

Memorandum

DATE: May 6, 2014
TO: City Council
THROUGH: City Manager Judie Zimomra
FROM: Public Works Director Keith Williams
RE: Cleaning of the Beach Parks Restrooms, Community Park Restroom and City Hall Facility

RECOMMENDATION: Award a 3-year Beach Parks Restrooms, Community Park Restrooms and City Hall Facility cleaning contract (with option for 2-year extension) to SWFL Crystal Clean, LLC in the amount of \$56,832/year for year 1 and 2 and \$58,980 for year 3 and authorize the City Manager to execute the contract.

The current contract for the cleaning of the 7 beach park restrooms and the Community Park restroom expires May 31, 2014. A request for proposals for the cleaning of these restrooms, along with the City Hall Facility was placed in the February 3, 2014 edition of the Ft. Myers News-Press.

A total of six proposals were received in response to the ad by the advertised closing date of March 6, 2014. A selection committee, consisting of the Public Works Director, Deputy Public Works Director and Beach Parks Manager, was established to review the six proposals which were submitted in response to the request. Based upon the written submittals, including qualifications and cost proposal, the selection committee ranked SWFL Crystal Clean, LLC as the top ranked firm.

Staff recommends that City Council award a 3-year (with option for 2-year extension) beach park restrooms, Community Park restroom and City Hall Facility cleaning contract to SWFL Crystal Clean, LLC in the amount of \$56,832 per year for year 1 and 2 and \$58,980 for year 3 and authorize the City Manager to execute the contract (copy attached). Funds are available in the Beach Parking Fund for cleaning the beach parks restrooms, while funding for the Community Park restroom and City Hall 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

CONTRACT

THIS CONTRACT, made this ____ day of _____, 2014, by and between the City of Sanibel, a Florida municipal corporation, (hereinafter called the "City") and SWFL Crystal Clean, LLC, (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 for the following nine (9) public restroom facilities: Boat Ramp, Gulfside City Park, Tarpon Bay, Lighthouse (2), Bowman's Beach (2), Turner Beach, and the City's Community Park. Contractor shall also 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 and chemicals necessary for such cleaning and maintenance services. The Contractor will furnish all 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 \$56,832 per year for year one and two and \$58,980 for year three, said amount being the yearly 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. Request for Proposals
- B. Section I – Information & Instructions
- C. Section II – Scope of Work
- D. Section III – Cost Proposal

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, 2014 to May 31, 2017. This contract may be renewed for two additional years after concurrence of both parties on any negotiated changes to the terms and specifications contained in this agreement. By April 1, 2017, Contractor will make any requests for cost increases for the fourth and fifth 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.

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. Comprehensive Automobile Liability Insurance for all owned and non-owned vehicles which shall be used or involved in any way for the services of Contractor pursuant to this Contract, such insurance limits at a minimum of \$25,000 per person and \$50,000 bodily injury each accident.
 - D. Minimum \$25,000 Service Bond for City Hall work.
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 SWFL Crystal Clean 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.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials.

ATTEST: CITY OF SANIBEL

Pamela Smith, City Clerk

BY: _____
Judith A. Zimomra,
City Manager

Witness #1 Signature

Witness #1 Printed Name

SWFL Crystal Clean, LLC

Witness #2 Signature

BY: _____
David C. Harting, Owner/Manager

Witness #2 Printed Name

EMAIL ADDRESS:

APPROVED AS TO FORM: *Kenneth B. Cuyler* 4/29/14
Kenneth B. Cuyler, City Attorney Date

Sylvia A. Edwards
APPROVED FINANCIAL SUFFICIENCY
Sylvia A. Edwards, Finance Director

EXHIBIT A

SECTION II

SCOPE OF WORK

2.0 PURPOSE:

City of Sanibel, Public Works Department is requesting proposals from vendors interested in providing janitorial services for the restrooms located at The Boat Ramp, Lighthouse Beach Park, Gulfside City Park, Tarpon Bay Road Beach Park, Bowman's Beach Park, Turner Beach Park, The Community Park and City Hall Complex. Actual cleaning times for the restroom facilities will be worked out between the awarded vendor and the Public Works Department contacts. Primary deep cleaning will be done at night. (Time to be determined)

2.1 SCOPE OF SERVICES:

A. JANITORIAL SERVICES FOR EIGHT (8) PUBLIC BEACH PARK RESTROOMS AND THE COMMUNITY PARK RESTROOM:

The selected firm will be expected to provide janitorial services to include a minimum of Two (2) times per day, Three (3) times per day during peak use or as requested by the City. The final cleaning each day will be carried out to the Deep Cleaning Specifications. All other cleanings will be carried out to the Standard Cleaning Specifications.

1. The first and / or second cleaning is a standard cleaning which is to be done between the hours of **10:00 AM to 1:00PM** with the exception of Lighthouse Beach Park (Bay Side) and Turner Beach Park, which may be cleaned beginning at 9:00AM. (Schedules may change during peak use as requested by the City)
2. The final cleaning each day for each restroom shall be carried out to the Deep Cleaning Specifications and shall not be done prior to **5:00PM** unless otherwise requested by the City.

****Note:** Since the project involves Parks facilities which will be open year round, the vendor must provide personnel year round. Vendor's employees must work seven days per week, 365 days per year. There will be NO additional compensation / overtime or any remuneration to the awarded vendor or their employees when working on holidays.

B. STANDARD CLEANING SPECIFICATIONS:

- a. Wipe down all fixtures such as mirrors, soap dispensers, hand dryers, sinks, toilets, urinals, wall partitions, baby changing stations, etc...with a wet or dry rag as needed. (Do NOT use any cleaning chemicals such as bleach, etc.. that will stain, discolor or cause damage to peoples clothing)
- b. Sweep the floors in the restrooms of all sand and debris into a dustpan and dispose of in the waste basket in the facility. (NOT to be swept out the holes around the perimeter of the floor to the outside of the restrooms.)
- c. Check all dispensers such as toilet paper, hand soap and paper towels and replenish if needed to get throughout the rest of the day. (Do not throw partial rolls of toilet paper out. Leave the partial rolls on the top of the dispensers)

C. DEEP CLEANING SPECIFICATIONS:

- a. Clean all fixtures such as mirrors, soap dispensers, hand dryers, wash basins, toilets, urinals, wall partitions, trash containers, plumbing fixtures, etc... with detergent / disinfectant to keep free of any stains, scale and residue.
- b. Wipe down walls, light switches, baby changing stations, doors and louvered openings with detergent / disinfectant to remove any stains, scale and residue including the removal of spider webs, mud dauber nests, etc...
- c. Re-stock all dispensers such as toilet paper, hand soap and paper towels.
- d. Sweep / Vacuum the floors in the restrooms of all sand and debris into a dustpan and dispose of in the trash container in the restroom facility. (Sand and debris is NOT to be swept out the holes around the perimeter of the floor to the outside.)
- e. Mop all floors with detergent / disinfectant to keep floors free of stains, scale or residue.
- f. Empty all trash containers and insert new liners. (All trash bags to be disposed of in dumpsters located at Tarpon Bay Beach Park, Algiers Beach Park or the Lighthouse Beach Park. Do NOT dispose of restroom garbage in the trash cans located throughout the beach parks.)

2.2 BACKGROUND: (see attached map for locations)

- A. The Boat Ramp, 888 Sextant Drive
(Located off Sextant Drive – first left when entering the Island)
- B. Lighthouse Beach Park, 112 Periwinkle Way
(Located off the East end of Periwinkle Way – East end of Island)
****Two restroom facilities located at this beach park – One existing (Bayside) and One future (Gulfside) to be constructed in the summer of 2014**
- C. Gulfside City Park, 2001 Algiers Lane
(Located off Casa Ybel Road – Midsection of Island)
- D. Tarpon Bay Road Beach Park, 111 Tarpon Bay Road
(Located off the South end of Tarpon Bay Road – Midsection of Island)
- E. Bowman's Beach Park, 1700 Bowmans Beach Road
(Located off the end of Bowmans Beach Road – West End of Island)
****Two restroom facilities located at this beach park – One being the FAMILY Restroom**
- F. Turner Beach Park, 17200 Sanibel-Captiva Road
(Located off Sanibel Captiva-Road on Captiva, first left across bridge from Sanibel – West end of Island)
- G. Community Park, 2221 Periwinkle Way
(Located off the West end of Periwinkle Way – Midsection of Island)

2.3 SCOPE OF SERVICES:

A. JANITORIAL SERVICES FOR CITY HALL COMPLEX:

The selected firm will be expected to provide janitorial services to include a minimum of Three (3) days per **week** or as requested by the City.

1. Each cleaning / servicing:
 - a. Empty all waste baskets, trash containers and ashtrays
 - b. Vacuum all carpeted areas
 - c. Clean all non-carpeted floors – sweep and wet mop
 - d. Clean all restrooms with detergent / disinfectant – toilets, urinals, lavatories, mirrors, mop floors, wash walls and partitions.
 - e. Re-stock all dispensers
 - f. Lunchroom – clean sink, stove, microwave, cabinets and countertops
2. Weekly Cleaning:
 - a. Clean all exposed countertops, tables, and desktops

- b. Wipe dirt off walls and doors
- c. Clean showers
- d. Sweep and clean elevator
- e. Clean front countertop in Finance Department
- f. Clean with detergent / disinfectant all wood railings / handrails (White Steel and Painted Wood)

3. Monthly Cleaning:

- a. Dust all ceiling fans and ceiling areas
- b. Dust all baseboards, door frames and tops of doors
- c. Dust all blinds and clean window sills
- d. Wash all reachable windows inside and out
- e. Clean bugs from light fixtures and windows
- f. On non-carpeted floors, use a cleaner per manufactures recommendations

2.4 BACKGROUND: (see attached map for locations)

- A. City Hall Complex – 800 Dunlop Road (18,000 square foot facility)
(Located off Dunlop Road – just past the Public Works Department on the right)