC
- Registered Building Service Manager (RBSM) sponsored by BSCAI for managers.

### **Hiring, Training and Motivating the Right People Leads to Quality Work**

Our training is actually the second step in providing top quality work for our clients. The first step is to hire the right people who meet our rigorous standards (we may only hire one out of ten that apply). Midwest Maintenance is picky as to our team members, and we want the best for ourselves and our clients. Quality work happens when we have motivated and well-trained individuals wanting the best for themselves, the company, and the client. The entire scope of work will be performed with excellence and will be quality-controlled by supervisors, a project manager, QA specialists, and an entire team of operations professionals.

## Certificates

THIS CERTIFIES THAT		 <b>NMSDC</b> National Minority Supplier Development Council
<b>Midwest Maintenance Company, Inc.</b>		
* Nationally certified by the: <b>MOUNTAIN PLAINS MINORITY SUPPLIER DEVELOPMENT COUNCIL</b>		
*NAICS Code(s): 561720; 561740; 561790		
* Description of their product/services as defined by the North American Industry Classification System (NAICS)		
11/25/2019		MP01874
<b>Issued Date</b>		<b>Certificate Number</b>
 Adrienne Trimble		
12/21/2020		<b>Stan Sena, President/CEO</b>
<b>Expiration Date</b>		
By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <a href="http://nmsdc.org">http://nmsdc.org</a>		
<i>Certify, Develop, Connect, Advocate.</i>		
* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®		



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279	CONTACT NAME: Patt Pierce PHONE (A/C, No, Ext): 402-861-7000 FAX (A/C, No): E-MAIL ADDRESS: patt.pierce@hakco.com	
<b>INSURED</b> Midwest Maintenance Company, Inc. 2901-03 Q St Omaha NE 68107	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Property Casualty of America	25674
	INSURER B: Travelers Casualty Ins Co of America	
	INSURER C: Travelers Indemnity Company of America	25666
	INSURER D: INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 1902351901

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6304172L254	1/1/2020	1/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPROP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA2L450171	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ 10,000			CUP9H362145	1/1/2020	1/1/2021	EACH OCCURRENCE AGGREGATE	\$ 5,000,000 \$ 5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB6J996460	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 500,000 \$ 500,000 \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Nebraska Education Television is additional insured for general liability and auto liability if required by written contract executed prior to loss.  
Primary & noncontributory status is governed by the terms & conditions of the insurance policies of all parties to the contract.  
Waiver of Subrogation applies for workers compensation, if required by written contract executed prior to loss.

**CERTIFICATE HOLDER****CANCELLATION**

Nebraska Education Television 1800 N. 33rd St. Lincoln NE 68503	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## TAB 6

# CUSTOMER SERVICE



# **Customer Service**

## **Course Overview**

This Concierge Customer Service course covers the outcomes required for cleaning and housekeeping staff to provide effective client service. Customer service covers many aspects of a professional cleaner or housekeeper role including:

1. Understanding what it means to provide outstanding customer service
2. Looking professional (personal presentation) and acting like a professional
3. See issues/problems before they arise
4. Providing assistance and information in a prompt manner
5. Working and acting in a professional way - ensuring that wherever you are within the facility, even though there may not be a customer in view, you walk, talk and act like a professional.
6. Fully understanding your job description and duties
7. Communicating with others clearly, concisely and in confidence
8. Having product and service knowledge about Midwest Maintenance Company and the facility you work in.

## **In this course you will learn how to:**

Section 1 – Customer Service in the cleaning industry

Section 2 – Acting professionally

Section 3 – Working professionally

Section 4 – Verbal communication skills

Section 5 – Non-verbal communication skills (body language)

Section 6 - Providing customer service

## **This course covers all required knowledge content for the following competency units:**

Provide effective client service

Respond to enquiries and complaints

## **Table of contents**

### **Section 1 – Customer Service in the cleaning industry**

1.2 Introduction to customer service

1.3 What is Customer Service?

1.4 Customer service in the cleaning industry

1.5 Greeting clients - first impressions

### **Section 2 – Acting professionally**

2.1 Practice high standards of personal presentation



- 2.2 Guidelines to assist with personal presentation
- 2.3 Respecting the work environment
- 2.4 Working in a timely and professional manner
- 2.5 Contributing to a respectful and enjoyable workplace

### **Section 3 – Working professionally**

- 3.1 Acting professionally and ethically
- 3.2 Poor cleaning service
- 3.3 Make Suggestions and Share knowledge
- 3.4 Product knowledge
- 3.5 Maintain client confidentiality
- 3.6 Communicating with staff and client

### **Section 4 – Verbal communication skills**

- 4.1 Listening to clients
- 4.2 How to ask questions
- 4.3 Cultural and social differences

### **Section 5 – Non-verbal communication skills (body language)**

- 5.1 Understanding non-verbal communication - Body Language
- 5.2 Personal Space
- 5.3 Eye movement & gestures

### **Section 6 - Providing customer service**

- 6.1 Respond promptly and politely to client requests
- 6.2 Handle complaints politely
- 6.3 Make apologies when there is a breakdown cleaning/ housekeeping servicing
- 6.4 Agree with customers on timelines for meeting requests
- 6.5 Unacceptable customer requests
- 6.6 Turn complaints into opportunities

## 1. Customer Service in the Cleaning Industry

### 1.2 Introduction to Customer Service

This unit is applicable in many workplace situations within the building services and cleaning industry. Depending upon the type of facility you are working in, customers and staff can include:

- Workmates/staff
  - Building occupants
  - General public visiting the facility/building
  - Building management
  - Other contractors working at your facility
  - Government or other organizations
1. This list highlights the large number of the people with whom we are likely to interact in the course of our work.
  2. All communications with customers and staff should be conducted in an open, polite, professional and friendly manner.

#### **Why Customer Service is Important?**

Customers are the reason Midwest Maintenance Company has a business. If we have no customers satisfied with our products or service then we have no business.

Customers will continue to buy our companies cleaning service if we keep them happy with our level of service.

**Fact: Customers who are delighted with a purchase on average tell 3 others. Customers who are unhappy with a purchase on average tell 11 other people. This is a proof that bad news travel faster than good news.**

“A customer is the most important visitor on our premises. They are not dependent on us – we are dependent on them.”

**No one remembers a clean toilet but everyone remembers a dirty toilet.**

#### **1.3 What is Customer Service?**

Customer service can be described as:

- Great customer service is doing the ‘little things’ very well.
- Customer service can be likened to treating others as you would like to be treated yourself.
- Customer service is a proactive attitude that can be summed up as: **I care and I can do.**
- Customer service is going beyond what’s expected.
- Customer service is being at our best with every customer.
- Customer service is surprising ourselves with how much we can do.
- Customer service is actively displaying good manners to our customers.

## 1.4 Customer service in the cleaning industry

Customer service covers many aspects of your role as a professional cleaner/housekeeper and these aspects may include:

- See issues/problems before they arise - the key to doing this is keeping your eyes and ears open for potential problem. For example, overflowing waste bins could be collected more often, restrooms running out of toilet paper and other supplies should be checked more often.
- Providing assistance and information in a prompt manner - for example a visitor to a building could ask you for the location of a restroom, location of an ATM, where they can buy some lunch, or the location of a business in the building. If you are unsure you should take them to a building directory or customer service counter.
- Working and acting in a professional way - ensuring that wherever you are within the facility, even though there may not be a customer in view, you walk, talk and act like a professional.
- Fully understanding your job description and duties - being aware of what management expects you to do, right down to the smallest detail, and knowing how you can help your co-workers when required, to improve service levels. This means understanding your cleaning schedule and acting as a good team member.
- Communicating with others clearly, concisely and in confidence – when communicating with others follow the communication principals you have learnt such as active listening and questioning techniques.
- Having product and service knowledge - you should know all there is to know about your facility - or at the very least, know where to go and who to talk to in order to get it.

## 1.5 Greeting Clients – First Impressions

We do not get a second chance at a first impression.

First impressions means what another person thinks of you when they first look at you and talk to you.

There are number of key points to ensure we create a positive first impression:

- **Grooming:** Looking neat and tidy and meeting, or exceeding uniform expectations is imperative.
- **Body Language** - Be aware of approaching customers, look them in the eye, stand tall and smile.
- **Greeting** - Warm welcome, make eye contact, utilize phrases such as “good morning sir, how may I help you?” If we are busy, acknowledge the customer, make eye contact and use phrases such as “I will be with you in a moment.”
- **Engaging Customers** - Show interest in our customers, repeat their requests to them and ask questions such as “how is your day going today?”

### First impressions and confidence

Typical things to look for in confident people include:

1. **Posture** – standing tall with shoulders back.
2. **Eye contact** – solid with a 'smiling' face.
3. **Gestures with hands and arms** – purposeful and deliberate.
4. **Speech** – slow and clear.
5. **Tone of voice** – moderate to low.

## Section 2 – Acting professionally

### 2.1 Practice High Standards of Personal Presentation

We need to be aware that people often form an opinion about us personally, and the establishment we work for as a result of our appearance, long before we speak to them. They very often form their opinion based on what they see initially. Remember in section (1) we spoke about 'first impressions'.

As a result we must make sure we always maintain high levels of personal presentation.

- **Dress or uniform** – you work uniform (supplied by you company) or work clothes (supplied by yourself) must be kept clean, neat, tidy and presentable at all times.
- **Grooming** - personal grooming (your appearance and make-up) not be too overdone nor must it be forgotten or careless. Hair must be neat, clean and properly brushed and styled; make-up should be kept to a minimum; finger nails must be clean and trimmed — nail polish may or may not be permitted, but will be forbidden where the staff member is involved in food handling.
- **Personal hygiene** - staff need to maintain a high degree of personal hygiene so that there are no problems such as body odor, bad breath or smelly feet. Regular showers, frequent changes of clothes and use (but not overuse) of deodorants and some perfume are important for your personal presentation.

### 2.2 Guidelines to Assist with Personal Presentation

Appropriate and complete uniform	Ensure your uniform is in good condition. Wear your badge at all times
Hair care	Tie long hair, and wear appropriate hair net Maintain it in an appropriate style for the job
Make-up	Do not use a lot of make-up and perfume.
Jewelry	Don't wear a lot of jewelry to work – preferably not to wear any at all.
Personal Hygiene	Shower and bathe regularly
Hand care	Use protective gloves when necessary Cover cuts and abrasions with water proof bandages

## 2.3 Respecting the work environment

**Respecting the work environment** One of your most important tasks is keeping a clean, tidy and secure cleaning area. Stay vigilant to your surroundings.

### **Equipment storage**

The area where equipment is stored must be maintained in a clean, dry and secure way. Keep your equipment in good condition by:

- Emptying wet cleaning equipment every time you use them.
- Cleaning and drying all equipment after usage. Equipment can rust and smell unpleasant if it is left damp or wet.
- Keep electrical cords neatly wound-up and stored with equipment.
- You should clean the floor every day. A dirty floor looks bad and it is also dangerous! Wipe up any spills as soon as they happen. You, or someone else, can slip and fall on a wet or dirty floor.
- Keep the floor space clear and uncluttered. Cluttered and untidy areas can be a trip hazard.

Your storage area shows that you are a professional. It should be clean and tidy so that you are proud to show it to your client.

## 2.4 Working in a timely and professional manner

**Respecting time:** It is important that you arrive at work at least 10 to 15 minutes prior to commencing your shift.

**Finish time:** If we have personal matters that demand we finish on or before time (such as doctors' appointments), we should always inform our supervisor at the commencement of our shift.

**Work schedules:** When working in cleaning or housekeeping it is important we understand our work schedules and timeframes for cleaning various areas or rooms.

During your shift you may be asked to help some team members complete some urgent cleaning, or you may be asked by a customer to do fix a cleaning problem. It is important to adjust your cleaning schedule to complete all your high priority cleaning tasks before the end of your shift.

High priority cleaning tasks commonly include, emptying waste bins, spot cleaning furniture and floors, cleaning bathrooms and spot cleaning high traffic and highly visible areas including entrances, lobbies and staff rooms.

***Tip: As a professional cleaner you should always wear a watch to help you effectively manage your time and understand the time remaining in your shift to complete all your high priority cleaning tasks.***

## **2.5 Contributing to a respectful and enjoyable workplace**

- Before speaking or acting on a problem, consider the impact of your words and actions on others. Always be respectful to other people's feelings.
- Understand your triggers or "hot buttons." Knowing what makes you angry and frustrated enables you to manage your reactions and respond in a more appropriate manner.
- Create a work environment where everyone is respected and feels comfortable. Treat everyone equally and involve everyone in the team irrespective of their sex, race, color, religion, sexual preference, disability etc.
- Take responsibility for your actions and do not blame others.
- Have a positive attitude – we can fix everything together as a team.
- Rely on facts rather than assumptions. Gather the facts before speaking up.
- Act as a bridge builder and not a divider. Be proactive in helping solve problems and conflict in the workplace.

## **Section 3 – Working Professionally**

### **3.1 Acting Professionally and Ethically**

Professional ethics includes the standard of services and behaviors provided by the company and its employees.

Acting ethically means you try to do everything to industry standards and always work at your best.

It starts with Midwest Maintenance Company providing the necessary resources in terms of people (labor), equipment and chemicals to ensure the client is getting the level of cleaning service promised to the client.

Demonstrating a high standard of professional ethics requires staff to comply with organization standards and procedures on a consistent basis, including:

1. Respecting your employer
2. Arriving at work on time
3. Wearing a clean and tidy uniform
4. Understanding your job description and perform your cleaning tasks to the best of your abilities
5. Working as part of a team and supporting other team members
6. Working safely and in accordance with company procedures
7. Communicating effectively with clients and co-workers
8. Attending to client or customer requests in a friendly and efficient manner
9. Keep confidential information private.
10. NEVER blame Midwest Maintenance Company or other people for mistakes. You may think this makes you look better, but in the customer's eyes you have just told them Midwest Maintenance Company is NOT good and provides poor quality services.

### **3.2 Poor cleaning service**

Customers who believe the service being provided is below their expectations will have a range of negative thoughts regarding the service.

Changing a customer's thoughts of the service being provided can be difficult and will require the input from company management to firstly explain the problems and secondly agree how to fix the problem.

Should poor service levels remain, there is a high likelihood the cleaning contract will not be renewed when the current contract expires.

### **3.3 Make suggestions and share knowledge**

To be a good team player means you should support the group by communicating effectively.

1. If you sit silently while someone else discusses an idea that you know won't work, you could damage the team's chances of achieving its outcomes.
2. If you're got an alternative suggestion that might be more effective, then share it with the group.
3. If people discuss a plan that you think is great, then speak up. Tell them what a great idea you think it is. They may need and appreciate your support, even if they don't show it.
4. When you communicate with your team members – whether showing support, or challenging their thinking – it's important to stay positive and respectful. Even if you disagree with someone, don't become emotional.

Being objective and fair will make a good impression; getting upset and angry won't.

### **3.4 Product knowledge**

For any of use to make a decision on buying a product we need information about the product to make our decision. This is where it is important to understand the products or services Midwest Maintenance Company provides so you can provide this information to your customers.

### **3.5 Maintain client confidentiality**

Confidentiality is the protection of personal information. Confidentiality means keeping a client's information between you and the client, and not telling others including co-workers, friends, family, etc.

Examples of maintaining confidentiality include:

Information you may see when cleaning people's offices and desks. Employee files including employee records, employment contracts, pay agreements and other personal information. All correspondences between yourself and your client should be considered confidential unless specified otherwise. Information about clients is not discussed with people who do not need to know. If during the course of your work you are exposed to, see, read or hear information that is likely to be a serious criminal offence, then it should be reported to your supervisor immediately.

### 3.6 Communicating with staff and clients

Use language and tone of voice appropriate to a given situation. Working in the cleaning industry involves communicating with clients and other staff members on a regular basis. Communication could be with customers, suppliers, other staff members etc. In fact, it is often said cleaning is a 'people business'.

The purpose of communication is to get your message across to others clearly and simply. Communication involves sending and receiving messages via language or speech (verbal communication) or via body language (non-verbal).

For communication to occur there must be 'feedback'. The receiver must also send a message that indicates they have understood the message that has been sent. Without feedback, you cannot be sure the person receiving the message has understood the message.

**Sending a message:** For your communication to be effective you must think about: Every message must have a purpose – what is your main point you would like people to understand. Make sure your message is not complicated and you use simple language.

Communication comprises both 'verbal communication' and 'non-verbal communication'.

1. Verbal communication is questioning, listening and answering - the spoken word
2. Non-verbal communication is body language - facial expressions, eye contact, gestures and posture,

**Feedback:** For communication to be effective you need feedback, because without it, you cannot be sure people have understood your message.

## Section 4 - Verbal communication skills

### 4.1 Listening to clients

Listening is one of the most important skills you can have. How well you listen has a major impact on your job performance and on the quality of your relationships with other people.

- We listen to obtain information.
- We listen to understand.
- We listen to learn.

Most people are not good at listening. Most people talk more than they listen.

Studies show we only remember between 25% and 50% of what we hear.

Most of us need to improve our listening and become ACTIVE listeners. There are five key elements of active listening.

#### 1. Pay attention

Give the speaker your full attention, and acknowledge the message.

- Recognize that non-verbal communication also "speaks" loudly.
- Look at the speaker directly.
- Avoid being distracted.
- Watch the speaker's body language.

#### 2. Show that you are listening

- Use your own body language and gestures to convey your attention.
- Nod occasionally, smile and use other facial expressions.
- Note your posture (body language) and make sure it is open and inviting. Do not cross your arms and legs. Make sure your body and feet are pointing in the direction of the speaker.



- Encourage the speaker to continue with small verbal comments like yes and uh huh.

### 3. Provide feedback

Our personal filters, assumptions, judgements and beliefs can distort what we hear. As a listener, your role is to understand what is being said. This may require you to reflect what is being said and ask questions. Reflect what has been said by paraphrasing. "What I'm hearing is" and "Sounds like you are saying" are great ways to reflect back.

### 4. Do not interrupt the speaker

Interrupting is a waste of time. It frustrates the speaker and limits full understanding of the message.

- Allow the speaker to finish.
- Don't interrupt with counter arguments.

### 5. Respond Appropriately

Active listening is a model for respect and understanding. You are gaining information and perspective. You add nothing by attacking the speaker or otherwise putting him or her down.

- Be fair, open and honest in your response.
- Explain your opinions respectfully.

## 4.2 How to ask questions

To get the right answer you must ask the right question. By using the right questions in a particular situation, you can improve a whole range of communications skills: for example, you can:

- Get better information and learn more.
- Build stronger relationships by understanding people better.
- Avoid misunderstanding.

A question can be asked in many ways, though they all fall into one of two possible categories: closed questions or open questions.

**A closed question:** usually receives a single word or very short, factual answer. For example, "Are you thirsty?" The answer is "Yes" or "No"; **closed questions are good for:**

- Testing your understanding, or the other person's: "So, if I understand your question correctly, you would like me to empty your garbage bin twice a day?"
- Concluding a discussion or making a decision: "Now we know the facts, are we all agreed this is the right course of action?"

A misplaced closed question, on the other hand, can stop the conversation and lead to awkward silences, so should be avoided when having a conversation.

**Open questions:** are questions requiring more than a 'Yes or 'No' answer. An open question, in fact, cannot be answered with 'Yes' or 'No'.

They usually begin with **who, what, when, why, how**. An open question asks the respondent for his or her knowledge, opinion or feelings. "Tell me" and "describe" can also be used in the same way as open questions. Here are some examples:

- What happened at the meeting?
- Why did he react that way?

Open questions are good for:

- Developing an open conversation: "How was your holiday?"

- Finding out more detail: "What else do we need to do to improve our service to you?"
- Finding out the other person's opinion or issues: "What do you think about the changes to our cleaning schedule?"

### 4.3 Cultural and social difference

People working in the cleaning industry work with people from many different cultures and must be aware of differences between cultures.

Things that we regard as 'normal' may be seen in a different way with people from other cultures.

Just because Americans see things differently that people from other cultures does not mean we are correct or they are correct – we just see things differently.

We may have different ways of greeting people and talking with people. We may have different body language and gestures. We may eat our food differently and have different table manners.

**When communicating with someone from a different country, politeness and respect of each other's differences will build a strong relationship.**

Many people from other countries will have some knowledge of the English language; however, they may often have problems understanding the American accent and American slang.

When working with people from different countries and cultures you should:

1. Be aware of the potential for communication problems and difficulties.
2. Speak clearly, do not use jargon and do not be afraid to ask them to confirm what you have said if you think they do not understand.
3. Accept that people from different parts of the world may have different views to Americans. This does NOT mean we are right and they are wrong!
4. Try to find out more about the culture and communication styles for the countries your clients and staff come from.
5. Do not speak loudly – they are not deaf. Speaking loudly can be embarrassing and insulting.
6. Do not approach dealings with people from overseas with an attitude that it is up to them to learn English.
7. Do not assume people from other countries will like or dislike the same things that you or your friends do - your values and your way of seeing the world is not the only way.

## **Section 5 – Non-verbal communication skills (body language)**

### **5.1 Understanding non-verbal communication – Body Language**

The difference between the words people speak and our understanding of what they are saying comes from non-verbal communication, otherwise known as 'body language'.

By understanding the signs of body language, you can more easily understand other people, and what they are thinking.

Watching how someone reacts to what we are telling them can give us a lot of information about what they are thinking.

- For example do they look happy?
- Do you think they understand what you are telling them?
- Do you think they agree or disagree with what you are telling them?

Some examples of body language include:

- Sighing – may mean they do not agree
- Slumped shoulders - may mean they are not happy
- Folded arms or looking around the room - may mean they are not interested
- Drumming fingers on the table or desk - may mean they are bored or unhappy
- Smiling and nodding their head – means they agree with you and are happy

### **5.2 Personal Space**

Everyone has their own personal space that makes them feel comfortable. We know this because when someone stands too close to us we may be uncomfortable – they are invading our personal space.

When we stand in a crowded lift we may also feel uncomfortable because people are too close to us.

#### **Touch:**

Touch is similar to personal space. While children use touch as a means of communication, adults do not touch others unless they feel very close to each other. Many cultures feel touching another person is very rude. In American workplace law touching someone may result in them saying you have sexually harassed them which is illegal.

Most customers will feel very uncomfortable if you touch them.

#### **Orientation and posture (how a person stands or sits)**

The way we stand or sit may send signals to other people about how we feel.

- Standing side-by-side with someone can mean we agree with them and are happy to help
- Standing in front of someone can mean a serious discussion.
- If you stand very close and invade another person's personal space this can mean there is conflict – you are unhappy with each other.

### **5.3 Eye movement & gestures**

Eyes can indicate interest when regular eye contact is maintained.

- Very long periods of eye contact can indicate a desire for intimacy (you like the person) and is therefore to be avoided in a business or workplace setting.
- Long periods of looking away may indicate they are not interested in what you are saying.

#### **Gestures**

Movements of the arms, legs, hands and feet all send information. Here are examples of some body movements and their meaning or purpose:

- Pointing (to reinforce the direction given)

- Throwing up the hands in alarm (to reinforce emotions)
- Moving the head or other body parts to stress certain things (to support the spoken word)
- Mirroring the stance etc of the other person, where two people are talking about something they share (to indicate agreement)

## **Section 6 – Providing Customer Service**

### **6.1 Respond promptly and politely to client requests**

Customer service is meeting the needs of your clients and staff. Customer service means attending to customer requests in a polite, efficient and friendly manner.

What you say and perhaps more importantly how you say it, will show clients and staff what sort of attitude you have.

#### **In your workplace you are always aiming for a positive 'can do' attitude.**

You can show this by:

1. making appropriate eye contact
2. using polite terms such as 'thank you' and 'you are welcome'
3. using positive body language such as standing up straight and walking briskly
4. using active listening to find out the customer's needs

A good customer service particularly in cleaning or housekeeping is showing guests you enjoy what you do and do not regard their requests as a waste of your time.

### **6.2 Handle complaints politely**

When handling all complaints it is important to deal with customers in a respectful and efficient manner.

#### **Take responsibility**

- You should listened carefully to a person making a complaint - asking questions as appropriate, and repeating what has been said to confirm the problem.
- You should take responsibility for resolving the complaint by telling the client you will do everything in your power to resolve the situation.
- A customer will always remember high quality and responsive (fast) customer service.

#### **Establish the nature and details of the complaint**

The first thing you must do is understand the complaint. In most cases, the complainant will tell you what the problem is. Sometimes the customer may not tell you important information that would make the complaint less serious.

It is important talk to the customer and ask questions to find out all the details of their complaint.

When talking to the client you should attempt to find out various bits of information, the more detailed and accurate the information the better.

If you are not able to help them you should refer them to your supervisor. When this occurs you should continue to take responsibility until your manager tells you otherwise.

The next step is to seek agreement about what can or should be done to fix the problem.

### **Take action**

This is usually what the client wants you to do.

### **Report**

It is part of your role to inform a higher authority of the complaint where necessary.

### **Follow-up**

There may be a formal or informal team meeting to follow up on a complaint. Where complaints are of a serious nature company management may arrange a meeting with the client to fix the problem.

### **6.3 Make apologies when there is a breakdown cleaning/ housekeeping servicing**

Even when you try your best every day at work there will be occasions where something goes wrong and the client is not happy with the cleaning service.

They might have gone to the bathroom and found a mess in one of the toilets; a public garbage bin could overflow on a busy day; a client's waste bin may not have been emptied.

Always ensure the information is passed on and always do your best to apologize and organize for the issue to be fixed as soon as possible.

If you can fix it, then do so; if it is something that is outside your responsibility, ensure your supervisor is alerted immediately.

Customers often decide on what they think about your company based on your ability to fix their problems.

*Remember, great customer service is everyone's responsibility, all of the time.*

### **6.4 Agree with customers on timelines for meeting requests**

One of your most important functions as a professional cleaner or housekeeper is to ensure your customers are happy with your cleaning or housekeeping services.

A big part of this service is carrying out service (cleaning) requests in a timely manner.

Most requests which are easy to solve should be dealt with immediately; for example, emptying a rubbish bin, cleaning a toilet, cleaning a spill, providing directions to a toilet, office or shop.

If you are working in a housekeeping environment, customers may require additional bathroom supplies or request instructions for using equipment such as telephone or television.

### **6.5 Unacceptable customer requests**

As a service industry we must do all that we can to meet the needs of our customers. However, these needs and requests **must be of a 'reasonable' nature** - you are not expected to break the law, humiliate or demean yourself (make yourself look bad), or to meet any requests that involves you doing anything that is unsafe or dangerous.

Should a client asked you to perform anything that you consider unfair or potentially dangerous, you should excuse yourself, and immediately contact your manager.

### **6.6 Turn complaints into opportunities**

Strange as it may initially sound, when a complaint is made, it provides us with an opportunity to improve our relationship with our clients.

Our clients will always remember a company that quickly responds to complaints and fixes their problems. If a customer were to complain about our cleaning or housekeeping services you may be able to turn the situation into an opportunity by doing the following:

1. Showing concern for the individual and for the situation they find themselves in.
2. Acting promptly rather than treating the complaint as a thing of lower importance.
3. Demonstrate your interest to fix the problem quickly.
4. Follow up with the customer to make sure the problems has been fixed and they are happy.

### **6.7 Providing information to clients**

In order to provide high quality, professional customer service you must have good communication skills as well as a good knowledge of the services your company provides.

We have all been customers at some stage of our lives and we have all experienced both good and bad service. You should be able to provide the kind of service to your customers that you would like to receive if you were the customer.

Providing assistance and information in a prompt manner may include a customer asking you for the location of a restroom, location of an ATM, where they can buy some lunch, or the location of a business in the building. If you are unsure you should take them to a building directory or customer service counter.

#### **Great customer service:**

Don't just tell them – **TAKE THEM**. Providing great customer service means that you will take them to the toilet or ATM, not just tell them.

Unless you are attending to an emergency you should always have time for your customers – that extra minute of your time is the difference between good customer service and GREAT customer service

## TAB 7

# QUALITY CONTROL

## **Quality Control – Assurance Plan**

Midwest Maintenance Company, Inc. stresses on the active participation of all company employees and the customer as well in developing systems that prevent problems from happening in the first place instead of concentrating on correcting problems after they happen.

Midwest Maintenance utilizes CleanTelligent™ software (CT) for quality assurance as well as comprehensive client communications. This closed loop system ensures all program information is captured in a central repository and targeted metrics that are properly benchmarked and available upon demand.

We employ quality assurance inspectors on staff full-time to monitor these standards.

- The Quality Assurance inspector tours the facility unannounced to Midwest Maintenance staff and completes a monthly audit of each facility's cleanliness, related safety requirements and obtains clients' feedback on a regular basis.
- A survey questionnaire is also used to help capture client's concerns and needs whether throughout the inspection or during our one on one regular meeting with the POC.
- Inspections are based on contract specifications and the specific requirements of each building are available online immediately after completion.
- After the quality assurance inspector evaluates the facility and document customer's feedback, the report is electronically generated and immediately sent to the Project Manager and Branch Manager for review. In case of deficiencies, needs or concerns, a plan of action will be implemented, which is to be executed within 24 hours of the inspection date.
- The quality control inspector will do a follow-up inspection to ensure that all areas have reached Midwest Maintenance and customer's standard of quality. The follow-up inspections are logged and re-submitted to the Project and Branch Managers at Midwest Maintenance Company.
- The Quality Assurance inspectors, Project Manager and Branch Manager will work in tandem to maintain consistent levels of high-quality services at each account.
- Inspections are completed using the CT Software. It is the culmination of all of our efforts to put everything in one place where users can go to foster efficiency and success. Not only is the software built on the foundation of structure and organization, but it's also been designed to be customizable for each client's individual needs.
- CleanTelligent™ software also provides a means of communication between contract manager and client for general communication and work order requests for cleaning services. The quality control program is built specifically to allow us to cater to the unique needs of every client and to assess customer's experience and satisfaction.



## **Quarterly Business Review (QBR)**

Midwest Maintenance conducts a formal business review with each client every quarter or as needed. During the QBR, managers and executives from both companies communicate and validate service value from the preceding three months. At the QBR, quantitative and qualitative narratives of our key performance indicators will be shared allowing the client to confirm receipt of delivered services.

Midwest Maintenance presents a detailed overview of all activity including progress on quarterly initiatives, monthly scorecard and dashboard for quality inspections, client requests, concerns, safety training and OSHA incidents.

The review is a great opportunity for clients to revisit company goals and alert Midwest Maintenance Company to any changes in corporate directives and overall satisfaction with services provided and management of these services.

Midwest Maintenance Company would also expect weekly rounding with the appropriate facility manager or managers. On-site managers/supervisors complete daily inspections and have a bi-weekly report, sent to the main office, addressing quality improvement opportunities.

## **Midwest Maintenance Quality Program Principles**

- Define quality according to the customer
- Build a long-term partnership with the customer
- Work for long-term success, not short term profits
- Focus on systems, not individuals
- Work smarter, not harder
- Strive for continuous improvement
- Evaluate processes to enhance performance
- Focus on prevention
- Involve the entire company
- Empower, train and educate employees
- Standardize processes
- Congratulate, Acknowledge and Recognize Excellence (C.A.R.E.)

## **How Bidder Screens and Selects Employees**

Midwest Maintenance is committed to affirmative action in all of our recruiting and hiring practices. We employ these practices by actively seeking candidates through a variety of community and social resources such as:

- Local job sourcing
- Career Fairs
- Local Publications
- Online Advertising
- Walk-in Applicants



- Our Website
- Winteam software (Kwantek).
- Referrals

We will specifically reach out to minority agencies for assistance with our recruiting needs and in all our advertisements we will clearly state that we are an equal opportunity employer, M, F, Vet, Disabled.

All Midwest Maintenance employees and staff personnel will be screened using Asurint, Sterling and BSCAI background services. Based on the location and specific client requirements the report may include any of the following:

- Criminal Records
- Personal Identity Verification
- Employment Verification & Credit Report
- National Sex Offender check
- Motor Vehicle Records & Drug Screen

The background services we use have the latest innovative technology which allows a quick turnaround time between submission and obtaining the results. In addition, we also perform drug screening, if required by the client at certain sites, at local clinics as part of the hiring process. The results are communicated to our hiring manager through a secure portal we have established with them.

We also use the E-verify government tool to verify the identity and employment eligibility of all new hires by electronically matching information provided by employees on the Form I-9 against records available to the Social Security Administration (SSA) and the Department of Homeland Security (DHS).

Lastly, in an effort to help protect the company knowledge and our clients' confidential information, we have all newly hired employees sign a confidentiality and non-disclosure agreement. All employees are monitored by our Hiring department, using our updated Human Resource System, for identification and training renewals. The system provides us with daily updates and flag all employees who are due for a background check and or ID renewals.

## **What is the turnover percentage for the last five years.**

92.9% it is a bit higher due to the COVID related layoffs recently.

**TAB 8**  
**TRAINING**

## TRAINING PLAN

At Midwest Maintenance our constant endeavor is to improve standards that are the benchmark of the company. It is through this consistency that our standards of cleaning remain of the highest quality possible. We believe that training has a direct effect on our customer and employee satisfaction; therefore, it is important that our new employees are trained thoroughly.

### **The Training Program consists of five phases:**

1. Initial Orientation and Basic Skills Training
2. 3-week Custodial Concierge Training Program
3. On-site Supervised Practice
4. Safety Follow-up Training
5. Evaluation and Educational Opportunities

### **Phase 1**

The initial orientation and training program consist of two main components:

1. **Company Orientation:** consists of the employee handbook (welcome, history, mission and vision statement, employee policies, standards of conduct, compensation policies, and time off benefits, group health and other compensation benefits) and employee responsibilities and expectations.
2. **Basic Skills Training teaches all essential work-related tasks and procedures:**
  - a. Chemicals and Equipment
  - b. Standard Security Measures
  - c. Restrooms and Reception Areas
  - d. General Cleaning
  - e. Janitor Closets and OSHA
  - f. Workplace Violence
  - g. Handling Trash
  - h. Preventing Slips, Trips and Falls
  - i. Customer Service
  - j. Accidents and Emergencies
  - k. Blood borne Pathogens
  - l. Safety Manual

#### **The Safety Manual consists of:**

1. Safety & Health Committee
2. Employee Safety Rules & Responsibilities
3. Reporting Injuries and Return to Work Program
4. Emergency Action Plan & Contact information
5. Fire Prevention Plan & Electrical Safety
6. Hazard Communication
7. Office Safety and Security
8. Sexual Harassment Policy
9. Blood Borne Pathogens
10. Employee Incentive Program

The Safety Policy of Midwest Maintenance is designed to comply with the Standards of the Occupational Safety and Health Administration, and to endeavor to maintain a safe and injury/illness free workplace. A copy of the OSHA Safety and Health Standards are available for all employees These Standards shall be available in the home office at all times and will be sent to the jobsite upon request.

### **Phase 2**

Midwest Maintenance's 3-week Custodial Concierge Training Program provides employees with specific on-the-job training information related to their assigned facility and will be conducted by the account managers/supervisors.

The 3-Week Custodial Concierge Training addresses:

1. Chemicals and Equipment Procedures
2. Green Cleaning Program
3. Safety Training and Incentive Program
4. Keys, Codes and Building Security
5. Restrooms and Reception Areas
6. General Office Cleaning
7. Spot Cleaning
8. Specifications and Time Management
9. Concierge Customer Service
10. Janitor Closet and OSHA
11. Conduct, Dress Code Review and Hygiene
12. Damage Control and Respect for Possessions in Office
13. Company Policies, Training Review and Final Exam



### Phase 3

On-site training is administered during the course of six to eight weeks by the Supervisor. The employee will receive the Midwest Maintenance Certificate of Training Completion and Opportunities for future advancement to a supervisory level as well as constructive feedback based on his/her performance.

### Phase 4

The Quality and Safety Manager at Midwest Maintenance provides our Operations teams with safety and quality concerns topics during the weekly regular Operations meetings. Examples of topics covered during these meetings include but are not limited to:

Sexual Harassment Policy, Government Regulation Updates, OSHA and Privacy Compliance, Customer Service, Better Practices, Client Confidentiality and Security, Accidents and Emergencies, Violence in the Workplace, Personal Protective Equipment, Proper Equipment Use, the Exposure of Blood Borne Pathogens, Proper Sanitation, Quality Reports, and Client Feedback/Concerns.

Managers meet with their employees regularly to discuss the topic(s) and to make themselves available for discussion and/or direction. Midwest Maintenance is firmly committed to high quality standards and to the safety of its employees, tenants and clients. It is our goal to continually improve the quality performance and the safety awareness at the facility to maintain a high customer satisfaction and prevent accidents/injuries.

### Phase 5

Evaluations are conducted at the three (3) months, six (6) months and one (1) year marks of employment to ensure company standards are being met. Areas needing improvement will be addressed and retrained by the employee's Supervisor. Individuals receiving acceptable or outstanding evaluations based on their Phase 2 skill set and practical knowledge, will receive the Midwest Maintenance's 3-week Custodial Concierge Training Program Certificate.

Supervisors and Management personnel are encouraged to enroll in additional educational opportunities including:

1. **Midwest Maintenance Commercial Custodian Certificate:** with the collaboration of Metropolitan Community College, Midwest Maintenance was able to develop and implement the Commercial Custodian Program to become the first in its industry to lead such a program across the Midwest. The program covers the following:
  - Concierge Customer Service
  - OSHA 10-hour Safety
  - Floor Care
  - Custodial Skills and Training
  - Guide to Green Cleaning
  - Environmental Health & Services
2. **Supervisor Leadership Program:** The three-month program provides our lead employees the skill sets necessary to become certified supervisors by covering the following:
  - Training Your Workers
  - Discipline and Evaluation
  - Safety and Security
  - Motivating Your Workers
  - Legal Issues for Supervisors
  - Green Cleaning Techniques
3. **Registered Building Service Manager (RBSM):** Sponsored by Building Service Contractors Association International (BSCAI). This training program provides managers the opportunity to professionalize their knowledge by certifying their credentials. RBSM certified individuals have been identified to have expertise in the following areas of facility management:
  - Account Management
  - Hiring and Firing



- Motivation and Training
- Personnel Policies
- Floor Care
- Guide to Green Cleaning
- Safety and Security
- General Office Cleaning

## **Employee Opportunities**

### Commercial Custodian Certificate Program

Midwest Maintenance Co., Inc. has developed and implemented the Midwest Maintenance Commercial Custodian Certificate Program with the collaboration of Metropolitan Community College. We recognize that custodian services have become vastly more important to the healthy environment and efficiency of an organization. The program is designed for the front-line custodians and teaches basic and advanced skills in all areas of commercial building cleaning. Midwest Maintenance Co., Inc. are the visionaries for this course being developed; we believe that education and training are key to a meaningful work experience and professional advancement.

**This program allows students to acquire a wide range of cleaning techniques by utilizing hands-on training as well as class lectures. It also highlights the safety and security aspect of the main commercial cleaning tools, chemicals and equipment. Students will earn a 10-hour OSHA Safety card, concierge customer service skills and unmatched custodial experience tailored to different types of businesses. Participants will graduate with a professional certification giving them a sense of pride, confidence and a high degree of knowledge and skills to fulfill their career goals in the Housekeeping Industry. We are currently enrolling for the Summer 2019 classes (example of flyer is below):**



# INNOVATION DIVISION

Metropolitan Community College

## WORKFORCE



### commercial custodian certificate program

Classes start August 24, 2019

Enroll today!

Commercial custodial staff are employed in about every business and industry. This Commercial Custodian Certificate Program highlights comprehensive safety and security aspects of the main commercial cleaning tools, chemicals and equipment. Upon successful program completion, students will earn a 10-hour OSHA Safety Card, Customer Service Certification and unmatched custodial training & experience tailored to different types of businesses. Participants will walk away with knowledge and skills to fulfill their career goals in the Custodial Industry.

To complete this program in just five-weekends, you will take the following courses:

Customer Service	Sat. Aug. 24,	10a-4:30p
Custodial Skills & Training	Sat. Aug. 31 & Sun. Sept. 1,	10a-2p
OSHA General Industry	Sat. Sept. 7 & Sun. Sept. 8	10a-3:30p
Guide to Green Cleaning	Sat. Sept. 14	10a-4:30p
Environmental Health	Sun. Sept. 15	10a-4:30p
**Chemical Equipment & Floor Care	Sat. Sept 21 & Sun. Sept. 22	10a-2p

Location: MCC Fort Omaha Campus  
 Building #24, Room# 206  
 \*\*Class held at Midwest Maintenance Facility

GAP funding available to those who qualify!

[To register](#) or for more information: 531-MCC-2640 | [gap@mcneb.edu](mailto:gap@mcneb.edu) | [mcneb.edu/gap](http://mcneb.edu/gap)

**TAB 9**  
**Manage and Motivate**



## **Manage and Motivate**

### **Operations Manager**

Our operations manager is Jessie Salcedo. He is responsible for oversight of the contract, including managing the project manager and quality assurance manager. In addition, he handles all logistics, customer relations, and ensures we perform to the full scope of work each day.

- Management of all Account Managers and Project Managers who are responsible for the maintenance of our client's buildings. He also manages warehouse staff.
- Communicates, complies, and enforces all organizational policies, procedures, and objectives.
- Oversees monthly assessments and forecasts of organization's financial performance against budget, financial and operational goals.
- Ensures all Account Relations contacts and internal quality inspections are completed in a timely manner.
- Ensures each account has cleaning schedules, and detailed schedules per employee.
- Identifies, addresses, and resolves team or customer concerns in a timely manner. Follows-up on all customer concerns.
- Assists with all changes to client contracts and completes all necessary internal forms.
- Prepares contract proposals and ensures timely submittal to Director of Operations and Accounting. Also, ensures that scheduling of work activities are completed accurately.
- Assists with managing new account startups, and miscellaneous projects such as construction bid jobs.

## TAB 10

# RESUMES AND REFERENCES

## Resumes

### Jessie Salcedo

#### **Purchasing/Inventory/Warehouse manager**

Omaha, NE 68137

[jessiesalcedo5\\_y3v@indeedemail.com](mailto:jessiesalcedo5_y3v@indeedemail.com) (402)216-6692

Seeking a position with a company to fulfill its needs for a hardworking, dependable and results driven individual to lead its vendor and inventory operations.

Authorized to work in the US for any employer

## Work Experience

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### **Warehouse Manager**

Arrow Distributing Inc - Omaha, NE

June 2018 to Present

- Overseeing receiving, warehousing and distribution operations.
- Implementing operational policies and procedures.
- Implementing and overseeing security operations.
- Ensuring effective and safe use of warehouse equipment.
- Ensuring safety of staff.
- Motivating and disciplining staff.
- Maintaining documentation and keeping accurate records of warehouse activities.
- Maintaining awareness and knowledge of condition and location of fleet vehicles.
- Assisting with deliveries where required.
- forklift
- moving and putting pallets away

### **Purchasing/Inventory Specialist**

Airlite Plastics - Omaha, NE

July 2009 to June 2018

- Establishing and maintaining relationships with vendors to help with upselling of products



- Making inventory budgets and maintaining the stock ratio.
- Corresponds with vendors; keeps informed of new products available.
- Accounting and Reporting of inventory surplus, product returns, and any damages.
- Replenishing stock in the warehouse and filling of order forms.
- Tracking the transportation and distribution of inventory.
- Conducting a daily audit of inventory.
- Ensure daily processes are prioritized and completed
- Safeguards warehouse operations and contents by establishing and monitoring security procedures and protocols.
- Ensure warehouse compliance with all company safety regulations as well as local and federal laws that govern workplace safety.

## **Inventory Assistant**

Home Depot - Omaha, NE

March 2006 to July 2009

- Order inventory for departments
- Maintain appearance of maintenance of all areas in the store
- Conduct audits, tests and maintain monthly logs for all areas of safety code and other equipment maintenance
- Establishing and maintaining relationships with vendors to help with upselling of products
- Unloads trucks upon arrival at the branch warehouse. Stage materials for each job.
- Make occasional service calls for repairs and installations
- Take calls from installers and order parts as well as other stock inventory.

## **Education**

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### **High school or equivalent**

Omaha Bryan - Omaha, NE

August 2001 to May 2005

## **Skills**

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INVENTORY (10+ years), CONFIDENT (10+ years), EXCELLENT WRITTEN (10+ years), FILING (10+ years), INVENTORY CONTROL (10+ years), Auditing (10+ years), Forklift Operator (10+ years), Purchasing, Sales, Procurement, Microsoft Office, Microsoft Excel, Data Entry, Microsoft Word, Outlook

## **Certifications/Licenses**

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**Forklift Certified**

## **Additional Information**

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Skills

- Excellent written oral and interpersonal communication skills
- Able to build and maintain strong relationships with vendors
- Self-motivated and confident
- Experienced with training personnel in inventory control procedures
- Ability to establish and maintain effective working relationships with vendors • Excellent record-keeping and filing skills



RAY CRIBBS

Quality Control Manager

#### Experience

- Over 8 years of supervisory experience in arena cleaning; also 3 years managerial experience with Midwest Maintenance.
- Midwest Maintenance — Joined MM in 2011 as an Event Lead and quickly moved up to the Project Manager position at Metropolitan Entertainment & Convention Authority.
- Responsible for the overall management of the facility.
- Works closely with team members in managing the daily operations of the facility.
- Provides daily interface with MECA personnel, providing input to planning and scheduling,
- Accountable for payroll accuracy, daily reports and billing.
- Works directly with large and small in-house or sub-contracted cleaning crews, as required for pre and post-event cleaning, set-ups and staffing.
- Oversees the cleaning crew and floor staff, including Supervisors, Leads and janitorial staff.
- Responsible for supply orders and inventory, employee training, schedules and safety protocols.
- Tracks and monitors schedules as well as pre-event and post-event cleanings to assure procedures are followed and customer satisfaction remains high.
- Provides key interface function with MECA personnel regarding specific event planning, potential adjustments needed, and project results.

#### Education

- High school Diploma



## **REFERENCES**

**Nebraska State Office Buildings  
301 Centennial Mall South  
Lincoln, Nebraska 68508**

Contact: David Brooks  
Facilities Maintenance Supervisor  
(402)471-0438  
[dave.brooks@nebraska.gov](mailto:dave.brooks@nebraska.gov)

Service Since: 2010  
Square Footage: 574,000

Midwest Maintenance has provided comprehensive cleaning services for multiple state office buildings for the State of Nebraska for over 10 years which include both evening and daytime services along with floor and carpet cleaning services. These facilities include general office spaces, executive offices, crime labs, general lab and transportation services.

**Woodmen of the World  
1700 Farnam Street  
Omaha, NE 68102**

Contact: Jill R. McCormick  
General Manager, Property  
(402) 315-9456  
[jmccormick@woodmen.org](mailto:jmccormick@woodmen.org)

Service Since: 2018  
Square Footage: 440,000



The Woodmen campus consists of three buildings and Midwest Maintenance provides comprehensive general office cleaning for Woodman Tower, Woodman Park and Tower Park which includes day porters, nightly custodians and floor work to various floor types. Woodmen Tower is a 478-ft high-rise building in downtown Omaha, Nebraska, and headquarters of Woodmen Life

**Metropolitan Entertainment and Convention Authority (MECA)  
455 North 10<sup>th</sup> Street  
Omaha, NE 68102**

Contact: Roger Dixon  
President/CEO  
Telephone: 402.599.6990  
Email: [rdixon@omahameca.com](mailto:rdixon@omahameca.com)

Service Since 2003

Square Footage: The 1.1 million ft<sup>2</sup> facility has an 18,975-seat arena, a 194,000-ft<sup>2</sup> exhibition hall  
and 62,000 ft<sup>2</sup> of meeting space.

Midwest Maintenance Company, Inc. provides administrative office cleaning as well as cleaning staff during and following convention center events for over 550 events per year. These events range from local and national athletic/sporting events, national conventions, concerts, high profile meetings, community events and more based on MECA needs. MECA receives supervision and labor necessary to provide event cleaning and janitorial services from Midwest Maintenance Company, Inc. This includes housekeepers, customer service representatives, custodial supervisors and floor supervisors that provide floor care to various floor styles, attention to special finishes and certified forklift operators.





**Form A**  
**Bidder Proposal Point of Contact**  
**Request for Proposal Number 6342 Z1**

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Midwest Maintenance Co., Inc
Bidder Address:	2901 Q Street Omaha, NE 68107
Contact Person & Title:	Jeff Cunningham/Sales Manager
E-mail Address:	<a href="mailto:jcunningham@midwestinc.net">jcunningham@midwestinc.net</a>
Telephone Number (Office):	402-733-1114
Telephone Number (Cellular):	402-680-9534
Fax Number:	402-733-5385

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Midwest Maintenance Co., Inc.
Bidder Address:	2901 Q Street Omaha, NE 68107
Contact Person & Title:	Jeff Cunningham/Sales Manager
E-mail Address:	<a href="mailto:jcunningham@midwestinc.net">jcunningham@midwestinc.net</a>
Telephone Number (Office):	402-733-1114
Telephone Number (Cellular):	402-680-9534
Fax Number:	402-733-5385



**Form B**  
**Notification of Intent to Attend Pre-Proposal Conference**  
**Request for Proposal Number 6342 Z1**

Bidder Name:	Midwest Maintenance
Bidder Address:	2901 Q Street Omaha, NE 68107
Contact Person:	Pat Boyd
E-mail Address:	pboyd@midwestinc.net
Telephone Number:	402-609-0031
Fax Number:	402-733-5385
Number of Attendees (limit 2):	2

The "Notification of Intent to Attend Pre-Proposal Conference" form should be submitted to the State Purchasing Bureau via ShareFile <https://nebraska.sharefile.com/r-r1f0fd86aa81446ea> by the date shown in the Schedule of Events.



## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

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 Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

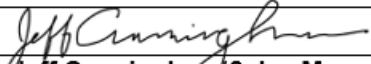
✓

\_\_\_\_ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" 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.

\_\_\_\_ 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.

### FORM MUST BE SIGNED USING AN INDELIBLE METHOD OR VIA DOCUSIGN

FIRM:	<b>Midwest Maintenance Co., Inc.</b>
COMPLETE ADDRESS:	<b>2901 Q Street Omaha, NE 68107</b>
TELEPHONE NUMBER:	<b>402-733-1114</b>
FAX NUMBER:	<b>402-733-5385</b>
DATE:	<b>10/1/2020</b>
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	<b>Jeff Cunningham / Sales Manager</b>

**II. TERMS AND CONDITIONS**

Bidders should complete Sections II through IV as part of their proposal. Bidder should read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or why the bidder rejected the clause and provided alternate language. By signing the solicitation, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. 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 proposal. The State of Nebraska is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

The bidders should submit with their proposal 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 bidder's proposal 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 have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one 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**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
ABC			

The contract resulting from this solicitation shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Bidder's proposal (Solicitation and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

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) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the bidder's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

**B. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JOC			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally, electronically, or mailed. All notices, requests, or communications shall be deemed effective upon receipt.

**C. BUYER REPRESENTATIVE**

The State reserves the right to appoint a Buyer's Representative to manage (or assist the Buyer in managing) the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is required to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

**D. GOVERNING LAW (Statutory)**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

**E. BEGINNING OF WORK**

The awarded bidder shall not commence any billable work until a valid contract has been fully executed by the State and the awarded bidder. The awarded bidder will be notified when work may begin.

**F. AMENDMENT**

This Contract may be amended only in writing, within scope, upon the agreement of both parties

**G. CHANGE ORDERS OR SUBSTITUTIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JOC			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the



contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an Itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract to include the alternate product at the same price.

**\*\*\*Contractor will not substitute any item that has been awarded without prior written approval of SPB\*\*\***

**H. VENDOR PERFORMANCE REPORT(S)**

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

**I. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
ADP			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**J. BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
ADP			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR in case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchase goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the

difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

**K. NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JDC			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**L. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JDC			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

**M. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JDC			

**1. GENERAL**

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees,



subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this solicitation.

**3. PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

**4. SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

**N. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
MC			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

**O. ASSIGNMENT, SALE, OR MERGER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
MC			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the



Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
pac			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**Q. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
pac			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

**R. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
pac			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of

which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**S. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
me			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar days written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least 60 calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**T. CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
me			

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one (1) copy of any information or data as required

to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;

4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.



### III. CONTRACTOR DUTIES

#### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
ANC			

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

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

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor 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 Contractor's proposal 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 Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor 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 Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor'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 Contractor'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 Contractor, its officers, agents, or subcontractors or subcontractor's employees)

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

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any subcontractor engaged to perform work on this contract.

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
ME			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of 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 an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/material/purchasing.html>
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all subcontracts for goods and services to be covered by any contract resulting from this solicitation.

**D. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
ME			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. DISCOUNTS**

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than 30 calendar days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a



properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

**F. PRICES**

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the first year of the contract. Any request for a price increase subsequent to the first year of the contract shall not exceed two percent (2 %) of the price proposed for the period. Increases shall be cumulative. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

**The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.**

**The State will be given full proportionate benefit of any decreases for the term of the contract.**

**G. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
gpc			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**H. INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
gpc			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

6342 Z1 Cost Proposal			
Location: NETV, 1800 N. 33rd St. Lincoln, NE 68503			
	Monthly	QTY	ANNUAL
Year One (1) Initial Year	\$6,637.63	X 12 =	\$ 79,651.56
Year Two (2) First Renewal	\$6,770.38	X 12 =	\$ 81,244.59
Year Three (3) Second Renewal	\$6,905.79	X 12 =	\$ 82,869.48
Year Four (4) Third Renewal	\$7,043.91	X 12 =	\$ 84,526.87
Year Five (5) Fourth Renewal	\$7,184.78	X 12 =	\$ 86,217.41

Optional Items						
	UOM	Year One (1) Initial Award	Year Two (2) Renewal One	Year Three (3) Renewal 2	Year Four (4) Renewal 3	Year Five (5) Renewal 4
Hourly rate for additional work or for deducting work not completed.	HR	16.97	16.97	16.97	17.77	17.77
Cost per square foot for additional hard surface floor maintenance.	SF	0.17	0.17	0.17	0.17	0.17
Cost per square foot for additional carpet shampooing.	SF	0.07	0.07	0.07	0.07	0.07
Hourly rate for emergency custodial service with a response within one (1) hour (Outside of Contractor work hours).	HR	18.58	18.58	18.58	19.39	19.39
Hourly rate for on call hours, including holidays and weekends with four (4) hour response (Outside of Contractor work hours).	HR	18.58	18.58	18.58	19.39	19.39

Company Name: Midwest Maintenance Co., Inc.

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