

TAB 3

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.



Healthy Cleaning Down to a Science™ **Service Agreement**

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:

- COVERALL's service charge will be

\$564.17 Plus applicable tax per month, to include 5 time(s) per week service. Initial _____

\$ N/A Plus applicable tax per month, to include _____ time(s) per week/month service. Initial _____

The Janitorial Services are to be performed in the evening, unless otherwise agreed to by the parties.

- CUSTOMER acknowledges that COVERALL will delegate all Janitorial Services to be performed hereunder to a COVERALL franchisee and/or subcontractor.
- 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.
- All Janitorial Services specified in the "Work Schedule" attachment of this proposal will be provided to CUSTOMER in a satisfactory manner.
- All COVERALL franchisees have successfully completed COVERALL's comprehensive training program and are required to carry insurance and a janitorial bond.
- 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	\$	_____	_____
b. Scrub & Recoat Floors	\$	_____	_____
c. Burnish Floors	\$	_____	_____
d. Hot Water Extract Carpets	\$	_____	_____
e. Window Washing	\$	_____	_____
f. Initial Cleaning	\$	_____	to include _____
g. Other	\$	_____	_____

Additional services accepted by: _____
Signature

- (a) The term of this service agreement is for one (1) year commencing on November 1, 2008. The Agreement may be renewed for additional one (1) year terms upon written agreement by both parties.

(b) **Termination/Notice:** If a party to this service agreement 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 (1) COVERALL may, but shall not be obligated to, terminate this service agreement immediately for non-payment by CUSTOMER for cleaning charges due hereunder; (2) CUSTOMER may, but shall not be obligated to terminate this service agreement immediately if COVERALL fails to perform on two or more calendar days as required herein.

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.

- 8. 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 service agreement or for one hundred and eighty (180) days after termination of this service agreement, without COVERALL's written consent.
- 9. COVERALL will bill CUSTOMER monthly, and CUSTOMER agrees to pay COVERALL the amount that is due and owing under the terms of this service agreement 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.
- 10. 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)

- 11. If there is an "Additional Special Services" Addendum attached to this Service Agreement, 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.
- 12. The undersigned warrant and represent that they have full authority to enter into this service agreement, and that it will be binding upon the parties and their respective successors and assigns.
- 13. This Service Agreement 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 service agreement 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 Service Agreement, and COVERALL shall not be bound by any such terms and conditions.

CUSTOMER

COVERALL NORTH AMERICA, INC.

Signature and Date •

<<Gustavo Ortiz>>, Field Consultant (Signature & Date)

Print Name and Title •

<<Coverall of Ft. Myers>> •

E-mail Address •

Nov 01, 2008
Service Start Date •

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

Coverall Cleaning Concepts Service Agreement – Revised 01/18/08



Healthy Cleaning Down to a Science™ **Service Agreement**

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:

- COVERALL's service charge will be

\$654.94 Plus applicable tax per month, to include 5 time(s) per week service. Initial _____

\$ N/A Plus applicable tax per month, to include _____ time(s) per week/month service. Initial _____

The Janitorial Services are to be performed in the evening, unless otherwise agreed to by the parties.

- CUSTOMER acknowledges that COVERALL will delegate all Janitorial Services to be performed hereunder to a COVERALL franchisee and/or subcontractor.
- 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.
- All Janitorial Services specified in the "Work Schedule" attachment of this proposal will be provided to CUSTOMER in a satisfactory manner.
- All COVERALL franchisees have successfully completed COVERALL's comprehensive training program and are required to carry insurance and a janitorial bond.
- 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	\$	_____	_____
b. Scrub & Recoat Floors	\$	_____	_____
c. Burnish Floors	\$	_____	_____
d. Hot Water Extract Carpets	\$	_____	_____
e. Window Washing	\$	_____	_____
f. Initial Cleaning	\$	_____	to include _____
g. Other	\$	_____	_____

Additional services accepted by: _____
Signature

- (a) The term of this service agreement is for one (1) year commencing on November 1, 2008. The Agreement may be renewed for additional one (1) year terms upon written agreement by both parties.

(b) **Termination/Notice:** If a party to this service agreement 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 (1) COVERALL may, but shall not be obligated to, terminate this service agreement immediately for non-payment by CUSTOMER for cleaning charges due hereunder; (2) CUSTOMER may, but shall not be obligated to terminate this service agreement immediately if COVERALL fails to perform on two or more calendar days as required herein.

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 service agreement or for one hundred and eighty (180) days after termination of this service agreement, 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 service agreement 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 Service Agreement, 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 service agreement, and that it will be binding upon the parties and their respective successors and assigns.
14. This Service Agreement 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 service agreement 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 Service Agreement, and COVERALL shall not be bound by any such terms and conditions.

CUSTOMER

COVERALL NORTH AMERICA, INC.

Signature and Date •

<<Gustavo Ortiz>>, Field Consultant (Signature & Date)

Print Name and Title •

<<Coverall of Ft. Myers>> •

E-mail Address •

Nov 01, 2008
Service Start Date •

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

Coverall Cleaning Concepts Service Agreement – Revised 01/18/08

COVERALL CLEANING CONCEPTS' work schedule:

<u>Category/Service</u>	<u>How often?</u>
GENERAL CLEANING OFFICES, ENTRANCES, RECEPTION AREAS, HALLWAYS, CONFERENCE ROOMS	
Dust and clean using disinfecting all purpose spray and glass cleaner on all fixtures and office furniture including file cabinets, desks, credenzas, counter tops, display units and window ledges.	<u>5</u> times week
Spot clean doors, frames, walls and switches with disinfecting all purpose spray and glass cleaner.	<u>5</u> times week
Empty all waste paper receptacles and take trash to a designated area in the building for storage or removal.	5 times week
Wipe all internal partition glass free of smudges and fingerprints, using disinfecting all purpose spray cleaner.	<u>5</u> times week
Clean and sanitize drinking fountains / water coolers using disinfecting all purpose spray and glass cleaner.	5 times week
Clean and sanitize all telephones using disinfecting all purpose spray and glass cleaner.	<u>1</u> times week
Wipe down or vacuum baseboards.	<u>1</u> times month
Vacuum fabric covered furnishings. Wipe other furniture using disinfecting all purpose spray and glass cleaner.	<u>1</u> times month
Clean and polish all chrome chairs and tables using disinfecting all purpose spray and glass cleaner.	<u>1</u> times month
Dust all high and low vertical and horizontal surfaces and corners not cleaned in the course of normal dusting with electrostatic dusting cloths.	<u>1</u> times month
Dust blinds, sills, jams, light fixtures and ceiling vents with electrostatic dusting cloths.	<u>1</u> times month
Dust/vacuum ceiling vents, light fixtures and picture frames.	<u>1</u> times month

initial/initial

FLOOR MAINTENANCE

Vacuum with approved back pack units and remove fresh spots from all carpeted areas using approved disinfectants and encapsulating carpet spotting tools. **5 times week**

Dust mop ceramic and resilient floor areas. **5 times week**

Mop all hard surface floor areas using disinfecting finished floor cleaner. **5 times week**

KITCHEN/LUNCH EATING AREA

All kitchen counters, cabinet fronts, tables and sinks cleaned with disinfecting all purpose spray and glass cleaner. **5 times week**

Clean and disinfect exterior of appliances using disinfecting all purpose spray and glass cleaner. **5 times week**

Restock kitchen paper and soap products. **5 times week**

Clean microwaves inside and outside using disinfecting all purpose spray and glass cleaner and wipe inside with clean cloth and water to remove any disinfectant residue. **5 times week**

RESTROOMS

Clean and polish all dispensers and fixtures. Clean and disinfect wash basins, toilet bowls, urinals, and counter tops using disinfecting restroom cleaner. **5 times week**

Spot clean walls and toilet partitions with disinfecting all purpose spray and glass cleaner. **5 times week**

Mop all hard surface floor areas using disinfecting finished floor cleaner. **5 times week**

Polish all metal and mirrors using disinfecting all purpose spray and glass cleaner. **5 times week**

Restock expendable products such as paper towels, toilet tissue, hand soap, liners and deodorant products. **5 times week**

initial/initial

SPECIAL FLOOR CARE SERVICES

Spray buff floors

NA times **wk/month/year**

Machine scrub floors

NA times **wk/month/year**

Burnish floors

NA times **wk/month/year**

Scrub & Recoat floors

NA times **wk/month/year**

Strip & Wax floors

NA times **wk/month/year**

Hot water extract carpets

NA times **wk/month/year**

ADDITIONAL DUTIES

_____ times **month**

_____ times **week/month**

_____ times **week/month**

_____ times **week/month**

_____ times **week/month**

CLOSING INSTRUCTIONS

Clean and organize janitor closet

5 times **week**

Turn off lights as instructed

5 times **week**

Lock doors and windows as instructed

5 times **week**

Set alarms as instructed

5 times **week**