

RESOLUTION NO. 14-25

A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF GLADSTONE TO EXECUTE AN AGREEMENT WITH HI-GENE'S JANITORIAL SERVICE, INCORPORATED, FOR JANITORIAL SERVICES AT CITY HALL, THE PUBLIC WORKS BUILDING, FIRE STATIONS 1 AND 2, AND THE WATER TREATMENT PLANT FOR AN INITIAL ONE YEAR PERIOD WITH THREE OPTIONAL ONE YEAR EXTENSIONS IN THE AMOUNT OF \$40,176.00 PER YEAR.

WHEREAS, one sealed proposal was received and the proposal from Hi-Gene's Janitorial, Inc. was the lowest and best proposal received for the Janitorial Services at City Hall, 7010 North Holmes; the Public Works Building, 4000 Northeast 76th Street; Fire Station 1, 6118 N. Oak Trafficway, Fire Station 2, 6569 N. Prospect, and the Water Treatment Plant, 913 NW 44 Terrace, Gladstone, Missouri; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri be and he is hereby authorized to accept the proposal of Hi-Gene's Janitorial, Inc. for the Janitorial Services at City Hall, 7010 North Holmes; the Public Works Building, 4000 Northeast 76 Street, Fire Station 1, 6118 N. Oak Trafficway, Fire Station 2, 6569 N. Prospect, and the Water Treatment Plant, 913 NW 44 Terrace, Gladstone, Missouri, in the amount of \$40,176.00 per year.


FURTHER, funds in the total amount of \$40,176.00 are authorized as follows:

<u>General Fund</u>	\$38,876.00
(Services for City Hall, Public Safety, Public Works Facilities and Fire Stations)	
<u>Combined Waterworks and Sewerage System Fund</u>	<u>\$ 1,300.00</u>
(Services for the Water Treatment Plant)	
Total Contract	\$40,176.00

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 28TH DAY OF APRIL 2014.


J. Brian Hill, Mayor

ATTEST:


Ruth Bocchino, City Clerk

RESOLUTION NO. 14-26

A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF GLADSTONE TO EXECUTE AN AGREEMENT WITH HI-GENE'S JANITORIAL SERVICE, INCORPORATED, FOR JANITORIAL SERVICES AT THE GLADSTONE COMMUNITY CENTER FOR AN INITIAL ONE YEAR PERIOD WITH THREE OPTIONAL ONE YEAR EXTENSIONS IN THE AMOUNT OF \$68,328.00 PER YEAR.

WHEREAS, one sealed proposal was received and the proposal from Hi-Gene's Janitorial, Inc. was the lowest and best proposal received for the Janitorial Services at the Gladstone Community Center at 6901 N. Holmes, Gladstone, Missouri: and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri be and he is hereby authorized to accept the proposal of Hi-Gene's Janitorial, Inc. for the Janitorial Services at City Hall, 6901 N. Holmes, Gladstone, Missouri, in the amount of \$68,328.00 per year.

FURTHER, funds in the total amount of \$68,328.00 are authorized as follows:


<u>Community Center and Parks Tax Fund</u>	\$68,328.00
Total Contract	\$68,328.00

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 28TH DAY OF APRIL, 2014.



J. Brian Hill, Mayor


ATTEST:



Ruth Bocchino, City Clerk

Memo

To: Kirk Davis, City Manager
From: Sheila Lillis, Director of Parks & Recreation
Date: 4/18/2014
Re: Bid for Janitorial Service



Last year was the last possible extension of our janitorial contract with Hi-Genes Janitorial for contract cleaning of city facilities. Accordingly, we published a request for bids on March 27th. Nine vendors requested bid packets. Five vendors came for our required detail walk-through of the cleaning sites on April 4th. One vendor left before the mid-way through the tour citing another appointment. Cleaning sites covered by the new contract include:

- City Hall, 7010 N. Holmes (five days a week)
- Public Safety, 7010 N. Holmes (daily)
- Public Works, 4000 NE 76th St. (three days a week)
- Water Treatment Plant, 913 NW 44th Terrace (floors only)
- Station I, 6118 N. Oak (floors only)
- Station II, 6569 N. Prospect Ave (floors only)
- Gladstone Community Center, 6901 N. Holmes (seven days a week)

Only two vendors, Hi-Gene's Janitorial, Inc. and Citywide Maintenance Solutions, Inc. submitted bids on April 15th at the close of the bid period. Two vendors, who participated in the walk through, but did not bid, communicated by email that they would not submit a bid.

Please review attached bid tabulation sheet. Hi-Gene's Janitorial, Inc. is the low bidder by \$1675.75 monthly, which is annually \$20,109 less than the Citywide Maintenance Solutions, Inc. bid.

As mentioned in the departmental budget meeting, staff did issue a bid addendum asking for the amount of bid reduction that would occur if City Hall cleanings were performed three times a week and Public Safety cleanings were performed every

other day. The results of this addendum are shown on the attached bid tabulation and did not materially affect annual janitorial costs or change the outcome of net low bid.

Staff is pleased to recommend that Council accept the Hi-Gene's Janitorial, Inc. bid.

If you have any questions or concerns about this vendor selection please feel free to contact me.

2014 Janitorial Bid Tabulation

April 15, 2014 10:00 AM

Description	Hi-Gene's Janitorial, Inc.	Citywide Building Maintenance Solutions	Difference
City Hall, Public Works, Water Dept, Fire Stations	\$3,348.00 monthly (\$40,176 annually from General Fund)		
City Hall		\$3,316.05 monthly	
Public Works		\$533.15 monthly	
Station #1		\$75.00 monthly	
Station #2		\$75.00 monthly	
Water Treatment Plant		\$75.00 monthly	
Gladstone Community Center	\$5,694.00 monthly (\$68,328 annually from CCPT Fund)	\$6,643.55 monthly	
Monthly Totals	\$9,042.00 monthly	\$10,717.75 monthly	\$1,675.75
Annual Totals	\$108,504 annually	\$128,613 Annually	\$20,109.00
Gladstone Community Center-Event Hourly Rate	\$17.25 hourly	Did not bid	
Biohazard clean up	\$78.00 per occurrence	\$99.00 per occurrence	\$21.00

Summary of Addendum #1

Description	Hi-Gene's Janitorial, Inc.	Citywide Building Maintenance Solutions	Difference
Credits per Addendum #1			
Credit to reduce tasks in City Hall described originally as "daily" to three days a week-Monday, Wednesday, Fridays	\$258.00 monthly	\$223.61 monthly	\$34.39
Credit to reduce tasks in Public Safety described originally as "daily" to every other day	\$143.00 monthly	\$268.31 monthly	125.31
Total credits	\$401.00 monthly	\$491.92	\$90.92

RES. 14-25
14-26

MAINTENANCE AGREEMENT

THIS AGREEMENT made this 4-29-14 day of 2014, and effective the 1st day of July, 2014, by and between the City of Gladstone, 7010 North Holmes, Gladstone, Missouri 64118, as CLIENT and H. Genes Janitorial as CONTRACTOR.

WITNESSETH:

WHEREAS: CLIENT is desirous of the services of CONTRACTOR for the purpose of keeping the premises known as "Gladstone City Hall", "Gladstone Public Works", "Gladstone Fire Station Number 1", "Gladstone Water Department" and "Gladstone Community Center" properly cleaned as outlined, and;

WHEREAS: CONTRACTOR is in the business of providing maintenance and janitorial services under the trade name and style of H. Genes Janitorial and desires to contract and agree with CLIENT for the performance of said janitorial services to be further set out in this agreement.

NOW THEREFORE: In consideration of the faithful performance of the services hereinafter specified, in the manner and at the times specified, the compensation to be paid therefore and the mutual covenants and agreements of the parties hereafter set forth to be kept and performed and the mutual benefits to each of the parties therefore, it is hereby contracted and agreed as follows:

A. CONFIDENTIALITY:

1. The CONTRACTOR understands that while performing the services under this contract, Janitorial work will be performed in areas where confidential and proprietary information may be kept, including medical information and criminal records. Such areas, within City Hall, designated "Confidential Areas," include but are not limited to, the Gladstone Public Safety Department, Finance Department, Municipal Court, Human Resources Department, and Legal Department, and any other areas that may be designated by the CITY.

2. The CONTRACTOR will ensure that its personnel enter the offices and facilities of the Gladstone Public Safety Department and all other Confidential Areas only when and for as long as necessary to complete cleaning tasks within such areas. The CONTRACTOR will also ensure that none of its employees read or examine any materials located on or within any desk, table, file cabinet or other work area within City Hall, and that they will not open any files, desks, boxes, disk storage cases, or any other containers located within City Hall.

3. Further, in the event that the CONTRACTOR, its representatives or employees, inadvertently come in contact with any confidential information, the CONTRACTOR agrees not to use or further disclose such information to anyone. The CONTRACTOR shall be responsible for any disclosure or other misuse of any confidential information committed by any representatives or employees of the CONTRACTOR.

4. The CONTRACTOR further agrees to educate its personnel as to the importance of confidentiality with respect to the performance of this contract, and to maintain a strong

confidentiality policy applicable to all of its personnel who may be assigned to perform services within the Gladstone Public Safety Department, and all other Confidential Areas.

5. Any violations of this confidentiality provision shall be cause for immediate termination of this contract, without notice.

B. SCOPE OF SERVICES

Contractor agrees to supply services described and be bound by the terms and conditions set forth in scope of work attached hereto and made apart hereof and identified as Exhibit A-1, A-2, A-3, B-1, and C ("the Scope of Work"), provided, however, that in the event any terms or conditions of the Scope of Work conflict with this Contract, the terms and conditions of this Contract shall prevail. Contractor shall perform the services described in this Contract in a timely, diligent, and professional manner in accordance with recognized standards of the applicable industry or profession.

C. PERSONNEL

1. The CONTRACTOR shall comply with all federal, state, local laws, rules and regulations concerning the hiring and employment of its employees.

2. Contractor shall perform this contract as independent contractor and shall not be considered as agent of the City, or shall any of contractors employees or agents be considered an agent of the City.

3. When any employee of the CONTRACTOR conducts himself or herself in an improper, offensive, or disrespectful manner, or fails to observe the established standards of safety, cleanliness, neatness, and attire, or acts in a manner considered by the CITY as detrimental to the CITY premises or the public using the CITY premises, upon the written notification of the CITY, he or she shall not be allowed by the CONTRACTOR to work at any of the CITY premises set forth in this agreement.

4. Pursuant to 285.530 RSMo, effective January 1, 2009, the CONTRACTOR must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein. To assure compliance with these requirements, the CONTRACTOR shall (1) enroll and actively participate in a federal work authorization program; (2) provide a sworn affidavit with accompanying documentation to affirm its participation in such a program; and (3) provide a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien.

5. In addition to the requirements of paragraph B. 3. above, and on account of the allowance of access to secured areas of City Hall by employees of the CONTRACTOR, each prospective employee of the CONTRACTOR shall undergo a security investigation conducted by the Public Safety Department, before such employee is allowed on the premises to work. The CONTRACTOR shall make available to the Public Safety Department such necessary personal information of each employee - including full name, address, date of birth, Social Security number and fingerprints - as is requested by the Public Safety Department for purposes of its security investigation. The Public Safety Department shall be the final determiner of approval of

all employees of the CONTRACTOR through its security investigation process. THE CONTRACTOR SHALL NOT ALLOW ANY EMPLOYEE OR OTHER PERSON ON THE PREMISES OF CITY HALL THAT HAS NOT SUCCESSFULLY PASSED THIS SECURITY INVESTIGATION

Upon first entering into this Maintenance Agreement, the prospective employees of the CONTRACTOR shall undergo the security investigation provided for in this paragraph, and the CONTRACTOR shall not be allowed to commence work under this agreement until a sufficient number of employees have been approved by the Public Safety Department to enable the CONTRACTOR to perform the services required under this Agreement.

If the CONTRACTOR fails to provide a sufficient number of employees that have been approved by the Public Safety Department within two weeks after the award of the bid for this Agreement, the City shall have the absolute right to terminate this Agreement and seek the services of another CONTRACTOR.

D. EMPLOYEE COMPENSATION

1. All payroll taxes, Employer's Liability and Workers Compensation insurance and benefits required of the CONTRACTOR are the sole responsibility of the CONTRACTOR. The CONTRACTOR understands that an employee/employer relationship does not exist under this contract.

3. The CONTRACTOR shall provide the CITY with documentation acceptable to the CITY evidencing the CONTRACTOR'S compliance with the requirements of this paragraph.

E. INDEMNIFICATION OF CITY

Contractor shall indemnify and save harmless the City, its representatives, agents, and employees, from all suits, actions, liability, damages, expenses (including, but not limited to court costs and attorneys' fees), and demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any grossly negligent or intentional act or omission of Contractor, or contractor's employees, servants, agents, or permitted subcontractors. So much of the monies due or to be become due to Contractor under the Contract shall be retained by the City in such amount as may be reasonably considered necessary by the City until such suits or claims for damages have been settled or otherwise disposed of and satisfactory evidence to that effect has been furnished to the City.

F. DAMAGE TO PRIVATE PROPERTY

Contractor shall be responsible for any damage to private property caused by Contractor, its subcontractors, servants, agents or employees in the course of the performance of this Contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant, owner, or the City.

G. TERMINATION FOR CONVENIENCE

The City may terminate this Contract for convenience by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Contract is terminated by the City as provided in this section, Contractor will be paid for all work performed by Contractor prior to the date of termination.

H. TERMINATION FOR CAUSE

If, through any cause, Contractor fails to fulfill in a timely and proper manner its obligations under this Contract, or if Contractor violates any of the covenants, agreements or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Notwithstanding the above, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor.

I. ASSIGNMENT

This Agreement constitutes a personal service contract between the CITY and the CONTRACTOR. The CONTRACTOR shall not assign, transfer, convey or otherwise dispose of this Agreement or any rights or responsibilities thereunder, or of its right, title or interest in, or its power to execute such Agreement to any other persons, firm or corporation.

J. AMENDMENTS

This Agreement may be amended from time to time only by written agreement, duly authorized and executed by representatives of all parties hereto.

K. INVALID PROVISIONS

In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition, or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either the CITY or the CONTRACTOR in its respective rights and obligations contained in the valid covenants conditions and provisions of this Agreement.

L. HEADINGS

The headings of the several Articles and Sections of this Agreement are inserted only as a matter of convenience and for reference in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

M. SUCCESSORS AND ASSIGNS

All of the terms, provisions, covenants, stipulations, conditions and considerations of the Agreement shall extend to and bind the legal representatives and successors of the respective parties hereto.

N. SUBSTANCE ABUSE

1. The CONTRACTOR will not allow the unauthorized use, abuse, possession or sale of controlled substance or misuse of alcohol by any of its employees.

O. PERFORMANCE BY CONTRACTOR

1. The CONTRACTOR will not allow any type of workplace violence committed by or against its employees, and will prohibit its employees from making threats, carrying concealed weapons, or engaging in violent activities, while on CITY premises.

2. The CONTRACTOR will comply with all applicable immigration laws, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990.

3. The CONTRACTOR will comply with the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of physical or mental disability. In accordance with applicable federal and state law protecting qualified individuals with known disabilities, the CONTRACTOR will attempt to reasonably accommodate those individuals, unless doing so would create an undue hardship on the CONTRACTOR.

4. The CONTRACTOR shall assure that no person not employed by the CONTRACTOR and assigned to duties under this Agreement, will be admitted to City Hall by the CONTRACTOR or any of its employees.

P. GOVERNING LAW

This Contract is executed in the State of Missouri and shall be governed by Missouri law. Contractor, by execution of this Contract, consents to the jurisdiction of the Missouri state courts with respect to any dispute arising out of this Contract and further consents to venue in Clay County, Missouri.

Q. DESIGNEES

1. For the purpose of daily operations under the terms of the Agreement, the Director of Parks and Recreation shall act as the CITY'S designee. Any CITY actions, as specified in the Agreement, which cannot be legally so assigned shall be exercised solely by the City Manager.

2. The CONTRACTOR shall identify one of its officials or employees as its designee who shall be the CONTRACTOR'S primary contact person with the CITY and be responsible for the performance of the CONTRACTOR'S duties under this Agreement.

R. DISCRIMINATION

1. The CONTRACTOR will not on the grounds of race, sex, color, religion, age, disability or national origin discriminate or permit discrimination against any person or group of persons in any manner. The CONTRACTOR shall maintain a workplace that is free from any form of harassment because of race, color, religion, sex, age, national origin, disability or any other characteristic protected by law. The CONTRACTOR will prohibit retaliation or adverse employment action against any of their employees who exercises their rights under a harassment free workplace. The CITY hereby reserves the right to take such action as the United States Government may direct to enforce this covenant.
2. The CONTRACTOR agrees to refrain from any unlawful employment practices and to comply with all lawfully adopted regulations relating thereto.
3. The CONTRACTOR agrees to furnish service on a fair, equal and nondiscriminatory basis to all users thereof, and to charge fair, reasonable and nondiscriminatory prices for each unit of service.
4. The parties hereto understand and agree that the CITY may from time to time be required by the United States Government or its agencies, to adopt additional or amended provisions, including discrimination provisions, and the CONTRACTOR agrees that it will adopt any such requirements as a part of this Agreement.

S. INSURANCE REQUIREMENTS

The CONTRACTOR will provide general liability insurance for the term of the agreement which shall be as follow: Comprehensive Form General Liability with a broadening endorsement to include: For bodily injury and property damage must have combined single limit of \$2,000,000.00 per person and \$2,000,000.00 per occurrence. For Employers' Liability \$500,000 each employee, \$500,000 each accident and \$500,000 policy. The CONTRACTOR shall provide the CITY with a Certificate of Insurance naming the CITY as an additional insured on said policies prior to commencing services under this contract. Workers Compensation coverage must meet the Statutory Employers Liability (per accident) limit of \$100,000. All Coverage's shall be maintained in full force and effect during the full term of the Agreement.

T. INCORPORATION OF SERVICE SPECIFICATIONS AND SCHEDULE

1. The premises described in the attached specifications shall be serviced by CONTRACTOR as specified in "Exhibit A-1", "Exhibit A-2", "Exhibit A-3" "Exhibit B" and "Exhibit C" of the CONTRACTOR'S proposal to provide services, all of which are attached to and incorporated in this Maintenance Agreement.
2. The Specifications and Schedule of services under this Agreement may be amended by the parties by mutual agreement. Amendments must be in writing and signed by both parties. Properly adopted amendments shall become a part of this agreement.

U. PAYMENT

In consideration of the faithful performance by the CONTRACTOR of the duties hereunder, CLIENT agrees to pay CONTRACTOR the total sum of \$3348⁰⁰ per month for items in Exhibit A-1, A-2 and A-3 and the sum of \$5694⁰⁰ per month for Exhibit B-1. In addition the CLIENT agrees to pay the CONTRACTOR the total sum of \$78⁰⁰ per occurrence for special biohazard cleaning as outlined in Exhibit C.

V. TERM

This contract shall run from year to year with the beginning start date of July 1st 2014. Thereafter the contract may be terminated by either party by giving not less than ninety (90) days' notice in writing, prior to the next annual start date. This Agreement may be amended in writing prior to the next annual start date by mutual agreement of the parties provided that the amendment is agreed to not less than ninety (90) days prior to the next annual start date.

City of Gladstone

Vendor H. Genes Janitorial Service

BY: 

Kirk Davis

BY: 

Gwen Thomason

TITLE: City Manager

DATE: 4-30-14

DATE: 4/14/14

ATTEST: 

Ruth Bocchino, City Clerk

DATE: 4-30-14

