

City of Brisbane

Agenda Report

TO: Honorable Mayor and City Council

FROM: Director of Marina and Aquatic Services via the City Manager

DATE: Meeting of February 22, 2011

SUBJECT: Consider approval for new janitorial contract with Jan-Pro Cleaning Systems for the Community Pool.

RECOMMENDATION:

Approve the contract for janitorial services for the Community Pool with Jan-Pro Cleaning Systems and direct the Director of Marina and Aquatic Services to execute the contract on behalf of the City.

CITY COUNCIL GOALS:

3. To maintain and improve infrastructure.
10. To promote intergovernmental opportunities which enhance services and/or reduce cost of operations and services to city residents.
11. To develop management and fiscal systems to maximize effectiveness of city services and accountability to Brisbane taxpayers and citizens.

PURPOSE:

To continue to provide clean and safe facilities at the Community Pool for the public and staff at a comparable cost to the City.

BACKGROUND:

The City has contracted its janitorial services for the Community Pool with California Janitorial Exchange for several years. Unfortunately, California Janitorial Exchange has failed to perform under the scope of work in their contract for most of 2010. Staff continually addressed the lack of proper janitorial services to the company over a long period of time. That, and increased complaints from pool patrons regarding the lack of cleanliness has left us no choice but to terminate that contract effective February 28, 2011, and to re-bid for janitorial services. A request for proposals was sent to 20 qualified janitorial companies. There were seven bids returned, and one was disqualified for failing to submit the bid by the deadline.

These are the submitted bid proposals for year round service:

(1)	Jan-Pro Cleaning Systems of San Francisco	\$11,220.00
(2)	Maintenance Systems Management	\$11,315.00
(3)	Capital Contractors	\$12,000.00
(4)	Integrated Cleaning Solutions	\$14,600.00
(5)	Bay Contract Maintenance	\$21,504.00
(6)	American Empire Building	\$24,000.00

The recommended approval of the Jan-Pro contract would commence on March 1, 2011.

DISCUSSION:

The failure to perform to the contract specifications by California Janitorial Exchange is well documented with extensive issues throughout 2010 by the Pool Recreation Supervisor. The City Attorney reviewed those correspondences and verified that California Janitorial Exchange failed to perform per the terms of the contract.

The California Janitorial Exchange contract is terminated effective February 28, 2011. The City Attorney has also reviewed the Request for Proposal procedures for a new contract and the new proposed contract before you.

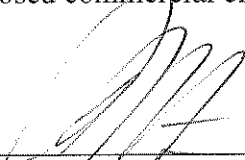
The other contracts that California Janitorial Exchange has with other City facilities will remain in effect.

FISCAL IMPACT:

The California Janitorial Exchange contract is \$10,800.00 per year. The award of the contract to Jan-Pro Cleaning Systems will cost an additional \$420.00 per year over the California Janitorial Exchange contract. However, the City paid for all of the perishable cleaning supplies under the old contract with California Janitorial Exchange and the new proposed Jan-Pro contract has Jan-Pro providing all cleaning supplies.

ATTACHMENTS:

Letter of termination to California Janitorial Exchange
Proposed commercial cleaning services contract with Jan-Pro Cleaning Systems



Director of Marina and Aquatic Services



City Manager

COMMERCIAL CLEANING



A commercial cleaning proposal prepared especially for:

**City of Brisbane
Brisbane Community Pool**

February 17, 2011

Submitted by:

Jan-Pro of San Francisco

Dave Meyer

650-259-9120

 **JAN-PRO**
CLEANING SYSTEMS
Measurable Cleaning. Guaranteed Results.™



Jan-Pro of San Francisco

1520 Gilbreth Road
Burlingame, CA 94010
Phone: 650-259-9120
Fax: 650-259-9975 • www.jan-pro.com/sf

359 Bel Marin Keys Blvd, #12
Novato, CA 94949
Phone: 415-382-1270

February 17, 2011

City Of Brisbane
Brisbane Community Pool
2 Solano Street
Brisbane, CA 94005

Dear Ms. Weidner,

It was a pleasure meeting with you to discuss the cleaning service requirements for your facility. Thank you for the opportunity to discuss your cleaning needs and to provide this proposal for you.

In our initial meeting, we identified the following areas of concern regarding your current cleaning program. JAN-PRO will ensure these areas receive the highest priority:

- Priority Area #1 Locker Rooms
- Priority Area #2 Office

There are a multitude of janitorial companies in our market, yet JAN-PRO consistently leads the industry in customer retention. Just one reason for that loyalty is our unique **JAN-PRO Guarantee™**. In this proposal, we will detail just what that guarantee means for you and explain how our quality assurance and cleaning processes make that guarantee possible.

JAN-PRO is looking forward to a successful business relationship with you for many years to come. If you have any further questions regarding this proposal, please contact me at your earliest convenience.

Sincerely,

Dave Meyer



Ranked #1 Fastest-Growing Franchise-2008, 2009 & 2010-Entrepreneur Franchise 500

JAN-PRO's Key Rankings for 2010 in Entrepreneur's annual Franchise 500:

- #11 Overall Franchise 500**
- #1 Fastest-Growing Franchise**
- #3 Low-Cost Franchise**
- #3 Homebased Franchise**





COMMERCIAL CLEANING

The JAN-PRO Way

JAN-PRO has developed an expertise in cleaning systems for commercial properties based on an understanding of their unique business needs.

- We understand that in business, keeping your facility well-maintained and exceptionally clean is extremely important to your image.
- JAN-PRO uses the very latest cleaning technologies to provide an unsurpassed level of clean—so every square foot of your business conveys quality and value.
- We combine this advanced technology with a rigorous cleaning schedule customized for your specific facility's needs. The result is a cleaning system designed to meet the highest expectations.
- Our focus is on providing you and your office a healthy work environment. This results in lower absenteeism, higher morale and increased productivity.
- Our franchisees – your cleaning team – are supported by a national company with a strong local presence. This provides you peace of mind knowing that whatever the cleaning challenge, Jan-Pro is up to the task.
- JAN-PRO's professional cleaning teams are lead by highly-trained business owners with a vested interest in delivering impeccable service. It's one of the things that sets JAN-PRO apart, and it's one of the things that allows us to offer a guarantee like no one else in the industry.

THE JAN-PRO GUARANTEE™

Nothing Like It in the Business

Every day nearly 10,000 JAN-PRO owner-operators across the country bring their clients the kind of quality service we not only promise, we guarantee. The JAN-PRO Guarantee™ is a reflection of the commitment that comes from the best training, equipment and measurable processes available.

JAN-PRO guarantees to complete all of its regularly scheduled cleaning commitments on time. JAN-PRO also guarantees to respond to, and promptly resolve, any specific issues within one business day. Should JAN-PRO fail to meet either of these obligations, a complimentary cleaning call will be scheduled.

JAN-PRO SIGNATURE CLEAN™

Training Makes the Difference



Jan-Pro's Signature Clean™ program is designed to provide you with customized, consistent cleaning delivered by trained business owners who are committed to your satisfaction.

Exemplary training is key to our ability to deliver this service to you. Our training program is a highly specific, regimented five-week program. The goal of the program is to create career cleaning professionals who are:

- Well versed in the latest and most effective "Green" cleaning technologies
- Attuned to the importance of the smallest detail
- Understand and comply with OSHA standards
- Have completed the Signature Clean™ certification program



Your Cleaning Team

As a result of our Signature Clean™ program you can expect the same reliable service time and time again from a professional cleaning team that you will get to know by name. Each Franchisee is an owner of their own Jan-Pro enterprise, financially vested in the satisfaction of each and every customer.

As part of the Jan-Pro Signature Clean™ team, each member will:

- Have a photo ID badge
- Wear a professional JAN-PRO uniform
- Be insured with Worker's Compensation, \$2 Million liability coverage and a \$50,000 janitorial bond.



**JAN-PRO**
CLEANING SYSTEMS
Jan-Pro
of San Francisco
1520 Gilbreth Road
Burlingame, CA
(650) 259-9120

Chuck Henderson
Authorized Franchisee
Owner

JAN-PRO TRACKER™

Measuring the State of Clean



JAN-PRO Tracker™ is our quality assurance process. We understand that consistent quality cleaning requires ongoing evaluations, and JAN-PRO Tracker™ is one of the reasons we consistently earn high satisfaction ratings from our customers.

Jan-Pro will have a Customer Service Manager assigned to your facility who will conduct regular physical inspections. Because your service manager's compensation is based on how satisfied you are with JAN-PRO services, s/he is fundamentally motivated to find and correct any cleaning service opportunities.

The JAN-PRO Tracker™ program is based on three key elements designed to ensure 100 percent customer satisfaction and consistent cleaning performance:

- Regimented and predetermined physical inspections using the JAN-PRO Tracker™ comprehensive checklist process.
- Regular customer service calls or web surveys to ensure you are completely satisfied with the quality of service you receive from JAN-PRO.



- Your monthly rating from our Communications Log Book, on a scale of 1-10.



JAN-PRO Tracker™ is implemented with the aid of a web-based CRM application designed specifically for Jan-Pro called **Lodestar**. It provides a powerful real-time platform to monitor, notify and analyze cleaning performance. All inspections and customer documents are automatically e-mailed to the customer to ensure that you are 'in the loop' on all issues.

JAN-PRO TECHNICIANS™

The Science of Clean

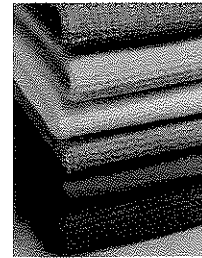


JAN-PRO is the industry leader in fusing technology into our cleaning processes. Research and development are ongoing to ensure our cleaning teams are incorporating the latest industry advancements to achieve the cleanest, healthiest environment. In addition, incorporating these technologies & processes can play an important role in helping your facility achieve LEED compliance.

Micro-fiber Technology

JAN-PRO has replaced conventional cleaning cloths with a micro-fiber system, which cleans greener and dryer while removing more dust contaminants. JAN-PRO uses a three color-coded Micro-fiber system, which virtually eliminates cross-contamination.

- Micro-fiber is 1/16 the size of a human hair and holds eight times its weight in water.
- The tiny fibers penetrate the microscopic pores of surfaces increasing cleaning quality and saving time in the process.
- Micro-fiber is positively charged and literally removes 100% of all dust particles.



Back Pack Vacuum Technology

Our back pack vacuums have a four-level filtration for exceptionally clean and healthy indoor air quality. These powerful vacuums:

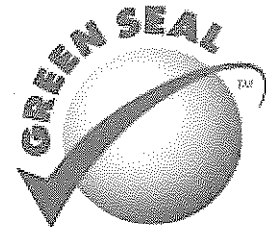
- Capture up to 99% of dust mites, pollen, viruses, bacteria, and chemical residue
- Leave less dust in your environment so there is less dust to collect on equipment and furniture
- Help reduce the risk of respiratory infection
- Create a healthier environment for your facility



Environmentally Safe Chemicals

Jan-Pro offers Green Select products, a colorless, odorless, and environmentally conscious line of cleaning chemicals. They are:

- Highly effective cleaning solutions
- Designed to meet environmental standards
- Comply with all OSHA standards and regulations



Hospital Grade Disinfectants

The objective of our cleaning process is not only to clean well, but also to clean for improved health. All JAN-PRO cleaning teams use hospital grade disinfectants.

YOUR CLEANING SCHEDULE

Working for You



JAN-PRO combines our vigorous cleaning and tracking procedures with a cleaning schedule customized for your specific needs. The following schedule has been specifically designed for Brisbane Community Pool.

CLEANING SCHEDULE

Service will be performed seven times a week from April 1st. to October 31st. and three times a week from November 1st. to March 31st. Service to begin at 8:00pm

Locker Rooms and Office

Regular Services

- Sweep and mop all hard floors and wipe down baseboards.
- Clean and remove smudges and stains from vending machines.
- Empty all waste containers and place trash in designated pick up areas. Janitors to replace plastic bags in waste basket and trash containers as required.
- Dust desk, chairs and office furniture with specially treated dust cloths. (*Papers and folders left on desk will not be move*).
- Spot clean door glass.
- Remove smudges from doors, door frames, light switches and counters.
- Clean and polish drinking fountains.
- Return furniture to neat and orderly position.
- Clean and disinfects locker room mats.
- Clean and disinfect all toilets.
- Clean and disinfect all sinks.
- Clean all mirrors.
- Secure all doors before departure.

Weekly Services

- Dust baseboards, ledges, and windowsills.
- Perform dusting of low reach areas.
- Dust all counters, shelves, bookcases, and filing cabinets.
- Spot clean office and locker room walls.
- Spot clean all wall switches and door facings.
- Clean entry door metal and thresholds.

Showers

- Shower tiles (all tiles) to be thoroughly disinfected nightly. Mold and algae removal no less than once a week. Lime applications applied to prevent soap build-up.

Monthly Services

- Brush down or vacuum wall and ceiling vents.
- Clean and disinfects telephones.
- Dust high reach areas and window blinds.

Additional Requirements

- Window cleaning will be performed upon request at an additional, mutually acceptable charge.
- Floor stripping and refinishing will be performed upon request at an additional, mutually acceptable charge.

Perishable goods (i.e. toilet paper, paper towels, seat covers, garbage liners, soap for dispenser) to be provided by Brisbane Community Pool.

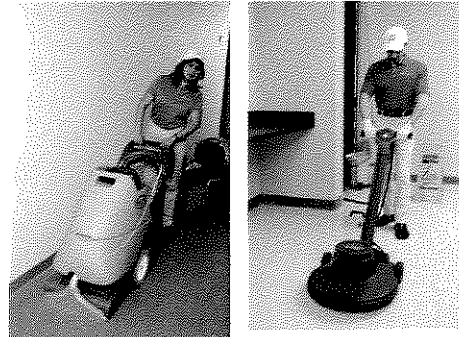
ADDITIONAL SERVICES QUOTED UPON REQUEST

CARPET

- Spot removal.
- Bonnet cleaning.
- Hot water extraction.
- Mat replacement.

HARD SURFACE FLOORS

- Burnishing.
- Top scrub and refinish (wax).
- Strip and refinish.



UPHOLSTERY AND WORKSTATIONS

- Vacuum partitions.
- Spot removal.
- Extraction cleaning.

WINDOWS

- Inside and/or outside of exterior windows, other than entry way glass.
- Window coverings.
- Awnings and canopies.

KITCHENS

- Interior of refrigerators, dishwashers and appliances other than microwave ovens.
- Interiors of cabinets.

LIGHTING

- Cleaning lights and light fixtures.
- Replacing bulbs.

EMERGENCY SERVICES

- Services available on request and as available.
- \$50/hour plus supplies and equipment. \$150 Minimum.

PROCUREMENT OF SUPPLIES

- Paper products
- Hand soap
- Trash can liners
- Dispensers and containers
- Other consumable supplies

Upon request, and for an additional charge, Jan-Pro will procure such supplies on Client's behalf. Once delivered, Client assumes responsibility for inventories of such supplies stored at the Client's location.

CLEANING AGREEMENT

CLIENT: Brisbane Community Pool

CLEANING LOCATION: 2 Solano Street
Burlingame, CA 94005

DESCRIPTION OF CLEANABLE AREA: Locker Rooms and Office

FREQUENCY: 7x a week from April 1st. to October 31st.
3x a week from November 1st. to March 31st.

START DATE: _____

PRICE – Regular Service: \$ 935.00 per month
Initial clean \$

NOTE: Pricing is valid for 30 days from the proposal date (February 17, 2011) unless specifically extended by Jan-Pro of San Francisco at its sole discretion.

PAYMENT TERMS: Billing occurs at the beginning of every month and is due by the 10th of the month.

HOLIDAYS (days not serviced): New Year's Labor Day
Service can be requested as per Jan-Pro of San Francisco's Holiday Policy. Memorial Day Thanksgiving
Independence Day Christmas Day

OTHER CONDITIONS:

By executing this Agreement, the parties agree to be bound by these terms and the conditions set forth in the accompanying Terms and Conditions.

CLIENT

JAN-PRO of San Francisco

By: _____

By: _____

Title: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

This Agreement, dated _____, 201_, is made between Phase Two Ventures, Inc. DBA **JAN-PRO CLEANING SYSTEMS OF SAN FRANCISCO, (JAN-PRO)** and **Brisbane Community Pool, ("CLIENT")** Both **JAN-PRO** and **CLIENT** agree that **JAN-PRO** will begin service on _____ with the following terms and conditions.

1. **CLIENT** agrees to contract **JAN-PRO** to perform cleaning services according to the outlined cleaning schedule enclosed.
2. This business contract agreement is obtained by **JAN-PRO** for the business benefit of a **JAN-PRO** Franchisee who hereby agrees to comply to the terms and conditions of this agreement. The Franchisee selected to service this **CLIENT** will be announced prior to the start date of service.
3. **JAN-PRO** Franchisee has successfully completed the **JAN-PRO** training program.
4. **CLIENT** agrees to verbally notify **JAN-PRO** of any non-performance prior to written notification
5. All six of the nationally recognized holidays have been taken into consideration during the calculation of this proposal.
6. **CLIENT** agrees that during the term of this agreement and within ninety (90) days after termination of this agreement, will not employ directly or indirectly any employees, agent representatives or Franchisees of **JAN-PRO**.
7. This agreement is for a term of one (1) year, and shall be automatically renewable on the anniversary date, with the same terms and conditions, unless either party shall give written notice of termination, at least thirty (30) days prior to said anniversary date. Otherwise, this agreement may be terminated for non- performance only, and the terminating party must give the other party written notice specifying in detail the nature of any defect in performance. The non-terminating party shall have thirty (30) days to cure, to the reasonable satisfaction of the terminating party. If satisfaction is not achieved at the end of the thirtieth (30) day, the terminating party shall notify the non-terminating party in writing of failure to cure, and the agreement shall terminated effective on the date of such notice. All written notices must be timely and via certified mail. The Cure Period shall not apply in the event of failure by **CLIENT** to make payment for services in accordance with the Payment Terms in the Cleaning Agreement. In such event, **JAN-PRO** will provide written notice of delinquency to **CLIENT**, and **CLIENT** shall have 10 days to remit all balances then outstanding, after which time **JAN-PRO** may, at its sole discretion, discontinue services without further notice. Termination shall not relieve **CLIENT** of its obligation to pay for services rendered up to and including the date of termination. In the event of termination by either party as a result of a default committed by the other party, the non-defaulting party shall be entitled to recover all costs and expenses, including attorneys fees, incurred by the non-defaulting party as well as any actual damages suffered by the non-defaulting party as a result of such default.
8. Invoices are sent out on the 1st of each month, with current payment due by the 10th of that month, delinquent by the 10th of the following month. A finance charge of 1.5% per month (min. \$15.00) will be assessed on all delinquent accounts.

Brisbane Community Pool
BY: _____

JAN-PRO
BY: _____

TITLE: _____

TITLE: _____



CITY OF BRISBANE
BRISBANE MARINA

400 Sierra Point Parkway
Brisbane, California 94005-1898
(650) 583-6975
Fax (650) 583-6978
www.ci.brisbane.ca.us

January 20, 2011

California Janitorial Exchange
Mr. James Masi
625 San Pablo Avenue
Albany, CA 94706

Dear Mr. Masi,

This is to notify you that the City will be terminating the cleaning contract with California Janitorial Exchange and the Brisbane Community Pool, 2 Solano Street, Brisbane CA, 94005, effective February 28, 2011.

Per the contract agreement, "City of Brisbane may terminate this agreement for cause prior to the expiration of its term if California Janitorial Exchange fails to provide the required services. Such termination shall require a thirty (30) day written notice which demonstrates clear breach of the terms of this agreement by California Janitorial Exchange."

During the past year, Recreational Supervisor Julie Weidner had addressed to both you and Oscar, the lack of acceptable cleanliness of the pool's locker rooms, the floors, her office, failure to fill the toilet paper and other unresolved issues.

I have had patrons complain to me directly about the lack of cleanliness after your crew had left.

Given the numerous e-mails and calls from Recreation Supervisor Weidner over the past year, are many examples of California Janitorial Exchange consistently failing to perform, which leaves me no choice but to exercise our clause in the contract to terminate it with the proper 30 days notice.

So please be advised that the contract between California Janitorial Exchange and the City of Brisbane will terminate on February 28, 2011.

After that date, please return all access keys to the Community Pool directly to Recreational Supervisor Julie Weidner.

Thank you.

Sincerely,

Ted Warburton
Director of Marina & Aquatic Services

cc: Hal Toppel, City Attorney

