

RESOLUTION NO. 22-226

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA APPROVING AN AGREEMENT WITH TCS, RELATED TO JANITORIAL SERVICES FOR CITY HALL CAMPUS BUILDINGS AND LIBRARY IN THE BASIC ANNUAL AMOUNT OF \$67,380; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Donna M. Tripiciano, doing business as TCS, relating to the janitorial services for certain City buildings, in the basic annual amount of \$58,540 for Building Group A and \$8,840 for Building Group C, 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 regular session this 22nd day of September, 2022.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

JANITORIAL SERVICES

AGREEMENT

THIS JANITORIAL SERVICES AGREEMENT is made and entered into this 22nd day of September, 2022, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and Tripliciano Commercial Services (Contractor).

PREMISES

1. SCOPE OF SERVICES

Contractor will provide janitorial services for Group(s) A and C as more particularly described in the Scope of Work attached and incorporated to this Agreement as Exhibit B.

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 this agreement.

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 Prices set forth in the Bid Form attached and incorporated into this Agreement as Exhibit C. 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 by building to the City for the amount of work satisfactorily completed as

of the closure date. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 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 executed date of award through September 30, 2023. This agreement may be extended for all or some of the awarded properties by mutual written consent of each party for two (2) additional one (1) year terms from Oct 1, 2023, through September 30, 2024, and subsequently October 1, 2024, through September 30, 2025.

5. TERMINATION OF CONTRACT

- A. City Termination for Cause. The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient.
- B. City Termination for Convenience. Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically

provided for herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities, any additional claims of subcontractors and vendors.

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 the 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

Bidder shall at its expense maintain in force during the Term the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A."

Within thirty days of the date of the Award, and thereafter upon the written request of the City, Bidder shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance Requirements. In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Lori Philput, Risk Director, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

9. 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.

10. TIME

Time is of the essence in this Agreement.

11. 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.

12. 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.

13. ASSIGNMENT

This Agreement is not assignable

14. 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.

15. 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.

16. 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.

17. NOTICES

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

A. As to City:

City Representative: Drew Whitman

Title/Position: City Manager

17007 Panama City Beach Pkwy., PCB, FL 32413

Phone: 850-233-5100

B. As to Contractor:

Contract Representative: Donna M. Tipiciano

Title/Position: Owner

Email address: _____

Mailing address: 2812 Frankford Ave, Panama City, FL
32405

Phone/Cell: 850-819-7788

18. 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.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

- ADVERTISEMENT FOR BIDS
- INFORMATION FOR BIDDERS
- SCOPE OF WORK /SPECIFICATIONS
- BID PROPOSAL FORM
- STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
- PUBLIC ENTITY CRIMES STATEMENT
- NON-COLLUSION AFFIDAVIT
- E-VERIFY
- TERMS AND CONDITIONS
- NOTICE OF AWARD
- AGREEMENT
- EXHIBIT A
- EXHIBIT B
- EXHIBIT C

ADDENDA (S)

No. 1, dated Aug 30, 2022

No. 2, dated Sept 15, 2022

No. 3, dated Sept 15, 2022

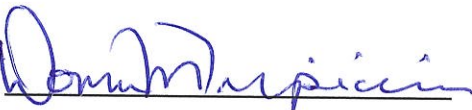
No. , dated , 20

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): Lori Philpot

By: 

Witness 2 

(Print Name): Lynne Fasone


ATTEST:

**THE CITY OF PANAMA
CITYBEACH, FLORIDA,**

a municipal corporation



City Clerk

By: 

Drew Whitman , City Manager

REQUIRED DOCUMENTS

BID FORM

PAGE 1 of 4

This proposal of Donna M Tripiciano, hereinafter called "BIDDER," organized and existing under the laws of the State of Florida doing business as Tripiciano Commercial Services

(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 **PCB22-80 ITB JANITORIAL SERVICES**, as detailed in this solicitation for the amounts shown on the attached Bid form(s).

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 will be awarded to the lowest responsive and responsible Bidder. **All invoices will require itemized billing per building.**

Submitted By:

Tripiciano Commercial Services
Name of Firm/Contractor Submitting This Bid

Bid Prepared By:

Donna M Tripiciano
Name of Individual Who Prepared This Bid

Address:

2812 Frankford Ave Panama City FL 32405

Phone:

850-819-7788

Donna M Tripiciano

Signature of Authorized Representative of Firm/Contractor

09-16-2022

Date

SEAL: (If Bid is by Corporation)

PCB22-80 ITB Janitorial Services

BID FORM

PAGE 2 of 4

GROUP 1 - BUILDINGS 1 - 3 - CITY HALL CAMPUS

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)	\$ 48.00	260	\$ 12,480.00
	WEEKLY CLEANING	\$ 0	52	\$ 0
	MONTHLY CLEANING	\$ 0	12	\$ 0
	QUARTERLY CLEANING	\$ 100.00	4	\$ 400.00
	SEMI-ANNUALLY	\$ 0	2	\$ 0
	ANNUALLY	\$ N/A	1	\$ N/A
PUBLIC SERVICES 116 S. ARNOLD ROAD, PANAMA CITY BEACH, FL	DAILY CLEANING (5X/WEEK)	\$ 98.00	260	\$ 25,480.00
	WEEKLY CLEANING	\$ 0	52	\$ 0
	MONTHLY CLEANING	\$ 0	12	\$ 0
	QUARTERLY CLEANING	\$ 200.00	4	\$ 800.00
	SEMI-ANNUALLY	\$ 0	2	\$ 0
	ANNUALLY	\$ N/A	1	\$ N/A
POLICE DEPARTMENT 17115 PANAMA CITY BEACH PKWY, PANAMA CITY BEACH, FL	DAILY CLEANING (5X/WEEK)	\$ 73.00	260	\$ 18,980.00
	WEEKLY CLEANING	\$ 0	52	\$ 0
	MONTHLY CLEANING	\$ 0	12	\$ 0
	QUARTERLY CLEANING	\$ 100.00	4	\$ 400.00
	SEMI-ANNUALLY	\$ 0	2	\$ 0
	ANNUALLY	\$ N/A	1	\$ N/A

TOTAL ANNUAL RATE: \$ 58,540.00

PCB22-80 ITB JANITORIAL SERVICES

PCB22-80 ITB Janitorial Services

BID FORM

PAGE 3 of 4

GROUP 2 – PANAMA CITY BEACH PUBLIC LIBRARY				
FACILITY	DESCRIPTION	COST PER CLEANING EVENT	NO. OF EVENTS PER YEAR	EXTENSION
PUBLIC LIBRARY 12500 HUTCHISON BLVD PANAMA CITY BEACH, FL	DAILY CLEANING (5X/WEEK)	\$ 34.00	260	\$ 8840.00
	WEEKLY CLEANING	\$ 0	52	\$ 0
	MONTHLY CLEANING	\$ 0	12	\$ 0
	QUARTERLY CLEANING	\$ 0	4	\$ 0
	SEMI-ANNUALLY	\$ 0	2	\$ 0
	ANNUALLY	\$ 0	1	\$ 0

TOTAL ANNUAL RATE: \$ 8840.00

PCB22-80 ITB JANITORIAL SERVICES

PCB21-15 ITB Janitorial Services
 BID FORM
 PAGE 4 OF 4

BID SUMMARY		ANNUAL BID COST*
GROUP 1 - BUILDINGS 1 - 3 - CITY HALL CAMPUS		
CITY HALL - Administration Office	17007 PANAMA CITY BEACH PKWY, PANAMA CITY BEACH, FL	\$ 12,880.00
PUBLIC SERVICES BUILDING	116 S. ARNOLD ROAD, PANAMA CITY BEACH, FL	\$ 26,280.00
POLICE DEPARTMENT	17115 PANAMA CITY BEACH PKWY, PANAMA CITY BEACH, FL	\$ 19,380.00
TOTAL GROUP 1		\$ 58,540.00
GROUP 2 - PANAMA CITY BEACH PUBLIC LIBRARY		
PUBLIC LIBRARY	12500 HUTCHISON BLVD, PANAMA CITY BEACH, FL	\$ 8840.00
TOTAL GROUP 2		\$ 8840.00

*NOTE: BID FORM REFLECTS THE ESTIMATED ANNUAL BID COST BASED ON UNIT COST AND NUMBER OF EVENTS.

REFERENCES

Bidder shall provide a minimum of four (4) references, for which they are currently providing this type of service/commodity within the State of Florida.

BIDDER submits the following four (4) professional references of contracts of similar size and scope as follows:

1. Client: Legender Marine New Sater Contact: Rich Farmer

Job Name: Janitor

Job Start Date: April 2019 Job Completion Date: present

2. Client: Legendary Marine Provinces Contact: Rich Farmer

Job Name: Janitor

Job Start Date: January 2020 Job Completion Date: present

3. Client: CPCB WWTF Contact: Albert Bax

Job Name: Janitor

Job Start Date: Aug. 2021 Job Completion Date: present

4. Client: CPCB Utilities Public Works Contact: Joshua Jagers

Job Name: Janitor

Job Start Date: Aug 2021 Job Completion Date: present

