

TAB 2



City of Palmetto Agenda Item

Meeting Date

11/5/12

Presenter: Jim Freeman

Department: City Hall and Public Works

Title:

Janitorial Services Contract Renewal Acceptance

In 2011, the Purchasing Department requested Informal Competitive Quotes for janitorial services and selected the lowest bidder Jan-Pro Cleaning Systems. On October 17, 2011 the Mayor and Commission approved the initial annual contract for these services with the option to extend the contract for two additional one-year periods; this request for renewal would be the second year of this option.

Budgeted Amount: \$12,480.00 **Budget Page No(s):** **Available Amount:** **Expenditure Amount:**

Additional Budgetary Information: Annual cost for City Hall of \$6,588 will be charge to 001 513 3116 and Public Works \$8,388 to 001 540 3116, included in fiscal year's budget.

Funding Source(s): Contract Services **Sufficient Funds Available:** Yes No **Budget Amendment Required:** Yes No **Source:**

City Attorney Reviewed: Yes No N/A **Advisory Board Recommendation:** For Against N/A **Consistent With:** Yes No N/A

Potential Motion/Direction Requested: Staff recommends Commission authorize the Mayor execute a new 12-month contract with Jan-Pro Cleaning Systems, who has agreed to the original contract terms and conditions.

Staff Contact: Nixa Haisley 941/723-4570 x7112

Attachments: City Hall Service Agreement w/Work Schedule
Public Works Service Agreement w/Work Schedule



Janitorial Service Agreement

The Undersigned City of Palmetto, City Hall ("CUSTOMER") hereby accepts the proposal of Jan-Pro Manasota d/b/a Jan-Pro Cleaning Systems™ ("JAN-PRO"), and the parties agree that JAN-PRO will supply Cleaning Services for Customer's premises located at:

•Address: 516 8th Ave West Phone: 941/723-4570
•City, State, Zip: Palmetto, FL 34221 Fax: 941/723-4576

Upon the following terms:

1. JAN-PRO's service charge will be

\$549.00 per month, to include **5 time(s) per week** service. *Initial* _____

The Cleaning Services are to be performed when the building is vacant, unless otherwise agreed to by the parties.

2. CUSTOMER acknowledges that JAN-PRO Cleaning Systems will delegate all Cleaning Services to be performed hereunder to a JAN-PRO franchisee and/or subcontractor. Franchise agrees to comply with the terms and conditions of this agreement. The Franchisee selected to service the account will be announced prior to the start date of service.

3. Included in the service charge will be service, cleaning materials and chemicals, and any equipment which will be furnished by the JAN-PRO franchisee. The service charge does not include liners, paper supplies, and toiletries, which can be provided at CUSTOMER's expense, at competitive prices.

4. All Cleaning Services specified in the "Work Schedule" attachment of this proposal will be provided to CUSTOMER in a satisfactory manner.

5. All JAN-PRO franchisees have successfully completed JAN-PRO's comprehensive training program and are required to carry insurance and a janitorial bond.

6. Additional services, not included in JAN-PRO's service charge, to be performed upon request, priced per occurrence, at Customer's expense, include:

			<u>Each or Area and Square Footage</u>
a. Shampoo Chairs	\$	_____	_____
b. Shampoo Carpets	\$	_____	_____
c. Water Extraction	\$	_____	_____
d. Other	\$	_____	_____
e. Other	\$	_____	_____
f. Initial Cleanings	\$ N/A	_____	to include _____
g. Other	\$	_____	_____

7. (a) The term of this service agreement is for one (1) year commencing on **November 1, 2012**. The agreement may be renewed for one (1) additional one (1) year term 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.

Vendor Initial _____ Customer Initial _____

(c) Notwithstanding the above, (1) JAN-PRO 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 JAN-PRO 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 JAN-PRO 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 JAN-PRO 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 JAN-PRO's written consent.
10. JAN-PRO will bill CUSTOMER monthly. Invoices are sent out on the 1st of each month, with current payment due by the 15th of that month, delinquent by the 10th of the following month. A finance charge of 1.5% per month (minimum \$15.00) will be assessed on all delinquent accounts.
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 JAN-PRO and CUSTOMER. Additionally, in no event shall the terms and conditions of any purchase order or other form subsequently submitted by CUSTOMER to JAN-PRO becomes a part of this Service Agreement, and JAN-PRO shall not be bound by any such terms and conditions.

CUSTOMER

(Signature & Date)

Print Name and Title

City of Palmetto

VENDOR

Phil Luna 10/25/12

(Signature & Date)

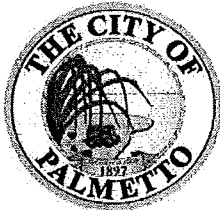
Phil Luna PRESIDENT

Print Name and Title

JAN-PRO of Manasota

November 1, 2011
Service Start Date

Please email signed contract to nhaisley@palmettofl.org



AREAS TO BE SERVICED

- | | |
|--|--|
| <input checked="" type="checkbox"/> Entrance (Outdoor) | <input type="checkbox"/> Kitchenette/Coffee Area |
| <input type="checkbox"/> Foyer | <input checked="" type="checkbox"/> Council Chambers |
| <input type="checkbox"/> Waiting Area | <input checked="" type="checkbox"/> Hallways |
| <input checked="" type="checkbox"/> Lobby/Reception Area | <input type="checkbox"/> Landings |
| <input checked="" type="checkbox"/> General Office | <input type="checkbox"/> Stairwells |
| <input type="checkbox"/> Private Offices | <input checked="" type="checkbox"/> Stairways |
| <input checked="" type="checkbox"/> Executive Offices | <input type="checkbox"/> Elevator Cabs |
| <input type="checkbox"/> Conference Room | <input type="checkbox"/> Lounges |
| <input checked="" type="checkbox"/> Copy Room/Area | <input type="checkbox"/> Offices in Plant/Shop/Warehouse |
| <input type="checkbox"/> File Room/Area | <input type="checkbox"/> Laboratory |
| <input type="checkbox"/> Computer Room | <input type="checkbox"/> Showroom Areas |
| <input checked="" type="checkbox"/> Restrooms | <input type="checkbox"/> Supply/Storage Areas |
| <input checked="" type="checkbox"/> Lunch Room/Kitchen | |

Other areas not listed above:

Entrance = Benches & Trash Can _____

Council Chambers = Check Schedule _____

Recycle Bins = _____

Exclude:

IT Offices and Server Room _____

Mayor's Office when Locked _____

RL

Vendor Initial

/

Customer Initial



WORK SCHEDULE

Category / Service

Frequency of Service

Offices, Entrances, Reception Areas, Hallways and Conference Rooms

Dust and clean all filing cabinets, desks, credenzas, tables, counters display units and other furniture. *Feather dust* phones, monitor screens keyboards and calculators. **5** time(s) **week**

Clean glass doors (inside & outside); *wipe* light switches, door handles, walls and properly position furniture in offices. **5** time(s) **week**

Empty all waste paper receptacles and take trash to the designated dumpster in parking lot; replace all receptacle liners. **5** time(s) **week**

Clean all internal partition glass free of smudges and fingerprints; *Wipe* customer service counters with All-Purpose Spray. **5** time(s) **week**

Clean & Sanitize drinking fountains / water coolers using Disinfecting All-Purpose Spray. **5** time(s) **week**

Clean & Sanitize all telephones using Disinfecting All-Purpose Spray **1** time(s) **week**

Empty recycling bins to designated receptacles outside. **1** time(s) **week**

Polish chamber dais and table in City Hall Chambers. **1** time(s) **week**

Dust window sills, pictures, fans, light fixtures. **1** time(s) **week**


Wipe benches (City Hall entrance). **5** time(s) **week**

General Floor Maintenance

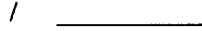
Vacuum all carpeted areas. **5** time(s) **week**

Damp mop all chair mats. **1** time(s) **week**

Sweep and Mop all hard floor surfaces. **5** time(s) **week**



Vendor Initial



Customer Initial



WORK SCHEDULE

Kitchens, Break Rooms, Lunch Rooms and Coffee Areas

- Clean and disinfect all kitchen counters, tables and sink.* **5 time(s) week**
- Clean microwave inside and outside.* **5 time(s) week**
- Refill all paper and soap products from customer inventory.* **5 time(s) week**
- Empty all waste paper receptacles and take trash to the designated dumpster in parking lot; replace all receptacle liners.* **5 time(s) week**
- Mop all floors.* **5 time(s) week**

Restrooms

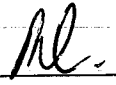
- Clean & Disinfect wash basins, toilet bowls, urinals, and counter tops.* **5 time(s) week**
- Feather Dust partition walls.* **1 time(s) week**
- Clean and Dry all mirrors.* **5 time(s) week**
- Mop all floors.* **5 time(s) week**
- Refill all paper and soap products from customer inventory.* **5 time(s) week**
- Empty all waste paper receptacles and take trash to the designated dumpster in parking lot; replace all receptacle liners.* **5 time(s) week**

Special Services

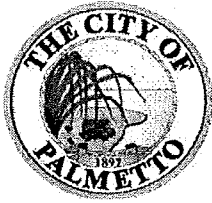
- Clean all Windows inside & out.* **1 time(s) month**
- Dust all Venetian blinds.* **1 time(s) month**
- Vacuum or Dust all air conditioning vents.* **1 time(s) month**
- Spot Clean & Shampoo traffic areas of carpet.* **1 time(s) month**
- Scrub & Wax tile and vinyl floors.* **1 time(s) month**
- Scrub exterior floor in East entrance area (City Hall).* **1 time(s) month**

Closing Instructions

- Clean and organize janitor closet.* **5 time(s) week**
- Turn off lights (as instructed).* **5 time(s) week**
- Lock doors and windows (as instructed).* **5 time(s) week**
- Set alarms (as instructed).* **5 time(s) week**



Vendor Initial **Customer Initial**



Janitorial Service Agreement

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•Address: 600 17th St West Phone: 941/723-4570
 •City, State, Zip: Palmetto, FL 34221 Fax: 941/723-4539

Upon the following terms:

- JAN-PRO's service charge will be

\$699.00 per month, to include **5 time(s) per week** service. *Initial* _____

The Cleaning Services are to be performed when the building is vacant, unless otherwise agreed to by the parties.


- CUSTOMER acknowledges that JAN-PRO Cleaning Systems will delegate all Cleaning Services to be performed hereunder to a JAN-PRO franchisee and/or subcontractor. Franchise agrees to comply with the terms and conditions of this agreement. The Franchisee selected to service the account will be announced prior to the start date of service.
- Included in the service charge will be service, cleaning materials and chemicals, and any equipment which will be furnished by the JAN-PRO franchisee. The service charge does not include liners, paper supplies, and toiletries, which can be provided at CUSTOMER's expense, at competitive prices.
- All Cleaning Services specified in the "Work Schedule" attachment of this proposal will be provided to CUSTOMER in a satisfactory manner.
- All JAN-PRO franchisees have successfully completed JAN-PRO's comprehensive training program and are required to carry insurance and a janitorial bond.
- Additional services, not included in JAN-PRO's service charge, to be performed upon request, priced per occurrence, at Customer's expense, include:

Each or Area and Square Footage

a. Shampoo Chairs	\$ _____	_____
b. Shampoo Carpets	\$ _____	_____
c. Water Extraction	\$ _____	_____
d. Other	\$ _____	_____
e. Other	\$ _____	_____
f. Initial Cleanings	\$ N/A	to include _____
g. Other	\$ _____	_____

- (a) The term of this service agreement is for one (1) year commencing on **November 1, 2012**. The agreement may be renewed for one (1) additional one (1) year term 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.

 / _____
Vendor Initial Customer Initial

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Monday Tuesday Wednesday Thursday Friday Saturday Sunday
(Days of the week on which service is to be provided)

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CUSTOMER

(Signature & Date)

Print Name and Title

City of Palmetto

VENDOR

Rick Luna. 10/25/12.

(Signature & Date)

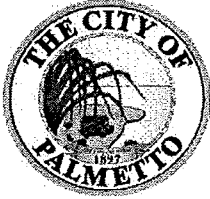
RICK LUNA PRESIDENT.

Print Name and Title

JAN-PRO of Manasota

November 1, 2011
Service Start Date

Please email signed contract to nhaisley@palmettofl.org



AREAS TO BE SERVICED


- | | |
|--|---|
| <input type="checkbox"/> Entrance (Outdoor) | <input checked="" type="checkbox"/> Kitchenette/Coffee Area |
| <input type="checkbox"/> Foyer | <input type="checkbox"/> Council Chambers |
| <input checked="" type="checkbox"/> Waiting Area | <input checked="" type="checkbox"/> Hallways |
| <input type="checkbox"/> Lobby/Reception Area | <input type="checkbox"/> Landings |
| <input checked="" type="checkbox"/> General Office | <input type="checkbox"/> Stairwells |
| <input type="checkbox"/> Private Offices | <input checked="" type="checkbox"/> Stairways |
| <input checked="" type="checkbox"/> Executive Offices | <input type="checkbox"/> Elevator Cabs |
| <input checked="" type="checkbox"/> Conference Room | <input type="checkbox"/> Lounges |
| <input checked="" type="checkbox"/> Copy Room/Area | <input type="checkbox"/> Offices in Plant/Shop/Warehouse |
| <input checked="" type="checkbox"/> File Room/Area | <input type="checkbox"/> Laboratory |
| <input type="checkbox"/> Computer Room | <input type="checkbox"/> Showroom Areas |
| <input checked="" type="checkbox"/> Restrooms | <input type="checkbox"/> Supply/Storage Areas |
| <input checked="" type="checkbox"/> Lunch Room/Kitchen | |

Other areas not listed above:

Daily Cleaning of Two Portables

Exclude:

Warehouse Office

 / _____
Vendor Initial Customer Initial



WORK SCHEDULE

Category / Service

Frequency of Service

Offices, Entrances, Reception Areas, Hallways and Conference Rooms

Dust and clean all filing cabinets, desks, credenzas, tables, counters display units and other furniture. *Feather dust* phones, monitor screens keyboards and calculators. **5** time(s) week

Clean glass doors (inside & outside); *wipe* light switches, door handles, walls and properly position furniture in offices. **5** time(s) week

Empty all waste paper receptacles and take trash to the designated dumpster in parking lot; replace all receptacle liners. **5** time(s) week

Clean all internal partition glass free of smudges and fingerprints; *Wipe* customer service counters with All-Purpose Spray. **5** time(s) week

Clean & Sanitize drinking fountains / water coolers using Disinfecting All-Purpose Spray. **5** time(s) week

Clean & Sanitize all telephones using Disinfecting All-Purpose Spray **1** time(s) week

Empty recycling bins to designated receptacles outside. **1** time(s) week

Polish chamber dais and table in City Hall Chambers. **1** time(s) week

Dust window sills, pictures, fans, light fixtures. **1** time(s) week

Wipe benches (City Hall entrance). **5** time(s) week

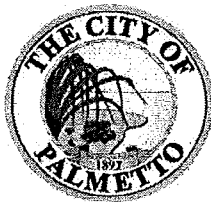
General Floor Maintenance

Vacuum all carpeted areas. **5** time(s) week

Damp mop all chair mats. **1** time(s) week

Sweep and Mop all hard floor surfaces. **5** time(s) week

RL , _____
Vendor Initial Customer Initial



WORK SCHEDULE

Kitchens, Break Rooms, Lunch Rooms and Coffee Areas

<i>Clean and disinfect</i> all kitchen counters, tables and sink.	<u>5</u> time(s) week
<i>Clean</i> microwave inside and outside.	<u>5</u> time(s) week
<i>Refill</i> all paper and soap products from customer inventory.	<u>5</u> time(s) week
<i>Empty</i> all waste paper receptacles and take trash to the designated dumpster in parking lot; replace all receptacle liners.	<u>5</u> time(s) week
<i>Mop</i> all floors.	<u>5</u> time(s) week

Restrooms

<i>Clean & Disinfect</i> wash basins, toilet bowls, urinals, and counter tops.	<u>5</u> time(s) week
<i>Feather Dust</i> partition walls.	<u>1</u> time(s) week
<i>Clean and Dry</i> all mirrors.	<u>5</u> time(s) week
<i>Mop</i> all floors.	<u>5</u> time(s) week
<i>Refill</i> all paper and soap products from customer inventory.	<u>5</u> time(s) week
<i>Empty</i> all waste paper receptacles and take trash to the designated dumpster in parking lot; replace all receptacle liners.	<u>5</u> time(s) week

Special Services

<i>Clean</i> all Windows inside & out.	<u>1</u> time(s) month
<i>Dust</i> all Venetian blinds.	<u>1</u> time(s) month
<i>Vacuum or Dust</i> all air conditioning vents.	<u>1</u> time(s) month
<i>Spot Clean & Shampoo</i> traffic areas of carpet.	<u>1</u> time(s) month
<i>Scrub & Wax</i> tile and vinyl floors.	<u>1</u> time(s) month
<i>Scrub</i> exterior floor in East entrance area (City Hall).	<u>1</u> time(s) month

Closing Instructions

Clean and organize janitor closet.	<u>5</u> time(s) week
Turn off lights (as instructed).	<u>5</u> time(s) week
Lock doors and windows (as instructed).	<u>5</u> time(s) week
Set alarms (as instructed).	<u>5</u> time(s) week

Vendor Initial

Customer Initial