

10. **CONSENT AGENDA**

- f. Allow Barlow of Naples to withdraw their bid, award a 2-year beach parks restrooms and Community Park restroom cleaning contract to RT Cleaning by Rimma Tyo in the amount of \$26,200 per year and authorize the City Manager to execute same

Memorandum

DATE: March 16, 2010

TO: City Council

THROUGH: City Manager Judie Zimomra

FROM: Public Works Director Gates Castle *AJC*

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

RECOMMENDATION: Allow Barlow of Naples to withdraw their bid, award a 2-year beach parks restrooms and Community Park restroom cleaning contract to RT Cleaning by Rimma Tyo in the amount of \$26,200 per year and authorize the City Manager to execute the contract.

The current contract for the cleaning of the 5 beach park restrooms and the Chamber of Commerce restroom expires May 31, 2010. The cleaning of these restrooms, along with the Community Park restroom was advertised for bids. In response to the advertisement placed in the January 25, 2010 edition of the Ft. Myers News-Press, eight companies submitted bids.

As per the attached bid tabulation, Barlow of Naples submitted the low bid in the amount of \$14,160 per year. Barlow has requested that they be allowed to withdraw their bid which was intended for the City Hall cleaning, not the beach parks. The second lowest bid was submitted by RT Cleaning by Rimma Tyo in the amount of \$26,200. RT's bid is approximately 25% lower than the current contract rate. In order to avoid the expense of the annual bidding process, a 2-year contract is being proposed. 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 in the amount of \$26,200 per year and authorize the City Manager to execute the contract (copy attached). Funds are available in the Beach Parking Fund for the 5 beach parks restrooms and the Chamber of Commerce restroom cleaning, 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 and the Chamber of Commerce restroom.

C: Finance Director Sylvia Edwards  
City Attorney Ken Cuyler

BID OPENING - 1:30 pm  
Cleaning 6 Public Beach and Community Park Restrooms  
February 25, 2010

<b>Company</b>	<b>Bid Price</b>
American Facilities Services	\$67,932.00
Service Master Green	\$45,702.00
USSI	\$40,800.00
Alba Cleaning	\$34,200.00
Jan Pro	\$31,140.00
Miracle Janitorial Service	\$27,600.00
RT Cleaning	\$26,200.00
Barlow of Naples	\$14,160.00

## CONTRACT

THIS CONTRACT, made this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the City of Sanibel, a Florida municipal corporation, (hereinafter called the "City") and Rimma Tyo, sole proprietor (d/b/a RT Cleaning by Rimma Tyo) (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 seven (7) public restroom facilities: Gulfside City Park, Tarpon Bay, Chamber of Commerce, Lighthouse, Bowman's Beach, Turner Beach, and the City's Community Park.
  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 \$26,200 per year, 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. 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, 2010 to May 31, 2012. By April 1, 2011, Contractor will make any requests for cost increases for the second year of this Contract.
  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.

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 RT Cleaning by Rimma Tyo 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

RIMMA TYO

\_\_\_\_\_  
Witness #1 Printed Name

BY: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Signature

Rimma Tyo

\_\_\_\_\_  
Witness #2 Printed Name

APPROVED AS TO FORM:

*Kenneth B. Cuyler*  
Kenneth B. Cuyler, City Attorney

3/10/10  
Date

## EXHIBIT A

### Cleaning Specifications (6) Public Restrooms and (1) Community Park Restroom

The City of Sanibel is seeking bids to clean its 6 public beach restrooms and a separate bid to clean its Community Park Restroom. The contract will be on an annual basis, with cleanings 2 to 3 times a day, 7 days a week, 365 days a year.

1. Cleaning of the following public restrooms (2-3 times daily):
  - a. Gulfside City Park
  - b. Tarpon Bay
  - c. Chamber of Commerce or Boat Ramp (when completed)
  - d. Lighthouse
  - e. Bowman's Beach
  - f. Turner Beach
2. Cleaning to consist of the following:
  - a. All floors and removal of cobwebs on ceiling and walls
  - b. All toilets/urinals/lavatories/light fixtures/windows/mirrors.
  - c. Restocking of dispensers
  - d. Wipe down all partitions and doors
  - e. Remove trash from perimeter of restrooms
  - f. Monthly pressure cleaning of facility inside and outside
  - g. Weekly removal of bugs from light fixtures
3. The City of Sanibel will provide all paper goods necessary. All chemicals/equipment needed to perform the above listed duties shall be the responsibility of the contractor.
4. Bid submitted shall be on an annual cost basis.
5. Contractor/City of Sanibel shall enter into Contractual Service Agreement upon acceptance of bid submitted
6. Contractual Agreement shall contain 60 day termination notice
7. All questions concerning cleaning specification should be referred to Public Works Director Gates Castle at 472-6397