

RESOLUTION 20-161

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING AN AGREEMENT WITH CLEANING PLUS JANITORIAL SERVICES, LLC RELATED TO JANITORIAL SERVICES FOR CERTAIN CITY BUILDINGS IN THE APPROXIMATE ANNUAL AMOUNT OF \$60,390.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Cleaning Plus Janitorial Services, LLC, relating to the janitorial services for certain City buildings, in the approximate annual amount of Sixty Thousand, Three Hundred Ninety Dollars (\$60,390.00), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in special session this 28th day of August, 2020.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Jo Smith, Interim City Clerk

**JANITORIAL SERVICES CONTRACT
CITY OF PANAMA CITY BEACH
BID DATE: AUGUST 11, 2020 AT 2:00 PM**

BIDDER	DRUG FREE WORKPLACE CERT	PUBLIC ENTITY CRIMES STATEMENT	ADDENDUM #1	ADDENDUM #2	BID DEPOSIT	GROUP A BLDGS ANNUAL COST				GROUP B BLDGS ANNUAL COST				AVERAGE ANNUAL COST
						CITY HALL	PUBLIC SERVICES	POLICE DEPARTMENT	GROUP A ANNUAL TOTAL	UTILITIES/PW BUILDING	WWTP OPS BUILDING	GROUP B ANNUAL TOTAL	AVERAGE ANNUAL COST	
Cleaning Plus Janitorial Services	X	X	X	X	X	\$13,200.00	\$18,850.00	\$11,260.00	\$43,310.00	\$8,390.00	\$8,690.00	\$17,080.00	\$60,390.00	
Cohesive Enterprise	X	X	X	X	X	\$21,838.00	\$42,244.00	\$40,148.00	\$104,230.00	\$6,786.00	\$15,868.00	\$22,654.00	\$126,884.00	
Estella Cleaning & Organizations Service	X	X	X	Not provided	X	\$21,000.00	\$34,900.00	\$29,100.00	\$85,000.00	\$17,100.00	\$14,680.00	\$31,780.00	\$116,780.00	
JD Tremec	X	X	X	X	X	\$24,057.24	\$29,408.04	\$18,843.04	\$72,308.32	\$6,256.68	\$6,616.28	\$12,872.96	\$85,181.28	
Tripliciano Commercial Services	X	X	X	X	X	\$16,500.00	\$23,100.00	\$19,800.00	\$59,400.00	\$6,600.00	\$9,900.00	\$16,500.00	\$75,900.00	
Underwood Service Enterprises dba Pro Force	X	X	X	X	X	\$10,026.00	\$23,184.00	\$19,088.00	\$52,298.00	\$3,418.00	\$8,296.00	\$11,714.00	\$64,012.00	

*** Estella Cleaning included "annual" cleaning items which were excluded in Addendum #2. Average annual cost excluding this line item totals to \$112,880.00

JANITORIAL SERVICES CONTRACT

AGREEMENT

THIS JANITORIAL SERVICES AGREEMENT is made and entered into this day of _____, 2020, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and Cleaning Plus Janitorial Services, LLC (Contractor).

PREMISES

1. SCOPE OF SERVICES

Contractor will provide janitorial services for five (5) City buildings, as more particularly described in the Scope of Work.

If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

2. COMPENSATION

As compensation for the services contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor according to the attached BID FORM. The City shall pay to the Contractor as full consideration for the performance of the work required by this Agreement, at the UNIT PRICES contained in the Contractor's cost proposal, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his designee(s).

- a. Extra and/or Additional Work Changes. Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor, and the same shall in no way affect or make void the Agreement. The value of such will be added to or deducted from the contract bid price, as the case may be, by a fair and reasonable valuation.

3. PAYMENT

The "closure date" for work to be invoiced for payment shall be the [30th] of each calendar month, except February where it shall be the 28th. The Contractor shall submit an itemized invoice to the City for the amount of work satisfactorily completed as of the closure date. The invoice(s) shall be delivered to the end user departments no later than three days after the closure date of each calendar month.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the day and year first above written for an initial term of two years, and the City shall have the unilateral option to extend the initial term for one, two year renewal period by written notice delivered to the Contractor before the expiration of the initial term.

5. TERMINATION OF CONTRACT

A. Termination for Convenience. The City reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Upon such termination Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligations to Contractor. Contractor shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date. Termination or cancellation of the contract will not relieve the Contractor of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the Contractor of any obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the contract. The Contractor may cancel the contract with ninety (90) days written notice to the City. Failure to provide proper notice may result in the Contractor being barred from future business with the City.

B. Termination for Cause. The City may terminate this Agreement for default without giving the notice set forth in subsection A (above) if the Contractor does not deliver the product or service in accordance with the Contract delivery schedule, or if the Contractor fails to perform in the manner called for in the

Contract or if the Contractor fails to comply with any other provision of the Contract on three or more separate and documented instances. Termination shall be effected by serving a written notice on the Contractor setting forth the manner in which the Contractor is in default. Unless within five (5) working days after the service of such notice such condition or violation shall cease or satisfactory arrangements for the correction thereof be made, the contract shall cease and terminate upon the expiration of said five (5) working days. In such case, Contractor shall not be entitled to receive any further payment until the work is finished.

1. If this Contract is terminated for default, the City, in addition to all other rights afforded by law for Contractor's breach of Contract, shall have the right to charge Contractor the amount by which the costs of obtaining the services from another source exceed the price specified herein, and the City may offset any such charge against any amounts which may otherwise become payable to Contractor under the Contract.

2. Upon such termination, Contractor will deliver to the City any keys, fobs, or other articles of City property in its possession, for which the City shall make written request at or after termination. Any Contractor equipment and supplies not collected from the supply closets/cabinets within the 5 working day termination period shall be deemed abandoned by the Contractor, and in the lawful possession of the City. The City will pay Contractor for the actual amount due based on unit prices and the quantity of work completed, at the time of cancellation, less damages caused to the City by the acts of the Contractor causing the termination. Notwithstanding the City's right to terminate the Contract for delay in delivery of services, Contractor shall not be liable to the City for any damages thereof if Contractor's delay is due to causes beyond its control, and without its fault or negligence, provided Contractor immediately notifies the City of conditions causing the delay.

6. COMPLIANCE WITH LAWS.

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor

shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

7. WARRANTY

The Contractor agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

8. INSURANCE AND INDEMNIFICATION

- a. Contractor shall at its expense maintain in force during the Term the following described insurance on policies and insurers acceptable to the City. All such insurance shall name the City, its officers, employees and agents as additional insured:
 - i. Workers Compensation and Employer's Liability Insurance Coverage. Limits of coverage shall not be less than \$1,000,000 each accident; \$1,000,000 disease each employee; and \$1,000,000 disease aggregate.
 - ii. Commercial General Liability. Coverage shall include bodily injury; property damage and personal injury liability and limits of coverage shall not be less than \$1,000,000 combined single limit for each occurrence and \$3,000,000 aggregate.
 - iii. Business Automobile Liability Coverage. Coverage shall include bodily injury and property damage and limits shall not be less than \$1,000,000 combined single limit for each accident.
 - iv. Excess or Umbrella Liability Coverage. Coverage shall not be less than \$1,000,000 each occurrence and aggregate.
- b. City shall at its option and expense maintain in force during the Term such fire, casualty, and extended coverage insurance covering any City owned improvements on the Site as the City may desire.
- c. Contractor shall at its option and expense maintain in force during the Term such fire, casualty and extended coverage insurance on Contractor's personal property located on the Site, including trade fixtures, equipment, machinery,

inventory or other personal property belonging to or in the custody of Contractor, and all such policies may waive any right of subrogation against the City.

- d. All coverage maintained by Contractor pursuant to Subparagraph (a) shall be provided by companies registered and licensed to sell insurance in the state of Florida and which may legally provide the coverage set forth herein, and shall be provided by companies reasonably satisfactory to the City and in form and substance reasonably satisfactory to the City, and shall provide that coverage will not be subject to cancellation, termination, revocation or material change except after thirty (30) days' prior written notice to the City.
- e. Within thirty days of the date of this agreement, and thereafter upon the written request of the City, Contractor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to subparagraph (a). In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Lori Philput, 17007 Panama City Beach Pkwy. Panama City Beach, FL 32413.
- f. Contractor shall indemnify and hold harmless and defend the City and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the occupation, use or maintenance of the Site by Contractor or anyone claiming by, through or under Contractor; or (ii) the breach of any of Contractor's representations, warranties, covenants or agreements hereunder, including any Damages arising from the combined fault of Contractor and City, but excluding any Damages arising solely from the negligence or willful misconduct of the City. The covenants contained in this paragraph shall survive the termination of this Agreement.
- g. If any third party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the Contractor and shall afford the Contractor and its counsel, at the Contractor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.
- h. Due to the nature of the services to be provided and the potential impact to the City for loss of work supplies, the Contractor cannot disclaim consequential or inconsequential damages related to the performance of this contract. The Contractor shall be responsible and accountable for any and all damages,

directly or indirectly, caused by the actions or inaction of its employees, staff, or sub-consultants. There are no limitations to this liability.

i ATTORNEY'S FEES

In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

8. TIME

Time is of the essence in this Agreement.

9. FORCE MAJEURE

The Contractor's failure or inability to perform the stated scope of services at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

10. REMEDIES

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within four (4) hours of Contractor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

11. ASSIGNMENT

This Agreement is not assignable.

12. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor.

14. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

a. As to City:

Tony O'Rourke, City Manager

torourke@pcb.gov.com

17007 Panama City Beach Pkwy., PCB, FL 32413

(850) 233-5100

b. As to Contractor:

Contract Representative: Sheila G. Holley

Title/Position: Owner

Email address:

sheilaholley@cleaningplusjanitorialservices.com

Mailing address: 5311 Seneca Lane Panama City, FL 32404

Phone: (850) 960-8990 Cell: (850) 960-8990

16. ENTIRE AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

IN WITNESS WHEREOF, the Contractor has executed this Agreement as of the day and year first above written.

Signed in the presence of: Contractor

Witness 1 _____
(Print Name): _____

By: _____

Witness 2 _____
(Print Name): _____

ATTEST:

City Clerk

**THE CITY OF PANAMA CITY
BEACH, FLORIDA,**
a municipal corporation

By: _____
Tony O'Rourke,
City Manager

JANITORIAL SERVICES CONTRACT

BID FORM Page 1 of 4

This proposal of Cleaning Plus Janitorial Services LLC, hereinafter called "BIDDER," organized and existing under the laws of the State of Florida doing business as Cleaning Plus Janitorial Services LLC (Insert a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the City of Panama City Beach, hereinafter called "OWNER."

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all work for **JANITORIAL SERVICES CONTRACT**, as detailed in this solicitation for the amounts shown on the three (3) attached unit cost and bid summary forms.

By submission of this BID, each Bidder certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

Basis of Award: The contract(s) will be awarded by group to the lowest responsible bidder. All buildings contain separate departments and will require individualized billing.

Submitted By: Cleaning Plus Janitorial Services LLC
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: Sheila G Holley
Name of Individual Who Prepared This Bid

Address: 5311 Seneca Lane Panama City, Fla 32404

Phone: 850-960-8990


Signature of Authorized Representative of Firm/Contractor

8-10-2020
Date

**PROPOSAL AND BID FORM
CITY OF PANAMA CITY BEACH JANITORIAL SERVICES CONTRACT PAGE 2 OF 4
GROUP A BUILDINGS**

FACILITY	DESCRIPTION	COST PER CLEANING EVENT	NO. OF EVENTS PER YEAR	EXTENSION
CITY HALL 17007 PANAMA CITY BEACH PKWY, PANAMA CITY BEACH, FL	DAILY CLEANING (5X/WEEK)	\$ 45.00	260	\$ 11700.00
	WEEKLY CLEANING	\$ 15.00	52	\$ 780.00
	MONTHLY CLEANING	\$ 10.00	12	\$ 120.00
	QUARTERLY CLEANING	\$ 125.00	4	\$ 500.00
	SEMI-ANNUALLY	\$ 50	2	\$ 100.00
PUBLIC SERVICES 116 S. ARNOLD ROAD, PANAMA CITY BEACH, FL	DAILY CLEANING (5X/WEEK)	\$ 65	260	\$ 16900.00
	WEEKLY CLEANING	\$ 15	52	\$ 780.00
	MONTHLY CLEANING	\$ 10	12	\$ 120.00
	QUARTERLY CLEANING	\$ 250.00	4	\$ 1000.00
	SEMI-ANNUALLY	\$ 25.00	2	\$ 50.00
POLICE DEPARTMENT 17115 PANAMA CITY BEACH PKWY, PANAMA CITY BEACH, FL	DAILY CLEANING (5X/WEEK)	\$ 40	260	\$ 10,400.00
	WEEKLY CLEANING	\$ 10	52	\$ 520.00
	MONTHLY CLEANING	\$ 10	12	\$ 120.00
	QUARTERLY CLEANING	\$ 50.00	4	\$ 200.00
	SEMI-ANNUALLY	\$ 10.00	2	\$ 20.00

**PROPOSAL AND BID FORM
CITY OF PANAMA CITY BEACH JANITORIAL SERVICES CONTRACT PAGE
3 OF 4**

GROUP B BUILDINGS					
FACILITY	DESCRIPTION	COST PER CLEANING EVENT	NO. OF EVENTS PER YEAR	EXTENSION	
UTILITIES/PUBLIC WORKS OFFICES 200 N. GULF BLVD, PANAMA CITY BEACH, FL	DAILY CLEANING (5X/WEEK)	\$ 30.00	260	\$ 7800.00	
	WEEKLY CLEANING	\$ 5	52	\$ 260.00	
	MONTHLY CLEANING	\$ 10	12	\$ 120.00	
	QUARTERLY CLEANING	\$ 50.00	4	\$ 200.00	
	SEMI-ANNUALLY	\$ 5	2	\$ 10.00	
WWTF OPERATIONS BUILDING 206 N. GULF BLVD, PANAMA CITY BEACH, FL	DAILY CLEANING (5X/WEEK)	\$ 30.00	260	\$ 7800.00	
	WEEKLY CLEANING	\$ 5	52	\$ 260.00	
	MONTHLY CLEANING	\$ 10.00	12	\$ 120.00	
	QUARTERLY CLEANING	\$ 125.00	4	\$ 500.00	
	SEMI-ANNUALLY	\$ 5	2	\$ 10.00	

**PROPOSAL AND BID FORM
CITY OF PANAMA CITY BEACH 2018 PCB JANITORIAL SERVICES CONTRACT PAGE
4 OF 4**

BID SUMMARY		ANNUAL BID COST*
GROUP A BUILDINGS		
CITY HALL	17007 PANAMA CITY BEACH PKWY, PANAMA CITY BEACH, FL	\$ 13,200.00
PUBLIC SERVICES	116 S. ARNOLD ROAD, PANAMA CITY BEACH, FL	\$ 18,850.00

POLICE DEPARTMENT	17115 PANAMA CITY BEACH PKWY, PANAMA CITY BEACH, FL	\$ 11,260.00
TOTAL GROUP A		\$ 43,310.00
GROUP B BUILDINGS		
UTILITIES/PUBLIC WORKS OFFICES	200 N. GULF BOULEVARD, PANAMA CITY BEACH, FL	\$ 8,390.00
WWTP OPERATIONS BUILDING	206 N. GULF BOULEVARD, PANAMA CITY BEACH, FL	\$ 8,690.00
TOTAL GROUP B		\$ 17,080.00

***NOTE: BID FORM REFLECTS THE ESTIMATED ANNUAL BID COST BASED ON UNIT COST AND NUMBER OF EVENTS. INITIAL TERM OF AGREEMENT IS FOR TWO YEARS.**