

Memorandum

DATE: March 6, 2012

TO: City Council

THROUGH: City Manager Judie Zimomra

FROM: Public Works Director Gates Castle *BAC*

RE: Cleaning of the Beach Parks Restrooms and Community Park Restroom

RECOMMENDATION: Award a 2-year Beach Parks and Community Park Restrooms cleaning contract to RT Cleaning by Rimma Tyo, LLC in the amount of \$25,896.00/year and authorize the City Manager to execute the contract

The current contract for the cleaning of the 6 beach park restrooms and the Community Park restroom expires May 31, 2012. An advertisement for bids for the cleaning of these restrooms, along with the additional Lighthouse and Bowman's Beach restrooms was placed in the January 16, 2012 edition of the Ft. Myers News-Press.

The three bids received in response to the ad were opened and read aloud on February 16, 2012 in the presence of Tony Balog and Gates Castle from the City. As per the attached bid tabulation, RT Cleaning by Rimma Tyo, LLC submitted the low bid in the amount of \$25,896.00 per year. The contractor's price would hold throughout the two-year contract term unless an increase is approved by Council for the second year.

Staff recommends that City Council award a 2-year beach park restrooms and Community Park restroom cleaning contract to RT Cleaning by Rimma Tyo, LLC in the amount of \$25,896.00 per year and authorize the City Manager to execute the contract (copy attached). Funds are available in the Beach Parking Fund for cleaning the 8 beach parks restrooms, while funding for the Community Park restroom cleaning is in the Public Facilities budget. The Tourist Development Council reimburses the City for the cost of cleaning the beach parks restrooms.

C: Finance Director Sylvia Edwards
City Attorney Ken Cuyler

Bid Tabulation (1:30pm)
Cleaning 8 Public Restrooms
February 16, 2012

RT Cleaning 14763 Calusa Palms Sr Unit 102 Fort Myers, Fl 33919	\$25,896.00
Performance Cleaning Group 7402 N. 56 th St. Suite 840 Tampa, Fl 33617	\$34,164.00
Boro Building and Property Maintenance Int. 6321 Porter Road Suite 5 Sarasota, Fl 34240	\$58,317.84

CONTRACT

THIS CONTRACT, made this ____ day of _____, 2012, by and between the City of Sanibel, a Florida municipal corporation, (hereinafter called the "City") and JT Bay, LLC, d/b/a Performance Cleaning Group, (hereinafter called "Contractor").

In consideration of the covenants, payments and agreements hereinafter set forth, agreed by the parties to be sufficient consideration, City and Contractor hereby agree as follows:

1. Contractor shall provide cleaning and maintenance services at Sanibel City Hall (18,000 square foot facility), 800 Dunlop Road, Sanibel, Florida.
2. The City will provide all paper goods necessary for such cleaning and maintenance services. The Contractor will furnish all chemicals and equipment needed to perform the duties as outlined in the "Cleaning Specifications", a copy of which is attached hereto as Exhibit "A".
3. The Contractor agrees to perform all of the work described in the attached Cleaning Specifications and the Contract Documents for the total sum of \$12,025.00 per year, said amount being the annual price as listed on the Contractor's bid proposal form as submitted for this project.
4. The term "Contract Documents" means and includes the following documents, all of which together with this Contract Document shall constitute the Contract between the parties:
 - A. Invitation for Bids
 - B. Bidder Acknowledgement
 - C. Cleaning Specifications
 - D. General Conditions for Bid

In the event of any conflict between the terms or provisions of this Contract Document and any other document listed above, the terms and provisions of this Contract Document shall prevail.

5. The City shall pay Contractor for such cleaning and maintenance services in the manner and at such times as set forth in the General Conditions for Bid.
6. The term of this Agreement shall be from June 1, 2012 to May 31, 2014. By April 1, 2013, Contractor will make any requests for cost increases for the second year of this Contract, provided however, any such increase must be approved by the City Council or City Manager, at the sole discretion of the City, and in the event such cost increase is not approved, the second year of the contract term shall remain at the sum set forth in Paragraph 4 above.
7. Contractor shall obtain, have and maintain during the entire period of this Agreement, at least the following insurance coverage:

- A. Worker's Compensation Insurance meeting the statutory requirements for all employees engaged by Contractor for any services pursuant to this Contract.
- B. General Commercial Liability with minimum primary limits no less than \$100,000 each occurrence and \$1,000,000 combined single limits or its equivalent.
- C. Minimum \$25,000 Service Bond

8. City shall be provided Certificates of Insurance prior to Contractor's commencement of any services or operations pursuant to the terms of this Contract as verification of such insurance coverage. The insurance shall contain a provision which prohibits any changes or material alterations in the coverage unless the City is provided at least ten (10) days prior written notice, in writing, to the attention of Sanibel City Manager, 800 Dunlop Road, Sanibel, Florida, 33957. Further, the City shall be added as an additional insured for purposes of all insurance coverage.

9. Contractor agrees that the personnel retained and employed by Contractor to perform the services set forth in this Contract shall be employees of Performance Cleaning Group at all times and that all such employees shall be covered by the Worker's Compensation Insurance noted above.

10. Contractor hereby agrees to indemnify and hold City, City's officials, agents and employees harmless from and against any and all legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages or expenses are in any way caused by the Contractor's negligent acts, errors, or omissions arising out of Contractor's performance of, or in any way connected with, Contractor's services as set forth in this Contract. Upon completion of all services, obligations, and duties provided for in this Contract, or if this Contract is terminated for any reason, the terms and conditions of this section shall survive. The first \$10.00 paid under the terms of this Contract shall constitute consideration for the indemnity and hold harmless provision, such consideration acknowledged by Contractor to be sufficient.

11. This Contract can be terminated by either party, with or without cause, upon 60 days prior written notice to the other party.

12. This Contract may be terminated by City in the event of a material breach by Contractor which Contractor fails to cure or remedy after five (5) days prior written notice by City.

13. This Agreement may not be assigned by Contractor to any other party without the prior written consent of City, such consent to be at the sole discretion of City.

EXHIBIT A

Cleaning Specifications Sanibel City Hall (18,000 Square Foot Facility)

All sections are to be cleaned 3 days a week (Monday, Wednesday and Friday).

1. Monday-Wednesday-Friday cleaning/servicing:
 - a. Empty all wastebaskets, trash cans and ashtrays
 - b. Vacuum all carpeted areas
 - c. Clean all non-carpeted floors – Sweep and wet mop
 - d. Clean all restrooms – toilets, urinals, lavatories, mirrors, mop floors, wash walls and partitions.
 - e. Restock all dispensers
 - f. Lunchroom – sink and countertops

2. Weekly cleaning:
 - a. Clean all exposed countertops, tables and desk tops
 - b. Wipe dirt off walls and doors
 - c. Clean showers
 - d. Sweep and clean elevator
 - e. Clean front counter glass in Finance

3. Monthly cleaning:
 - a. Dust all ceiling fans and ceiling areas
 - b. Dust all baseboards, door frames and top of doors
 - c. Dust all blinds and window sills
 - d. Wash all reachable windows inside and out.
 - e. Clean bugs from light fixtures and windows
 - f. Wipe down all handrails
 - g. On non-carpeted floors, use a cleaner per manufactures recommendations

4. The City of Sanibel will provide all paper goods necessary for the operations of Sanibel City Hall. All chemicals/equipment needed to perform the above listed duties shall be the responsibility of the contractor