

TAB 9

POINT PAPER

CITY HALL & PUBLIC WORKS JANITORIAL SERVICES CONTRACT ACCEPTANCE OCTOBER 20, 2008

ISSUE:

The current agreement for the City of Palmetto's janitorial services is up for renewal. The City has decided to continue outsourcing these services and will need the approval of City Commission and Mayor to execute a new contract.

BACKGROUND:

By means of its option to renew for up to three years, the City has been with Coverall Cleaning Concepts; services have been satisfactory. Using the existing scope of work, the Purchasing Department has now obtained quotes for a new contract.

In accord with the purchasing ordinance, the Purchasing Department requested Informal Competitive Quotes; two companies sent in comparable responses to the request. Both companies use local franchises to perform their services. The advantage to their using franchises is that, if at any time we are dissatisfied with the services, we can have them send another franchise in to do the work under the one contract.

Coverall Cleaning Concepts quoted a total of \$1,210.11 per month; City Hall would be \$564.17 and Public Works would be \$645.94.

Jan-Pro Cleaning Systems quoted \$1,656.00 per month: City Hall would be \$736.00 and Public Works would be \$920.00.

ALTERNATIVE:

1. Authorize the Mayor to execute a new 12-month contract with Coverall Cleaning Concepts, with the option to extend an annual contract for two additional one-year periods, adhering to the original terms and conditions and contingent upon approval of both the City and the vendor.
2. Authorize the Mayor to execute a new 12-month contract with Jan-Pro Cleaning Systems.

RECOMMENDATION:

Staff recommends Alternative #1 authorize the Mayor to execute a new 12-month contract with Coverall Cleaning Concepts, with the option to extend an annual contract for two additional one-year periods, adhering to the original terms and conditions and contingent upon approval of both the City and the vendor.

BUDGET IMPACT:

Annual cost of \$6,770.00 will be charged to 001 512 3116 and \$7,751.00 will be charged to Account #001 540 3116, included in fiscal year 2009 budget.



Cleaning Contract

The Undersigned <<City Of Palmetto (City Hall)>> ("CUSTOMER") hereby accepts the proposal of Coverall North America, Inc. d/b/a Coverall Cleaning Concepts ("COVERALL"), and the parties agree that COVERALL will supply Janitorial Services for CUSTOMER's premises located at:

- 516 8th. Av. West
- Palmetto, FL 34220

upon the following terms:

1. COVERALL's service charge will be \$ **564.17 plus applicable tax** per month, to include **5 times per week** service. *Initial* _____
 \$ _____ plus applicable tax per month, to include _____ times per week service. *Initial* _____
 The Janitorial Services are to be performed in the evening, unless otherwise agreed to by the parties.
2. CUSTOMER acknowledges that COVERALL will delegate all Janitorial Services to be performed hereunder to a COVERALL franchisee and/or subcontractor.
3. Included in the service charge will be service, cleaning supplies, and any equipment which will be furnished by the COVERALL franchisee. The service charge does not include liners, paper supplies, and toiletries, which can be provided at CUSTOMER's expense, at competitive prices. The service charge also does not include any use tax, tax on sales, services or supplies, or other such tax, which taxes shall be paid by CUSTOMER. CUSTOMER agrees to reimburse COVERALL the amount of any such taxes if paid by COVERALL on CUSTOMER's behalf.
4. All Janitorial Services specified in the "Work Schedule" attachment of this proposal will be provided to CUSTOMER in a satisfactory manner.
5. All COVERALL franchisees have successfully completed COVERALL's comprehensive training program and are required to carry insurance and a janitorial bond.
6. Additional services, not included in COVERALL's service charge, to be performed upon request, priced per occurrence, at CUSTOMER's expense, include:

Area and Square Footage

a. Strip & Wax Floors	\$	NA	
<hr/>		<hr/>	
b. Scrub & Recoat Floors	\$	NA	
<hr/>		<hr/>	
c. Burnish Floors	\$	NA	
<hr/>		<hr/>	
d. Hot Water Extract Carpets	\$	NA	
<hr/>		<hr/>	
e. Window Washing	\$	NA	
<hr/>		<hr/>	
f. Initial Cleaning	\$	to include	_____
<hr/>		<hr/>	
g. Other	\$	NA	
<hr/>		<hr/>	

Additional services accepted by: _____

Signature

7. (a) The term of this Contract is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This contract shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

initial/initial

(b) **Termination/Notice:** If a party to this Contract fails to perform according to its obligations (the non-performing party"), the party claiming non- performance shall send the non-performing party written notice by certified mail, specifying the manner of non-performance. This notice will provide that the non-performing party will have fifteen (15) days from receipt of the notice to cure or correct the items of non-performance. If these items have not been corrected or cured within this fifteen (15) day period, the claiming party may issue a thirty (30) day written notice of termination and/or pursue other available remedies for default.

(c) Notwithstanding the above, COVERALL may, but shall not be obligated to, terminate this Contract immediately for non-payment by CUSTOMER for cleaning charges due hereunder.

- 8. The service charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise COVERALL accordingly, and an adjustment in the service charge, as agreed to by the parties, will be made.
- 9. CUSTOMER agrees that it will not employ or contract with any COVERALL employee, franchisee, or any of the franchisee's employees during the term of this contract or for one hundred and eighty (180) days after termination of this contract, without COVERALL's written consent.
- 10. COVERALL will bill CUSTOMER monthly, and CUSTOMER agrees to pay COVERALL the amount that is due and owing under the terms of this contract within 10 days of billing date. Late payments will incur service and finance charges. In the event of default on payment, CUSTOMER agrees to pay COVERALL's attorney's fees and costs for collection.
- 11. Services shall be performed as scheduled with the exception of the following six (6) legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. However, service can be provided on these holidays at an additional cost if required. Services shall be scheduled during the hours approved or directed by manager/owner.
Monday Tuesday Wednesday Thursday Friday Saturday Sunday
(Days of the week on which service is to be provided)
- 12. If there is an "Additional Special Services" Addendum attached to this Contract, and if CUSTOMER cancels any periodic special services described therein for which a prorated monthly charge is included in CUSTOMER's total monthly service charge, any amount owing by CUSTOMER for special services performed prior to the cancellation shall be payable in full no later than five (5) days after the cancellation.
- 13. The undersigned warrant and represent that they have full authority to enter into this Contract, and that it will be binding upon the parties and their respective successors and assigns.
- 14. This Contract and attached exhibits constitute the complete agreement of the parties concerning the provision of cleaning services to the CUSTOMER, and supersedes all other prior or contemporaneous agreements between the parties, whether written or oral, on the same subject. No waiver or modification of this Contract shall be valid unless in writing and executed by COVERALL and CUSTOMER. Additionally, in no event shall the terms and conditions of any purchase order or other form subsequently submitted by CUSTOMER to COVERALL becomes a part of this Contract, and COVERALL shall not be bound by any such terms and conditions.

CUSTOMER

COVERALL CLEANING CONCEPTS

Signature •

<<Gustavo Ortiz>>, Field Consultant •

Print Name and Title •

<<Coverall of Ft. Myers>> •

<<City Of Palmetto (City Hall)>> •

_Sep 27, 2008_____ Date •

E-mail Address •

_Oct 01, 2008_____ Service Start Date •

Date •

Please fax signed contract to <<239-768-2011>>

Coverall Cleaning Concepts Cleaning Contract – Revised 02-28-07



Cleaning Contract

The Undersigned <<City Of Palmetto (Public Works)>> ("CUSTOMER") hereby accepts the proposal of Coverall North America, Inc. d/b/a Coverall Cleaning Concepts ("COVERALL"), and the parties agree that COVERALL will supply Janitorial Services for CUSTOMER's premises located at:

- 600 17th. Street West
- Palmetto, FL 34221

upon the following terms:

1. COVERALL's service charge will be **\$ 645.94 plus applicable tax** per month, to include **5 times per week** service. *Initial* _____
\$ plus applicable tax per month, to include **times per week** service. *Initial* _____
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3. Included in the service charge will be service, cleaning supplies, and any equipment which will be furnished by the COVERALL franchisee. The service charge does not include liners, paper supplies, and toiletries, which can be provided at CUSTOMER's expense, at competitive prices. The service charge also does not include any use tax, tax on sales, services or supplies, or other such tax, which taxes shall be paid by CUSTOMER. CUSTOMER agrees to reimburse COVERALL the amount of any such taxes if paid by COVERALL on CUSTOMER's behalf.
4. All Janitorial Services specified in the "Work Schedule" attachment of this proposal will be provided to CUSTOMER in a satisfactory manner.
5. All COVERALL franchisees have successfully completed COVERALL's comprehensive training program and are required to carry insurance and a janitorial bond.
6. Additional services, not included in COVERALL's service charge, to be performed upon request, priced per occurrence, at CUSTOMER's expense, include:

	\$	Area and Square Footage
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g. Other	\$	NA

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<<Gustavo Ortiz>>, Field Consultant •

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_Sep 27, 2008_____ Date •

E-mail Address •

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Coverall Cleaning Concepts®