

Board of County Commissioners – Staff Report

Meeting Date: June 5, 2018

Presenter: Steve Ashworth

Submitting Dept: Teton County/Jackson Parks & Rec.

Subject: Public Restroom Custodial Contract

Statement / Purpose:

The purpose of this item is to seek approval for Custodial Clening contract with White Glove Cleaning for custodial services in the Town/County public restroom facilities for FY2019.

Background / Description (Pros & Cons):

This contract covers the cleaning services for the restroom facilities managed by the Parks and Recreation Department. These include the year-round downtown restrooms; seasonal athletic fields, parks and boat ramp facilities.

This service was solicited through a formal bid process. The Department split the bid request into Base Bid A: Year-Round Town Restrooms and Base Bid B: Seasonal Restrooms. We received two sealed bids and opened them on 5/16/18. After review of the bid submittals one bid was submitted incorrectly, not to specification, and one bid was submitted and accepted as complete:

COMPANY	BASE BID A	BASE BID B	TOTAL AMOUNT
White Glove	\$65,661.41	\$79,141.39	\$144,802.80
Premier Green Clean	Incorrectly submitted		

Statement of Strategic Intent addressed by this item (Identify BCC goals accomplished/addressed)

This project supports the Service and Organizational Excellence strategic intent set forth by providing high quality and efficient government services.

Attachments:

Contract for signatures. White Glove Bid Submittal: Exhibit A-Schedule of Compensation; Exhibit B-Schedule of Visits and Exhibit C-Public Restroom Cleaning Specifications

Fiscal Impact:

This service is funded from the Parks and Recreation FY19 operations budget and reflects a 2% decrease in service cost versus last year’s contracted services total. Decrease is due to annual evaluation of the contract resulting in a decrease in frequency of Alta Restroom cleaning, decrease in extra cleanings at the Synthetic Fields for Sunday tournaments and winter cleaning of Town Restrooms from 3 to 2 cleanings per day.

Staff Impact:

Contract management and oversight will be conducted by Teton County / Jackson Parks and Recreation Department.

Legal Review:

Recommendation:

The director concurs with the TCJPR staff in recommending award of the contract to White Glove Cleaning for public restroom custodial services.

Suggested Motion:

Move to approve the Public Restroom Custodial Contract with White Glove Cleaning for fiscal year 2019, in the amount of \$144,802.80.

*Organizational Excellence * Environmental Stewardship * Vibrant Community * Economic Sustainability*



INDEPENDENT CONTRACTOR AGREEMENT

Agreement made effective the 5 day of June, 2018 by and between TETON COUNTY, WYOMING, hereinafter referred to as "County" and White Glove Cleaning hereinafter referred to as "Contractor".

1. **ENGAGEMENT OF SERVICES.** County hereby hires and engages Contractor, subject to the remaining terms and conditions of this agreement, to perform the following type of services: Public Restroom Custodial Services, as set forth more fully below and Contractor, by execution hereof, hereby accepts and agrees to comply with the terms and perform all of the conditions set forth herein. All said work shall be performed to the sole and complete satisfaction of the County.
2. **TERM.** The term of this agreement shall commence on July 1, 2018 and shall terminate on June 30, 2019 unless sooner terminated by either party.
3. **COMPENSATION.** County agrees to pay Contractor, as full compensation for all services provided hereunder, compensation in the amount of \$144,802.80 and at the rate set forth in the attached, Exhibit A, Schedule of Compensation. The amount of compensation shall not vary in any way whatsoever as a result of the time of day the services are performed or the numbers of hours during which services are performed in any given period of time. Contractor shall present appropriate invoices to Teton County Parks and Recreation Department on or before the first of each month for the services previously performed.
4. **PAYMENT.** The method of payment to the Contractor shall be governed by the practices of the County and legally mandated budgetary, accounting and payment procedures. The County shall pay said compensation within 30 days of receipt of invoices. The County may examine all records and accounts of the Contractor during reasonable hours for a period ending one (1) year after termination of this agreement in order to audit and verify the aforesaid charges.

5. **WORK.** The work agreed to be performed by Contractor hereunder shall generally be described as: **Public Restroom Custodial Services**, and as more fully set forth in **Exhibit B and C** attached hereto and made a part hereof.
6. **RELATIONSHIP OF PARTIES.** Contractor represents that the individual is customarily engaged in an independent trade, occupation, profession or business. The parties to this Agreement intend that the relation between them created by this contract is that of employer-independent contractor. Neither Contractor nor its employees are to be considered as an agent, employee or servant of County. County is interested only in the results obtained under this contract; the manner and means of conducting the work and time at which it is performed are under the sole control of the Contractor. None of the benefits provided by County to its employees, including but not limited to compensation insurance and unemployment insurance, are available from County to Contractor or its employees or subcontractors, nor shall County withhold, deduct or pay any federal, state or local withholding tax, FICA, or unemployment or workmen's compensation taxes or withholdings. The compensation set forth above is based upon this relationship and shall be adjusted accordingly in the event Contractor should ever contend that its relationship to County is otherwise than stated here.
7. **ASSIGNMENT.** This agreement may not be assigned by Contractor nor subcontracted, nor may be services be performed by any entity other than Contractor without prior written consent of County.
8. **INDEMNITY.** Contractor agrees to indemnify and hold County harmless from any and all claims, damages, costs, liability or expenses (including attorneys fees and costs) arising out of the performance of the work.
9. **TERMINATION.** The parties agree that this agreement may be terminated by either party upon thirty (30) days notice, or by the sole discretion of County, with such shorter notice as is appropriate in event of:
 - a. The substantial failure of Contractor to perform as required;
 - b. The discovery that Contractor has made a material misrepresentation regarding its qualifications or ability to perform this agreement or the gross incompetence of Contractor;
 - c. The threat of damage to County's property or the security of its property, personnel or information;
 - d. Dishonesty or criminal or gross misconduct of Contractor or its employees or subcontractors.
10. **WORKERS COMPENSATION.** Contractor shall comply with the Worker's Compensation Laws of the State of Wyoming.

11. LIABILITY INSURANCE. Contractor shall keep and maintain general liability insurance insuring against personal injury, death, and property damage. Contractor will provide County with a certificate of insurance naming Contractor and County as additionally insured and having combined single limit of coverage of not less than **\$ One Million \$1,000,000** dollars. Such policies cannot be canceled during the term of the agreement.

12. OTHER TERMS. Teton County/Jackson Parks and Recreation reserves the right, in their sole opinion, to deduct the cleaning fee amount from monthly totals for any identified missed cleaning visits of any facility at any time as listed on the attached schedule. Identified missed visits will be documented in writing from the Parks and Recreation Department to Andy Erskine within 7 days when observed.

13. ENTIRE AGREEMENT. This agreement together with its schedules and exhibits attached hereto contains the entire agreement between the parties, and may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

14. SCHEDULE OF WORK TO BE PERFORMED. **See Exhibits B and C.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the day and year first above written.

TETON COUNTY, STATE OF WYOMING

By: _____

Mark Newcomb, Chair, Board of Teton County Commissioners

Attest: _____

Sherry L. Daigle, Teton County Clerk

CONTRACTOR:

By: _____

Printed Name: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Teton County/Jackson Parks and Recreation Department

FORMAL REQUEST FOR BID

Invitation for Formal Request for Bids are being accepted for the following annual contracts: Custodial Services for year-round Town owned and seasonal Park restrooms.

Notice is hereby given that the Teton County/Jackson Parks and Recreation Department will receive **sealed** formal Bids prior to **3:00 P.M. M.S.T on Wednesday, May 16,2018** at the Recreation Center, 155 East Gill Avenue, PO Box 811, Jackson, Wyoming, 83001. The contracts will generally consist of professional custodial services for cleaning of Town owned year-round restrooms and seasonal Park restrooms for fiscal year 2019; July 1, 2018 through June 30, 2019.

Request for Bid details are available at the Recreation Center, 155 East Gill Avenue, Jackson, Wyoming, Monday through Friday from 8:00 A.M. to 5:00 P.M. MST.

Parks and Recreation Department representative is Andy Erskine, 307-732-5793 or aerskine@tetoncountywy.gov.

Published: May 2, 2018
May 9 ,2018

EXHIBIT A
All Restrooms

**RESTROOM CLEANING CONTRACT MONTHLY
BILLING SCHEDULE FOR FY 2018-2019**

	2018-2019
July	\$ 20,995.84
August	\$ 20,995.84
September	\$ 20,170.65
October	\$ 9,110.47
November	\$ 5,902.55
December	\$ 5,129.57
January	\$ 5,077.22
February	\$ 4,753.80
March	\$ 7,146.42
April	\$ 14,119.52
May	\$ 11,230.27
June	\$ 20,170.65
Total	\$ 144,802.80

Base Bid A - Schedule of Compensation
 Proposed Restroom Cleaning Billing Schedule for Year
 Round Restrooms FY 2018-2019

<u>Restroom</u>	<u>Daily</u>	<u>Days</u>	<u>Season Total</u>
<i>Home Ranch Parking Lot Restrooms</i>			
May 23 through September 30	<u>\$ 128.48</u>	<u>131</u>	<u>\$ 16,830.88</u>
October 1 through May 22	<u>\$ 81.06</u>	<u>234</u>	<u>\$ 18,968.04</u>
Total			<u>\$ 35,798.92</u>
<i>Town Parking Garage Restrooms</i>			
May 23 through September 30	<u>\$ 58.07</u>	<u>131</u>	<u>\$ 7,607.17</u>
October 1 through May 22	<u>\$ 30.00</u>	<u>234</u>	<u>\$ 7,020.00</u>
Total			<u>\$ 14,627.17</u>
<i>East Deloney Parking Lot Restroom</i>			
May 23 through September 30	<u>\$ 50.28</u>	<u>131</u>	<u>\$ 6,586.68</u>
October 1 through May 22	<u>\$ 36.96</u>	<u>234</u>	<u>\$ 8,648.64</u>
Total			<u>\$ 15,235.32</u>
Grand Total			\$ 65,661.41

Base Bid B – Schedule of Compenstaion

Proposed RESTROOM CLEANING BILLING SCHEDULE FOR SEASONAL RESTROOMS FY 2018-2019

<u>Restroom</u>	<u>Daily Rate</u>	<u>Season Total</u>	<u>Days</u>
Miller Park	\$27.50	\$5,060.00	172
12 extra checks			
Yokel Park	\$34.69	\$5,307.57	153
Powderhorn Park	\$27.50	\$4,207.50	153
Snow King	\$38.61	\$5,907.33	153
Synthetic Fields	\$38.61	\$7,413.12	193
Synthetic Fields extra checks	\$38.61	\$849.42	22
Stadium	\$77.75	\$14,850.25	190
Emily's Pond	\$17.45	\$4,240.35	243
Garaman Park	\$11.96	\$1,829.88	153
Wilson- Centennial	\$11.96	\$1,829.88	153
Owen-Bircher Park	\$40.55	\$6,204.15	153
Alta Park	\$40.55	\$1,824.75	45
Munger View Park	\$17.93	\$2,743.29	153
Wilson Bridge	\$33.79	\$7,231.06	214
SP Boat Ramp	\$45.06	\$9,642.84	214
Total		<u>\$79,141.39</u>	
Rate for non-scheduled extra cleanings \$65 hr			

144,802.80

**EXHIBIT B
SCHEDULE OF VISITS**

Year-round restrooms

Home Ranch Parking Lot Restrooms, Town Parking Garage and East Deloney Parking Lot Restrooms

130 days at 4 visits per day (May 23 through September 30)

Visit times . 10 a.m., 2 p.m., 6 p.m., 10 p.m.(close and clean)

235 days at 2 visits per day (October 1 through May 22)

Visit times . noon, 8 p.m. (close and clean)

Miller Park restrooms will be locked overnight by the contractor. Open hours of restrooms will correspond with open hours of downtown businesses. Hours of operation will be approved by the department's director. Restrooms will open at 7 a.m.

Seasonal restrooms

Open May 1 through September 30 (Except where specifically noted). Restrooms will be cleaned between 8 and 10 a.m. and between 4 and 6 p.m. unless specified otherwise.

Stadium/Cow Fields	2 visits/day	April 12 through Oct. 20
	*4 visits/day	July 21, 28
Powderhorn	2 visits/day	
Yokel	2 visits/day	
Garaman	1 visit/day	
Munger View	1 visit/day	
Wilson Centennial	1 visits /day	
Snow King	2 visits/day	
Synthetic Fields	2 visits/day	March 22 through Sept. 30
	*4 visits/day	First Sunday in May-every Sunday until Sept. 30
Owen-Bircher	2 visits/day	
Emily's Pond	1 visits/day	May 1 through September 30
	1 visits/day	Dec. 15 through March 15
Miller Park	2 visits/day	May 1 through Oct. 19
	*4 visits/day	July 13,14,15 and Aug. 10,11,12
Southpark Ramp	2 visits/day	April 15 through November 15
Wilson Ramp	2 visits/day	April 15 through November 15
Alta Park	1 visits/day	2 times per week

Notes: One visit consists of maintenance to both men's and women's rooms.

Any seasonal restrooms will be locked overnight upon agreement between the contractor and the department.

The seasonal restrooms schedule may be extended in the spring or fall for one or more restroom facility depending upon the weather and at the direction of the department. Compensation will be based on pro-rating the in-season rate for that restroom.

***Owner reserves the right to accept Base Bid A or Base Bid B or both Base Bid A and B together.**

EXHIBIT C
PUBLIC RESTROOM CLEANING SPECIFICATIONS

GOAL: To always provide attractive, clean and sanitary restrooms for the public.

STANDARD: the public restrooms shall be cleaned for the public in such a manner as to be presentable, safe and sanitized and with no offensive odors. They shall always be stocked with toilet paper and hand soap during open restroom hours. The restrooms shall be cleaned according to a schedule presented by the department in Exhibit B.

MINIMUM CLEANING STANDARDS:

1. All restrooms equipped with panic bars shall have them secured when the building is open;
2. No restroom (men's, women's, family) shall be closed for cleaning for more than 15 minutes at each visit except for the cleaning prior to opening for the day to the public. The amount of cleaning time prior to opening for the day can be unlimited;
3. The contractor shall make him/herself available to accompany a department representative on inspections of the restrooms on a frequent basis;
4. Litter shall be picked up on each visit and trash containers emptied when ¼ full. Trash shall be removed by the contractor to department provided dumpster located at the Recreation Center. Trash and recycling containers and especially the receptacle doors shall be kept clean, sanitary and odor free;
5. Toilet paper dispensers, hand soap dispensers, sanitary napkin dispensers and baby changing table liners shall be checked on each visit and restocked as needed. Dispensers shall not run out between visits and during open hours;
6. The contractor shall sweep, mop, clean and sanitize floors at each initial cleaning of the day and thereafter as needed. Each time floors are cleaned fresh, hot water with adequate disinfectant will be used. Cleaning to keep corners on floors, floor drains, partitions, counters and fixtures shall get added attention and be cleaned on a daily basis;
7. All counters, sinks, urinals, toilets, hand dryers, door handles, baby changing tables, mirrors and partitions shall be cleaned and sanitized on each visit. Walls and doors shall be free of dirt and smudges. Partitions shall have no graffiti or dirt smudges. Mirrors shall be free of water spots and soap film. Urinals shall have no cigarette butts, tobacco or other objects in the drain areas. All toilet and urinal surfaces including bases, seats, bowls and water reservoirs shall be cleaned and sanitized on every visit;
8. Heater housings, vent grates, ledges, baseboard trim, ceilings and similar surfaces shall be cleaned once a day or, more often as needed, of accumulated dust, dirt, grime and debris;
9. Windows shall be cleaned inside and out once a week and more often as needed;
10. Water fountains shall be cleaned and sanitized on each visit. Lime and other mineral deposits from water fountains and other fixtures shall be removed weekly;
11. Wood surfaces shall be dusted once a day and polished once a week;
12. All stainless steel shall be polished once a day;
13. All grout lines shall be cleaned as needed;
14. Light fixtures shall be cleaned and dusted once per week;
15. Toilets that are stopped up shall be plunged by the contractor to unplug them;
16. Storerooms and supplies shall be kept neat and orderly at all times. Contractor is responsible to keep track of toilet paper and hand soap supplies and shall contact the department when supplies are running low and before they are completely gone;

17. The contractor shall twice a year (spring and fall) conduct extensive cleaning to restrooms using power washers, power floor cleaning equipment and cleaners as needed. Contractor shall clean and sanitize all grout lines, walls, floors and fixtures, strip floor coatings, clean and re-apply coatings as determined by staff;
18. Facility opening and closing hours shall be determined by the department;
19. The contractor or their representative shall report any damage, vandalism, non-working fixtures, needed repairs, unsafe conditions or any other problems to the department immediately upon discovery;
20. The contractor will furnish all cleaning tool and all cleaning supplies that meet janitorial industry standards for public restroom facility cleaning. The department shall furnish paper products and hand soap.
21. A cleaning log, Attachment 1, will be provided in the chase room of the following restrooms and will be completed with a date, time and initial for each visit: HomeRanch, East Deloney, Parking Garage, Snowking, Miller Park, Powderhorn Park, Synthetic Fields and Stadium restroom.