



**M E M O**

**County  
Administrator**

Robert W. Wilson  
701-241-5770  
wilsonro@casscountynynd.gov

TO: County Commissioners  
FROM: Robert W. Wilson  
DATE: March 17, 2022  
SUBJECT: Agreement with Professional Building Services (PBS)

---

On Wednesday, March 2, 2022 bids were due and opened in response to the Cass County Request for Proposals (RFP) for custodial services in the following County Buildings:

- Courthouse
- Annex
- Law Enforcement Center
- Jail

The County received one bid – from our current provider, Professional Building Services. It is unclear why other local cleaning services chose not to respond to the RFP, but Cass County Government is fortunate that our long-time cleaning contractor responded and submitted a reasonable bid that will allow us to continue what has been a successful working relationship.

The terms of the agreement include the following:

- Effective April 1, 2022
- 24-month base agreement with three optional 12-month renewals
- Initial 24-month agreement includes 8% increase from current cost
- Each of the three 12-month renewals include additional 2.5% cost increase

This agreement has been reviewed by the State's Attorney's Office and the Buildings & Grounds Supervisor.

**SUGGESTED MOTION: Authorize the Commission Chair to sign agreement with Professional Building Services (PBS) to provide custodial services in Cass County Facilities**

PO Box 2806  
211 Ninth Street South  
Fargo, North Dakota 58108

[www.casscountynynd.gov](http://www.casscountynynd.gov)

# Professional Building Services

P.O. Box 7365  
Fargo, North Dakota 58106-7365  
Telephone: 701-235-7700  
Fax: 701-235-3346

Cleaning Services Contract  
For

Cass County Courthouse  
Cass County Annex  
Cass County Law Enforcement Center  
Cass County Jail

## Cass County Government Areas and Specifications

Specifications apply to following buildings; Cass County Courthouse, West Addition, Annex,  
Law Enforcement Center and Jail

General	Times/ Week	Times/ Month	Times/ Year	Other
Clean/Sanitize drinking fountain	5			
Clean breakroom sinks, counters and tables	5			
Empty waste baskets	5			
Clean conference and meeting rooms	5			
Clean courtrooms and jury rooms	5			
Spot clean walls, doors, etc.	5			
Sweep and mop floors	5			
Vacuum carpeting	5			
Dust desks, counters, phones	1			
Dust filing cabinets	1			
Dust tops and bottoms of cubicles	1			
Dust miscellaneous furniture	1			
Dust high areas		1		
Dust picture frames		1		
Dust air vents and grills			4	Jan, Apr, July, Oct

Restroom Cleaning and Sanitizing	Times/ Week	Times/ Month	Times/ Year	Other
Clean mirrors and bright work	5			
Clean and sanitize sinks, toilets and urinals	5			
Empty trash and sanitary dispensers	5			
Fill soap, toilet and towel dispensers	5			
Sweep and mop floors	5			
Spot clean walls & partitions (to 5 feet)	1			
Wash restroom walls and partitions		1		
Scrub restroom floors		1		

Floor Maintenance	Times/ Week	Times/ Month	Times/ Year	Other
Spot clean carpets	5			
Scrub ceramic tile floors			4	Jan, Apr, July, Oct
Refinish tile floors			2	
Steam clean all carpets thoroughly			1	Security Needed
Steam clean high traffic carpet areas			1	Security Needed

Window Cleaning	Times/ Week	Times/ Month	Times/ Year	Other
Inside partition glass-spot clean	5			
Exterior glass-spot clean	5			
Entrance glass - spot clean	5			
Entrance glass - thorough cleaning		1		
Interior & exterior complete cleaning			1	

Special Cleaning	Times/ Week	Times/ Month	Times/ Year	Other
Skywalk Exterior/ Interior Window Cleaning			1	
Sweep Parking Garage			1	
Power Wash Parking Garage			1	

Closing Instructions	Times/ Week	Times/ Month	Times/ Year	Other
Arrange Furniture	5			
Clean Supply room	5			
Turn off all lights	5			
Check and lock doors	5			

**Professional Building Services, LLC.**

**Cost Sheet**

Professional Building Services will provide the custodial maintenance services previously explained at the offices for Cass County Government for the following locations:

**Cass County Courthouse** located at 211 9<sup>th</sup> Street South, Fargo, ND

\$14,293.13 per month

**Cass County Annex** located at 1010 2<sup>nd</sup> Avenue South, Fargo, ND

\$5,614.24 per month

**Cass County Law Enforcement Center** located at 1612 23<sup>rd</sup> Ave North, Fargo, ND

\$2,720.77 per month

**Cass County Jail** located at 450 34<sup>th</sup> Street SouthWest, Fargo, ND

\$4,389.81 per month

This price includes all cleaning supplies and equipment necessary for adequate completion of said services. Cass County Government will provide all dispensers, can liners, paper products, hand soap and other paper products. Professional Building Services will order these supplies thru the vendor selected by Cass County. Professional Building Services will manage the inventory.

## **Professional Building Services, LLC.**

### **Special Project Handling**

Upon occasion, services other than the regularly scheduled janitorial duties may be required. Professional Building Services has the capability to provide any of the following special services:

- Carpet Cleaning
- Upholstery Cleaning
- Exterior/Interior Window Cleaning
- Cleaning/Vacuuming of Office Furniture
- Wash and Sanitize Waste Receptacles
- Power Wash Mats
- Power Wash Building Exteriors
- Provide Emergency Cleaning (fire, flood, etc.)
- Provide Dispenser Supplies
- Provide Paper Products for Bathrooms and Break Areas

Prices for these projects will be quoted upon request.

If any of these services are requested, Professional Building Service will provide the work and bill separately from the Contract.

## **Professional Building Services, LLC.**

### **Training**

Training of its custodial personnel is one of Professional Building Services great pride. We take great care that only properly trained individuals are involved in the maintenance of your property.

Building Supervisors regularly attend classes put on by Professional Building Services. In addition, key supervisors are sent to seminars sponsored by the Building Service Contractors Association International. Our Supervisors are educated in the areas of cleaning, training others, communication, personnel management and leadership.

Supervisors are in turn responsible for the training of custodial personnel. Employees are trained in the latest cleaning methods and taught to take pride in their work.

### **Supervision**

Professional Building Services supervises each of its accounts very closely. Accounts are overseen by a supervisor.

Supervisors monitor and control the work of the staff and continually guide personnel on a daily basis.

### **Quality Control**

Regular Quality Control Reports are completed by the supervisors. Each account is checked completely on a regular basis. The feedback from these rounds is provided to our staff. Guidance is given in any areas that may need correction or special attention.

**Professional Building Services, LLC.**

**Contract**

WITNESS THIS CONTRACT (hereinafter called contract) made this April 1st of 2022, by and between Professional Building Services (hereinafter "Contractor"), a North Dakota Company and Cass County Government (hereinafter "Owner").

In consideration of the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor and the Owner agree as follows:

I

**Purpose**

- A.** The **Contractor** will provide janitorial and other related services to the **Owner** at the following locations according to the specifications set forth and made part of the Contract at the following Bell Bank locations:

Cass County Courthouse located at 211 9<sup>th</sup> Street South, Fargo, ND

Cass County Annex located at 1010 2<sup>nd</sup> Avenue South, Fargo, ND

Cass County Law Enforcement Center located at 1612 23<sup>rd</sup> Avenue North, Fargo, ND

Cass County Jail located at 450 34<sup>th</sup> Street SouthWest, Fargo, ND

- B.** The **Contractor** retains the right to perform the services required by the specifications by any reasonable means and in any reasonable manner it sees fit.



## Professional Building Services, LLC.

II

### TERMS OF CONTRACT

The term of this Contract shall commence April 1, 2022 and shall continue for a period of 24-months. Said Contract shall thereafter continue in full force and effect unless and until either party gives a minimum sixty (60) days written notice of its intentions to terminate with three additional 12-month extensions. The Base Amount is subject to an annual 2.5% increase every twelve (12) calendar months effective April 1, 2024. In the event a building or a space is taken out of service an adjustment will be made to the Contract to remove the service with sixty (60) days written notice to terminate the services for the location effected by the closure. All modifications and amendments to this Contract shall be in writing and signed by authorized representatives.

III

### COMPENSATION

The Owner agrees to pay the Contractor for its services in the amount and manner set forth below.

#### A. BASE AMOUNT AND ADJUSTMENTS

1. The **Contractor's** Base Amount of compensation shall be **\$27,017.95 monthly** during the full term of this Contract. The original 24-month agreement has an option of three additional 12-month extensions if neither party provides a 60-day notice prior to the renewal date of the agreement. Each additional 12-month extension will include a 2.5% cost increase.
2. It is further agreed that at any time during the term of the Contract, the **Contractor** shall be obligated to perform services in any additional areas of the building, or, if the type of services required becomes more difficult by virtue of changes made in the nature of space utilization, the **Contractor's** compensation shall be increased by the amount of additional number of man hours required multiplied by the price per man hour, calculated by dividing the **Contractor's** currently budgeted number of man hours into the Contract price including any adjustments. **Contractor** must have authorization from Owner prior to completion of any additional services which would require additional charges.

**Professional Building Services, LLC.**

3. In the event the **Contractor** fails to perform the work required by the specifications attached hereto and made a part hereof, and if 72 hours after the receipt of **written notice** from the **Owner**, the **Owner** may at the **Contractor's** expense, obtain necessary corrective services from another reputable contractor. It is agreed however, that such cost to the **Contractor** shall not exceed an inclusive cost of \$18.00 per man hour worked.

**B. PAYMENT**

1. The **Owner** agrees that the **Contractor** will be paid monthly, no later than the tenth of the month for services supplied to the **Owner** during the preceding calendar month. In the event the **Owner** fails to make payment when due, the **Contractor** shall have the right to charge a late fee of \$40.00 on the 11th day of the month. The **Owner** shall pay the **Contractor** the reasonable costs of collection of said payment, including reasonable attorney's fees.
2. The parties hereby agree that with respect to subparagraph A2 above, the **Owner** shall pay the **Contractor** such additional sums in additions to its regular monthly obligation, the increased payments to commence within five (5) days after notification to the **Owner** that the **Contractor** has experienced the increased costs contemplated by subparagraph A2.

**Professional Building Services, LLC.**

IV

**WORK WEEK**

- A. The **Contractor** will provide the **Owner** with its services **five (5)** days per week, such day include **Monday, Tuesday, Wednesday, Thursday and Friday** at the following locations:

Cass County Courthouse

Cass County Annex

Cass County Law Enforcement Center

Cass County Jail

- B. The following days are **federal and county** holidays on which the **Contractor** shall not be obligated to perform any service: New Year's Day, MLK Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. The **Contractor** will perform services on these days at twice the normal daily rate.

V

**INSURANCE AND LIABILITY**

- A. The **Contractor** agrees to obtain and maintain in effect at all times during the term of this Contract the following insurance: Worker's Compensation with statutory limits, bodily injury with limits of **\$unlimited** for each person and **\$unlimited** for each occurrence, property damage with limits of **\$1,000,000.00** per occurrence, and **\$3,000,000.00** total aggregate.
- B. The **Contractor** agrees to furnish certificates of the insurance described above to the Owner, clearly showing the insured's interest and specifying amounts of coverage.
- C. Contractor will furnish and be responsible for any equipment or personal property used or stored by the Contractor on the premises of the Owner. Upon termination of the Contract, the Contractor shall promptly remove from the Owner's premises all equipment or personal property owned by the Contractor. The Owner shall have no legal liability for the Contractor's equipment or personal property.

VI

**CONFORMANCE WITH LEGAL OBLIGATIONS**

- A. The **Owner** agrees to keep, or cause to keep, all its facilities in conformity with all applicable federal state or local laws, ordinances and regulation and agrees to indemnify the **Contractor** and hold the **Contractor** harmless for any loss or injury caused by the **Owner's** failure to abide by the terms of this Article. The **Contractor** agrees to make the **Owner** whole for any physical damage that is proven to be the fault of the **Contractor's** employees while working on the **Owner's** premises.

VII

**COMPLIANCE WITH APPLICABLE LAW**

- A. This Contract shall be governed by the laws of the State of North Dakota.
- B. **Contractor** shall comply with applicable laws and shall be responsible for obtaining any licenses or permits which may be required of Contractor to perform the work set forth in this Agreement.

VIII

**CONFIDENTIALITY**

**Contractor**, on **Contractor's** behalf and on behalf of **Contractor's** employees, acknowledges and understands the importance to **Owner** of maintaining **Owner's** confidential information and agrees to never use or disclose such information. The **Contractor** and its employees agree to follow the ND DHS Administrative Procedures for the Cass County Annex and State's Attorney – Child Welfare Team offices [located on South end wing of the Courthouse, Third Floor West side] in Appendix C. Upon termination of this Agreement, **Contractor** and **Contractor's** employees agree to immediately return to **Owner** all copies of data, records or other tangible documents which contain, embody, or disclose, in whole or in part, any confidential information that Contractor may have obtained regarding **Owner**. The provisions of this section shall survive the termination of this Agreement.

**Professional Building Services, LLC.**

**IX  
BINDING**

A. This Contract shall insure and bind all parties, their successors, assigns, agents, or representatives.

**X  
ENTIRE AGREEMENT**

A. This Contract contains the entire agreement between the parties. All prior negotiations between the parties are merged in the Contract, and there are no understandings or agreements other than those incorporated or referred to herein. This Contract may be modified by an amendment in writing documenting the changes and signed by the **Owner** and **Contractor**.

**XI  
NOTICES**

A. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or if addressed and postage prepaid (a) to the Contractor at Professional Building Services, LLC., P.O. Box 7365, Fargo, North Dakota 58106 or (b) to the management at Cass County Government, Fargo, North Dakota 58103 or at any other address as may be given by either party to the other by notice in writing pursuant to the provisions in this Article.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written above.

Cass County Government

BY \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Professional Building Services, LLC.

By *Peter A Xenides*

Print Name PETER A. XENIDES

Title PRESIDENT

Date 3-17-2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/23/2022

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.

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.

PRODUCER: Bell Insurance, Fargo ND 58107
CONTACT NAME: Janice Rode
PHONE (A/C, No, Ext): 701-297-1836
INSURER A: Acuity, A Mutual Insurance Com
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: 2123016308 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: Cass County Government, Fargo ND 58103
CANCELLATION: 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: Janice Ambuehl



North Dakota Workforce  
Safety & Insurance

Bryan Klipfel  
Director

Professional Building Services LTD  
PO Box 7365  
Fargo ND 58106-7365

July 6, 2021

<b>Account Information</b>	Employer account number:	900613
	Issue date:	07/02/2021
	Expiration date:	08/14/2022

### Certificate of Payment

**Reason For Notice** Workforce Safety & Insurance (WSI) certifies Professional Building Services LTD has North Dakota workers' compensation coverage from 06/01/2021 to 05/31/2022. Employees of Professional Building Services LTD are entitled to apply for WSI benefits.

**Required Action** Employers must post this Certificate of Payment in a conspicuous manner at the workplace. A penalty of \$250 may apply for failure to comply with this requirement. See North Dakota Century Code § 65-04-04.

**Additional Information** Coverage under this certificate extends to employers for their North Dakota exposure. Limited coverage may be extended for temporary and/or incidental exposure outside of North Dakota.

WSI may revoke the Certificate of Payment for failure to make required premium payments.

**For More Information** Contact customer service at 800-777-5033 or 701-328-3800 with questions.

Class	Classification Description
8747	Professional/Business Reps
8805	Clerical Office Employees
9007	Bldg Custodians - Janitorial

Sincerely,

Barry Schumacher  
Chief of Employer Services

PL5

## **ND DHS Administrative Procedures**

### **Securing System and Workspace Information 448-01-25-15-15**

#### **Controlling Access to Areas Containing Federal Tax Information (FTI)**

The director or designee shall maintain an authorized list of all personnel who have access to information system areas where these systems contain FTI. This shall not apply to those areas within the facility officially designated as publicly accessible.

Each agency shall control physical access to the information systems that display FTI information or where FTI is processed to prevent unauthorized individuals from observing the display output.

Each agency shall position information system components within the facility to minimize potential damage from physical and environmental hazards and to minimize the opportunity for unauthorized access.

- Whenever cleaning and maintenance personnel are working in restricted areas containing FTI, the cleaning and maintenance activities must be performed in the presence of an authorized employee if the area includes access to casefiles or computers where FTI is housed.
- Allowing an individual to "piggyback" or "tailgate" into a restricted locations should be prohibited and documented in agency policy. The agency must ensure that all individuals entering an area containing FTI do not bypass access controls or allow unauthorized entry of other individuals.
- Unauthorized access should be challenged by authorized individuals (e.g., those with access to FTI). Security personnel must be notified of unauthorized piggyback/tailgate attempts.



## **Safeguarding Federal Tax Information (FTI): Telework and Alternative Work Site Locations**

FTI remains subject to the same safeguard requirements and the highest level of attainable security in a telework or alternative work site location as required in a traditional work site location.

In addition to the traditional work site safeguard requirements, the following safeguard requirements are required.

- Access to FTI remotely requires:
  - Virtual Private Network (VPN) login to agency network
  - Multi-Factor Authentication (MFA) authentication to validate identity
- Use of personal computers, mobile devices, and associated electronics (printers, scanners, fax, etc.,) are prohibited unless:
  - Authorized by your supervisor.
  - The devices have a written security risk assessment completed by DHS IT, NDIT or Human Service Zone authorized contractors.
  - The devices have been configured to comply with all IRS safeguard requirements.
  - All non-agency owned devices must be reported to the Office of Safeguards 45 days prior to usage unless remote access is through a virtual desktop infrastructure (VDI) environment
    - VPN login to agency network
    - MFA authentication to validate identity
    - VDI components segregated from personal components
- Computers, mobile devices, and associated electronics that receive, process, store or transmit FTI must contain the highest level of protection practical.
- Computers, mobile devices, and associated electronics must employ encryption mechanisms to ensure that FTI may not be accessed if the computer, mobile device, or associated electronics are lost or stolen.
- All computers, mobile devices and associated electronics must be listed with the appropriate office (state office, county office or Human Service Zone office) for inventory purposes and updated annually.

- Only agency-approved security access control devices and agency approved software will be used on computers, mobile devices, and associated electronics.
- All computers, mobile devices and associated electronics receiving, processing, or transmitting FTI must be kept in a secured area under the immediate protection and control of an authorized employee or locked up.
- **FTI must not be downloaded or stored** on any computer, mobile device or associated electronic device. If downloaded or stored, computers, mobile devices and associated electronic devices must have agency-approved security access control devices installed.
- **FTI must not be printed.** If printed, FTI must be protected by securing in a locked drawer or other secure container and access to work area must be restricted behind a locked door. All printed FTI must be destroyed by either burning or shredding.
  - Burning – material must be burned in a manner that produces enough heat to burn the entire document, leaving only ash.
  - Shredding - use cross cut shredders which produce particles that are 1 mm x 5 mm (0.04 in. x 0.2 in.) in size (or smaller). If shredding deviates from the above specifications, FTI must be safeguarded until it is rendered unreadable through additional means, such as burning.
- Access to computer, mobile device and associated electronic device operating system must be limited to DHS IT, NDIT or Human Service Zone authorized contractors to prevent changes to device configuration.
- Computers, including laptop computers, and associated electronic devices must contain remote wipe and/or kill switch functionality to remove sensitive information. If a device cannot be remotely wiped, the device must be configured to purge all data automatically after 4 consecutive unsuccessful attempts are made to gain access.
- Mobile devices, excluding laptop computers, must:
  - Contain remote wipe and/or kill switch functionality to remove sensitive information. If a device cannot be remotely wiped, the device must be configured to purge all data automatically after 10 consecutive unsuccessful attempts are made to gain access.
  - Require encryption at rest.

- Wireless personal area networks must be disabled that allow connection to a computer via Bluetooth or near field communication (NFC) for data synchronization.
- Access to digital camera, global positioning system (GPS) and universal serial bus (USB) interface must be disabled to the extent possible.
- If computer, mobile device, and associated electronics are lost or stolen, staff must immediately report to their supervisor and DHS EA Central Office at (701) 327-2332 or send an email to the EA Assistant Director.
- Telework and Alternative Work Site locations must be inspected annually for compliance with IRS required safeguards.
- Telework and Alternative Work Site Wireless Network Connection:
  - Avoid using wireless network connections when possible.
  - If using a wireless network connection
    - Check encryption of router; turn on encryption if off. Encryption level must be of the same standard as Federal Information Processing Standards (FIPS)-validated or National Security Agency (NSA)-approved encryption.
    - Only access secure websites (i.e. those that begin with "https").
    - A wireless intrusion detection system must be employed.
    - Update login credentials on Wi-Fi router to increase complexity and uniqueness.
    - Update the complexity and uniqueness of passwords for all other devices not approved by DHS IT, NDIT or Human Service Zone authorized contractors that are connected to wireless network (Alexa, Google Home, e-readers, tablets, etc.).
      - Any internet connected device can be used as an access point to all other devices connected to the wireless network.
      - If possible, disconnect all other devices from the wireless network.



701-235-7700 Fax: 701-235-3346  
3431 4th Avenue South, Suite C  
PO Box 7365  
Fargo, ND 58106-7365

March 2, 2022

Mr. Robert Wilson  
Cass County Administrator  
Cass County Government  
211 9<sup>th</sup> Street South  
Fargo, ND 58103

Dear Robert,

We are pleased to submit a proposal for the custodial services for Cass County Government buildings. Professional Building Services (PBS) has been the provider of custodial services of the Courthouse since 1987. As the county grew and added more buildings, we were selected to service the Jail, West Addition and Law Enforcement Center. We service several buildings in the Fargo-Moorhead area that are similar or larger in size to those owned by the county. Currently we service over 30 buildings daily for a total of over 1,900,000 square feet. We are a committed vendor for the services required by the county for your buildings.

We are interested in building long term relationships with our clients and keeping them happy. We have two other accounts that have been doing business with PBS for over 30 years. We are proactive when we see a problem in a building or an issue arises and needs immediate attention. You can count on us to take care of the problem immediately.

Providing reliable, consistent services that are virtually problem free is a great asset to the county. Taking care of your buildings after hours can be complex. There are many details that need to be considered to make things run smoothly. We believe we do this task seamlessly on a day- to-day basis. The COVID pandemic and staffing issues have been the biggest challenge to all businesses. The county has not had to worry about the janitorial services taking care of their responsibilities each and every day.

We believe we have proven that we are reliable and offer quality services to the county at a fair price. We are willing to work with the county as your needs change such as adding security services when carpets are cleaned or providing hand sanitizers during COVID.

We appreciate the opportunity to work with the county and to provide a proposal for services.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Peter Xenides', is written over a light blue horizontal line.

Peter Xenides  
President/Owner  
Professional Building Services



Cass County Administration

Request for Proposal  
Custodial Services in County Owned Buildings

Prepared by  
Professional Building Services  
Submitted on March 2, 2022

## Table of Contents

	Page Number
1. Appendix A: Bid Response Form	1
2. Qualifications and Experience of Professional Building Services	2-3
3. Qualifications and Experience of Assigned Personnel	4-5
4. Organizational Chart of Managers & Supervisors	6
5. Appendix B: Specifications of Work (SOW)	7-8
6. Appendix C: Annex Requirements	9-12
7. Certificate of Insurance	13
8. WSI Certificate of Insurance	14
9. 2020-2021 WSI Certificates of Safety Programs	15-16

Appendix A: Bid Response Form

**CLEANING AND CUSTODIAL SERVICES IN COUNTY-OWNED BUILDINGS.**

Pricing will be set on an initial 24-month agreement billed per month per building. Three additional 12-month extension options will be exercised if neither party provides a 60-day notice prior to the renewal date of the agreement. Each additional 12-month extension will include a 2.5% cost increase.

**Initial 24-month per month cost:**


Courthouse:	\$	<u>14,293.13</u>
Annex:	\$	<u>5,614.24</u>
Law Enforcement Center:	\$	<u>2,720.77</u>
Jail:	\$	<u>4,389.81</u>
<b>Total:</b>	\$	<u>27,017.95</u>

BUSINESS NAME: Professional Building Services, LLC

CITY AND STATE: Fargo, ND ZIP CODE: 58103

PHONE NUMBER: 701-235-7700 TOLL FREE: \_\_\_\_\_

FAX NUMBER: 701-235-3346 EMAIL: carol@probltdgservices.com

SIGNATURE OF CORPORATE OFFICER: 

## Qualifications and Experience of Professional Building Services

Professional Building Services (PBS) was founded in 1980 by Peter Xenides. Our company is built on the philosophy of providing top quality services at a reasonable price to businesses in the Fargo-Moorhead area. Our specialties are financial, medical and government buildings. We service many other financial and medical buildings that are larger in size than the buildings of the County. Each night we clean over 30 buildings and over 1,900,000 square feet.

PBS has been the provider of janitorial services for Cass County since 1987. We service the Courthouse, Annex, Law Enforcement Center and Jail. In addition to the daily, weekly and monthly cleaning tasks the refinishing of the tiles, carpet cleaning, window cleaning and pressure washing of the parking garage are included in the pricing of the contract. An all-inclusive contract helps ensure the cleanliness and maintains the county buildings.

A new responsibility given to us in 2019 was to provide security at the point of entry for our carpet crew. The RFP requests the cost for these services be added to the monthly contracted price which is a change in services from the current contract. Previously, we were directed to bill the county separately for this expense because it was a new service.

Our role is to maintain a clean, safe and healthy environment in the workplace for your employees and the public who use the buildings. We achieve this by having well trained individuals working in your buildings, equipment that is best suited for the cleaning tasks and selection of the right chemicals to keep the building in great condition.

Safety of our employees and our clients is of utmost importance to us. We have participated in the North Dakota Workforce Safety Programs since their inception in 1995. Attached in this proposal packet is our WSI Certificate of Insurance and our Certificates for successful completion of the Safety Programs we participate in. The past two years we have had zero accidents or near misses, which is an impressive record for a janitorial company.

We are selective in our hiring process. This helps with retention of our employees. Some of our staff at the county buildings have been with our company for over 15 years. All our employees are required to go participate in a training process that stresses the importance of safety, security and confidentiality while working. They are required to wear uniforms and their ID badges so they are easily identified by county staff.

Large facilities such as the county buildings are complex environments. It takes a lot of experience and expertise to make sure everything runs smoothly. Because most of our work is done after hours the occupants of the buildings don't see what it takes to maintain the cleanliness on a daily, weekly and monthly basis. Additionally, we handle the recruitment,



background checks, training, payroll, state and federal taxes, unemployment, work force safety premiums for those employees in addition to liability insurance should we damage property owned by the county.

Our janitorial services are focused on the needs of our clients. We operate our business on a proactive basis so when there are changes that need to be made you can rely on us to work with your staff to get the job done as quickly as possible. This is one of the attributes our clients appreciate the most from our company.

## Qualifications of Key Employees

### Peter Xenides – President/Owner

Peter formed Professional Building Services in 1980. He has extensive knowledge in all types of floor care, carpet care and general cleaning. He chose to focus on financial, medical and government buildings. Peter oversees all operations and is the main contact for clients.

### Carol Xenides – General Manager

Carol started with PBS in 1999. Prior to joining PBS she was in the food industry responsible for new product development and technical services with several food companies including General Nutrition and Cargill. Her scientific background and previous work with quality control has helped PBS evaluate new products and processes to make our services top notch. She handles the day-to-day details working with our clients and employees.

### Jason Worrel – Supervisor/Trainer

Jason started with PBS in 1994 cleaning offices while going to school at NDSU. An architect major he has a great eye for detail and understands buildings from the ground up. He is responsible for training new employees and quality inspections. He is great working employees and understands the needs of our clients.

### Rene Oien – Team Leader

Rene started with PBS in 2020. She has had many years in commercial cleaning working in government, schools and car dealerships. Rene is knowledgeable in general cleaning as well as floor scrubbers and the detail cleaning needed in buildings. Rene is our day person at the Courthouse and Annex, plus she works in the evenings in the buildings.

### Beatriz Castro – Office Manager

Beatriz started with PBS in 2021. She has a degree from MSUM and has had a wide variety of customer service work experience. She is also bilingual in Spanish. She is detail oriented and relates well to our employees and clients. She assists with our hiring, scheduling, payroll and other needs in our office.

#### Zach Kuhlman – Warehouse/Deliveries

Zach started with PBS in 2019. He manages our warehouse and daily deliveries to our clients. Zach brings supplies and equipment to the buildings. Zach is responsible for equipment repair.

#### Matt Sollid – Carpet Care Supervisor

Matt has worked for PBS since 2017 while he was in college. He's has held a wide variety of positions during his time with our company from office cleaning, warehouse, deliveries, office manager and is currently our carpet care supervisor. His previous work experience makes him the perfect choice to clean the carpets in your buildings.

#### Jared Curtis – Carpet Care Technician

Jared started working with PBS in 2020. Prior to joining PBS he worked at other businesses in Fargo doing commercial cleaning. He helps with both our carpet care and tile care teams. He also fills in when staff are gone at the Annex or Courthouse buildings.

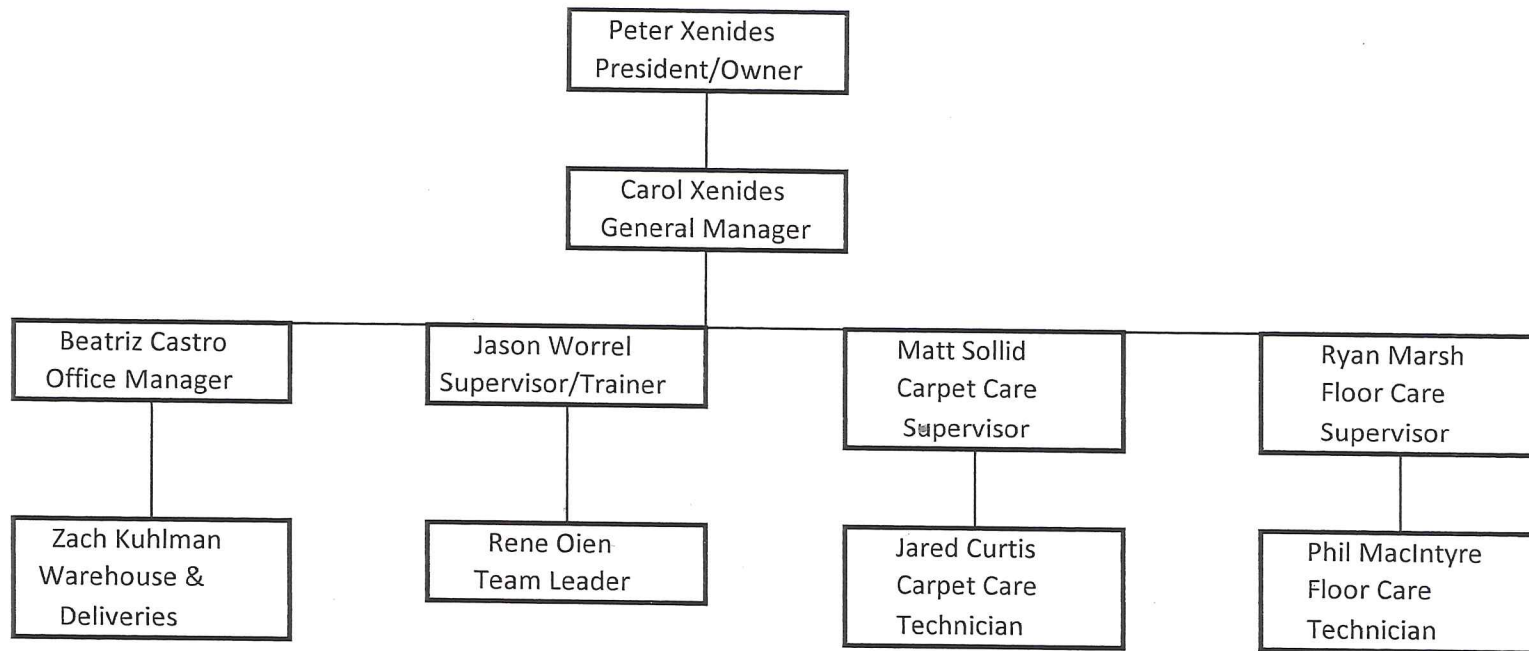
#### Ryan Marsh – Floor Care Supervisor

Ryan started working with PBS in 2008 while he was in college. He has held a variety of positions with our company from general cleaning, warehouse & deliveries to carpet and floor care.

#### Phil MacIntyre – Floor Care Technician

Phil started working with us in 2021. He has a degree in engineering and an eye for detail. He helps with both our floor care and carpet care teams. He also fills in when staff are gone at the Annex or Courthouse buildings.

## Organizational Chart for Professional Building Services



## Appendix B: Specifications

### Cass County Areas and Specifications

Specifications apply to following buildings; Cass County Courthouse, West Addition, Annex,  
Law Enforcement Center and Jail

General	Times/ Week	Times/ Month	Times/ Year	Other
Clean/Sanitize drinking fountain	5			
Clean breakroom sinks, counters and tables	5			
Empty waste baskets	5			
Spot clean walls, doors, etc.	5			
Sweep and mop floors	5			
Vacuum carpeting	5			
Dust desks, counters, phones	1			
Dust filing cabinets	1			
Dust tops and bottoms of cubicles	1			
Dust miscellaneous furniture	1			
Dust high areas		1		
Dust picture frames		1		
Dust air vents and grills			4	Jan, Apr, July, Oct

Restroom Cleaning and Sanitizing	Times/ Week	Times/ Month	Times/ Year	Other
Clean mirrors and bright work	5			
Clean and sanitize sinks, toilets and urinals	5			
Empty trash and sanitary dispensers	5			
Fill soap, toilet and towel dispensers	5			
Sweep and mop floors	5			
Spot clean walls & partitions (to 5 feet)	1			
Wash restroom walls and partitions		1		

Floor Maintenance	Times/ Week	Times/ Month	Times/ Year	Other
Spot clean carpets	5			
Scrub ceramic tile floors			4	Jan, Apr, July, Oct
Refinish tile floors			2	
Steam clean all carpets thoroughly			1	Security Needed
Steam clean high traffic carpet areas			1	Security Needed

<b>Window Cleaning</b>	<b>Times/ Week</b>	<b>Times/ Month</b>	<b>Times/ Year</b>	<b>Other</b>
Inside partition glass-spot clean	5			
Exterior glass-spot clean	5			
Entrance glass - spot clean	5			
Interior & exterior complete cleaning			1	
Skywalk Exterior/ Interior Window Cleaning			1	

<b>Special Cleaning</b>	<b>Times/ Week</b>	<b>Times/ Month</b>	<b>Times/ Year</b>	<b>Other</b>
Sweep Parking Garage			1	
Power Wash Parking Garage			1	

<b>Closing Instructions</b>	<b>Times/ Week</b>	<b>Times/ Month</b>	<b>Times/ Year</b>	<b>Other</b>
Arrange Furniture	5			
Clean Supply room	5			
Turn off all lights	5			
Check and lock doors	5			

## **ND DHS Administrative Procedures**

### **Securing System and Workspace Information 448-01-25-15-15**

#### **Controlling Access to Areas Containing Federal Tax Information (FTI)**

The director or designee shall maintain an authorized list of all personnel who have access to information system areas where these systems contain FTI. This shall not apply to those areas within the facility officially designated as publicly accessible.

Each agency shall control physical access to the information systems that display FTI information or where FTI is processed to prevent unauthorized individuals from observing the display output.

Each agency shall position information system components within the facility to minimize potential damage from physical and environmental hazards and to minimize the opportunity for unauthorized access.

- Whenever cleaning and maintenance personnel are working in restricted areas containing FTI, the cleaning and maintenance activities must be performed in the presence of an authorized employee if the area includes access to casefiles or computers where FTI is housed.
- Allowing an individual to "piggyback" or "tailgate" into a restricted locations should be prohibited and documented in agency policy. The agency must ensure that all individuals entering an area containing FTI do not bypass access controls or allow unauthorized entry of other individuals.
- Unauthorized access should be challenged by authorized individuals (e.g., those with access to FTI). Security personnel must be notified of unauthorized piggyback/tailgate attempts.

## **Safeguarding Federal Tax Information (FTI): Telework and Alternative Work Site Locations**

FTI remains subject to the same safeguard requirements and the highest level of attainable security in a telework or alternative work site location as required in a traditional work site location.

In addition to the traditional work site safeguard requirements, the following safeguard requirements are required.

- Access to FTI remotely requires:
  - Virtual Private Network (VPN) login to agency network
  - Multi-Factor Authentication (MFA) authentication to validate identity
- Use of personal computers, mobile devices, and associated electronics (printers, scanners, fax, etc.,) are prohibited unless:
  - Authorized by your supervisor.
  - The devices have a written security risk assessment completed by DHS IT, NDIIT or Human Service Zone authorized contractors.
  - The devices have been configured to comply with all IRS safeguard requirements.
  - All non-agency owned devices must be reported to the Office of Safeguards 45 days prior to usage unless remote access is through a virtual desktop infrastructure (VDI) environment
    - VPN login to agency network
    - MFA authentication to validate identity
    - VDI components segregated from personal components
- Computers, mobile devices, and associated electronics that receive, process, store or transmit FTI must contain the highest level of protection practical.
- Computers, mobile devices, and associated electronics must employ encryption mechanisms to ensure that FTI may not be accessed if the computer, mobile device, or associated electronics are lost or stolen.
- All computers, mobile devices and associated electronics must be listed with the appropriate office (state office, county office or Human Service Zone office) for inventory purposes and updated annually.



- Only agency-approved security access control devices and agency approved software will be used on computers, mobile devices, and associated electronics.
- All computers, mobile devices and associated electronics receiving, processing, or transmitting FTI must be kept in a secured area under the immediate protection and control of an authorized employee or locked up.
- **FTI must not be downloaded or stored** on any computer, mobile device or associated electronic device. If downloaded or stored, computers, mobile devices and associated electronic devices must have agency-approved security access control devices installed.
- **FTI must not be printed.** If printed, FTI must be protected by securing in a locked drawer or other secure container and access to work area must be restricted behind a locked door. All printed FTI must be destroyed by either burning or shredding.
  - Burning – material must be burned in a manner that produces enough heat to burn the entire document, leaving only ash.
  - Shredding - use cross cut shredders which produce particles that are 1 mm x 5 mm (0.04 in. x 0.2 in.) in size (or smaller). If shredding deviates from the above specifications, FTI must be safeguarded until it is rendered unreadable through additional means, such as burning.
- Access to computer, mobile device and associated electronic device operating system must be limited to DHS IT, NDIIT or Human Service Zone authorized contractors to prevent changes to device configuration.
- Computers, including laptop computers, and associated electronic devices must contain remote wipe and/or kill switch functionality to remove sensitive information. If a device cannot be remotely wiped, the device must be configured to purge all data automatically after 4 consecutive unsuccessful attempts are made to gain access.
- Mobile devices, excluding laptop computers, must:
  - Contain remote wipe and/or kill switch functionality to remove sensitive information. If a device cannot be remotely wiped, the device must be configured to purge all data automatically after 10 consecutive unsuccessful attempts are made to gain access.
  - Require encryption at rest.

- Wireless personal area networks must be disabled that allow connection to a computer via Bluetooth or near field communication (NFC) for data synchronization.
- Access to digital camera, global positioning system (GPS) and universal serial bus (USB) interface must be disabled to the extent possible.
- If computer, mobile device, and associated electronics are lost or stolen, staff must immediately report to their supervisor and DHS EA Central Office at (701) 327-2332 or send an email to the EA Assistant Director.
- Telework and Alternative Work Site locations must be inspected annually for compliance with IRS required safeguards.
- Telework and Alternative Work Site Wireless Network Connection:
  - Avoid using wireless network connections when possible.
  - If using a wireless network connection
    - Check encryption of router; turn on encryption if off. Encryption level must be of the same standard as Federal Information Processing Standards (FIPS)-validated or National Security Agency (NSA)-approved encryption.
    - Only access secure websites (i.e. those that begin with "https").
    - A wireless intrusion detection system must be employed.
    - Update login credentials on Wi-Fi router to increase complexity and uniqueness.
    - Update the complexity and uniqueness of passwords for all other devices not approved by DHS IT, NDIT or Human Service Zone authorized contractors that are connected to wireless network (Alexa, Google Home, e-readers, tablets, etc.).
      - Any internet connected device can be used as an access point to all other devices connected to the wireless network.
      - If possible, disconnect all other devices from the wireless network.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/23/2022

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> Bell Insurance PO Box 1470 Fargo ND 58107	<b>CONTACT NAME:</b> Janice Rode	
	<b>PHONE (A/C, No, Ext):</b> 701-297-1836	<b>FAX (A/C, No):</b> 701-239-0009
<b>E-MAIL ADDRESS:</b> jrode@bell.insurance		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Acuity, A Mutual Insurance Com		14184
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

<b>INSURED</b> Professional Building Services LLC P O Box 7365 Fargo ND 58106	PROFBUI-01
--	------------

**COVERAGES** **CERTIFICATE NUMBER:** 2123016308 **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
A	<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"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ZC1806	2/3/2022	2/3/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ZC1806	2/3/2022	2/3/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ZC1806	2/3/2022	2/3/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	ZC1806	2/3/2022	2/3/2023	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	ND Stop Gap			ZC1910	2/3/2022	2/3/2023	Each Accident 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER** **CANCELLATION**

Cass County Government 211 9th St S Fargo ND 58103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
13	AUTHORIZED REPRESENTATIVE 



North Dakota Workforce  
Safety & Insurance

Bryan Klipfel  
Director

Professional Building Services LTD  
PO Box 7365  
Fargo ND 58106-7365

July 6, 2021

**Account Information**      Employer account number: 900613  
Issue date: 07/02/2021  
Expiration date: 08/14/2022

### Certificate of Payment

**Reason For Notice**      Workforce Safety & Insurance (WSI) certifies Professional Building Services LTD has North Dakota workers' compensation coverage from 06/01/2021 to 05/31/2022. Employees of Professional Building Services LTD are entitled to apply for WSI benefits.

**Required Action**      Employers must post this Certificate of Payment in a conspicuous manner at the workplace. A penalty of \$250 may apply for failure to comply with this requirement. See North Dakota Century Code § 65-04-04.

**Additional Information**      Coverage under this certificate extends to employers for their North Dakota exposure. Limited coverage may be extended for temporary and/or incidental exposure outside of North Dakota.

WSI may revoke the Certificate of Payment for failure to make required premium payments.

**For More Information**      Contact customer service at 800-777-5033 or 701-328-3800 with questions.

Class	Classification Description
8747	Professional/Business Reps
8805	Clerical Office Employees
9007	Bldg Custodians - Janitorial

Sincerely,

Barry Schumacher  
Chief of Employer Services

PL5

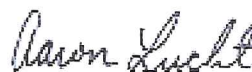
# Certificate of Completion

*This certificate is presented to*

**Professional Building Services LTD**

*for successfully completing the following:*  
**Safety Management Program (SMP)**

***Congratulations!*** June 2021– May 2021

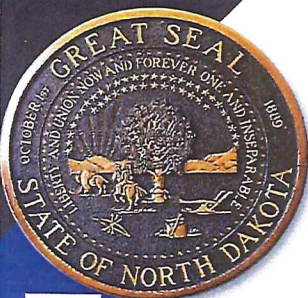


---

Aaron Lucht | WSI Safety Consultant

**WSI**

North Dakota Workforce  
Safety & Insurance



15

# Certificate of Completion

*This certificate is presented to*

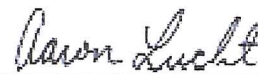
**Professional Building Services LTD**

*for successfully completing the following:*

## **Safety Action Menu (SAM) Program**

- ✓ **Drug Free Workplace Program**
- ✓ **Safety Lift Program**
- ✓ **Safety Committee Program**

***Congratulations!*** June 2020 – May 2021



---

Aaron Lucht | WSI Safety Consultant

**WSI**

North Dakota Workforce  
Safety & Insurance



16