



Board of County Commissioners - Staff Report

Meeting Date: May 5th, 2020

Presenter: Rachel Grimes, Fair Manager

Submitting Dept: General Services – Fair & Fairgrounds **Subject:** *REVISED* 2020 Fair Cleaning Contract

Statement / Purpose:

Consideration of a contract to support the 2020 Teton County Fair cleaning needs.

Background / Description (Pros & Cons):

An advertisement for the 2020 cleaning contract ran in the JH News & Guide on February 12th and 19th. The invitation to bid and bid documents were also posted on www.publicpurchase.com throughout that time. The invitation to bid closed on Wednesday 2/26. We received one bid from Margarito Tzompa, TM Commercial Cleaning, for the Fair Cleaning Contract. The bid total is \$23,104.40 and is a \$104.40 increase from last year's bid. The Fair Board reviewed the bid at their regular monthly meeting on March 9th and recommend approval by the Board of County Commissioners. These reductions impact the scope of work and original bid amount from the submitting contractor described above. The contractor was notified of these possible cuts after the April 7th meeting and asked if they would provide a reduced bid. The contractor arrived at a reduced bid price of \$20,793.96. This is a savings of \$2,310.44.

The BCC approved a contract at the April 21st meeting. However, it was discovered that the contract amount was wrong. This corrects the amounts that were originally approved on April 21st.

Stakeholder Analysis & Involvement:

Hiring this contractor to provide the 2020 Teton County Fair cleaning contract will ensure a safe, fun and clean environment that will benefit Teton County residents and visitors.

Fiscal Impact:

Funds have been requested for the original bid amount of \$23,104.40 in the budget item #32-4-032-900-003 (Fair Contracts & Services) for FY2021. The contract is being reduced to \$20,793.96.

Staff Impact:

Staff has worked with this contractor for several years during fair, as well as past year-round cleaning of all the facilities on the Fairgrounds. Hiring TM Commerical Cleaning will benefit staff and allow peace of mind that the fairgrounds and all events will be safe, clean and secure.

Legal Review:

Gingery

Staff Input / Recommendation:

Staff recommends approval of this contract.

Attachments:

Contract

Scope of Work



Board of County Commissioners - Staff Report

Suggested Motion:

I move to award TM Commerical Cleaning, LLC the 2020 Fair cleaning contract and enter into contract with TM Commercial Cleaning, LLC in the amount of \$20,793.96.



CONTRACT FOR SERVICES AGREEMENT
CLEANING NEEDS OF THE TETON COUNTY FAIR

CONTRACT FOR SERVICES AGREEMENT made effective the 5th day of May of 2020 by and between **TETON COUNTY, WYOMING**, hereinafter referred to as "County" and **TM Commercial Cleaning, LLC**, hereinafter referred to as "Contractor."

1. **ENGAGEMENT OF SERVICES.** County hereby hires and engages Contractor as an independent contractor and subject to the remaining terms and conditions of this agreement, and Contractor, by execution hereof, hereby accepts such appointment and agrees to comply with the terms and perform all the conditions herein.
2. **TERM.** The term of this agreement shall commence July 15, 2020 and shall terminate on July 29, 2020, unless sooner terminated by either party.
3. **COMPENSATION.** County agrees to pay Contractor, as full compensation for all services provided hereunder, compensation in the amounts and based upon the schedules shown on **Scope of Work** attached hereto and made a part hereof. Notwithstanding the foregoing, unless specifically agreed to in writing by County, Contractor shall not receive compensation in excess of **\$20,793.96**. The amount of compensation shall not vary in any way whatsoever as a result of the time of day the services are performed. Contractor shall present appropriate invoices to the County once each month based on the attached payment schedule. Invoices shall be substantiated by progress to date. The County shall, unless otherwise agreed upon, pay said compensation within thirty (30) days of receipt of voucher. County may examine all records and accounts of 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.
4. **WORK.** The work agreed to be performed by Contractor hereunder shall generally be described as: cleaning needs of the Teton County Fair and as more fully set forth on the **Scope of Work** attached hereto and made a part hereof. Unless otherwise agreed to, the hours during which said services are performed shall be solely within the discretion of Contractor.
5. **RELATIONSHIP OF PARTIES.** The parties to this agreement intend that the relationship 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 the time at which it is performed are under the sole control of 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 it should later be determined that Contractor's relationship to County is otherwise than stated here. Any sums paid to Contractor in excess of those so adjusted shall be repaid by Contractor immediately.

6. ASSIGNMENT. This agreement may not be assigned by Contractor nor subcontracted nor may the services be performed by any entity other than Contractor without the prior written consent of County.

7. INDEMNITY & INSURANCE. Contractor agrees to indemnify and hold County harmless from any and all claims, damages, costs, liability or expenses (including attorneys fees) arising out of the performance of the work. Contractor will provide County with a copy of a valid insurance certificate valued with a minimum of \$1,000,000 for the **Scope of Work** agreed to. Contractor shall act at all times in a safe manner. Under the influence of alcohol or drugs during work performance will be cause for immediate termination.

8. TERMINATION. Either party may terminate this agreement upon written notice to the other party; provided, however, that all compensation earned or costs incurred prior to such termination shall be payable to Contractor. Written notice shall be served upon the other party by United States certified mail, postage prepaid, and shall be deemed to be given when mailed to the other party at the address listed for that party listed in this Agreement.

9. ENTIRE AGREEMENT. This instrument together with the 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.

10. LAWS OF WYOMING. The laws of the State of Wyoming shall apply to the enforcement of this agreement. Any dispute or lawsuit with regard to this agreement shall be resolved using Wyoming law.

11. ATTORNEY'S FEES. In the event that any party shall become in default or breach any terms of this Agreement, such defaulting party or breaching party shall pay all reasonable attorney's fees and other expenses which the non-breaching or non-defaulting party may incur in enforcing this Agreement with or without suit.

12. WAIVER. The waiver by either party of any breach of any term or condition herein contained shall not be deemed to be a waiver of such term or condition herein contained. No term or condition of this Agreement shall be deemed to have been waived by the parties, unless such waiver be in writing.

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

TETON COUNTY, WYOMING

Natalia Macker, Chairwoman
Teton County Board of County Commissioners

Date

Attest:

Sherry Daigle,
Teton County Clerk

Contractor

TM Commercial Cleaning Representative
Margarito Tzompa

Date

2020 Teton County Fair Cleaning Contract Scope of Work



Responsibilities of the Cleaning Contractor during the Teton County Fair include, but are not limited to:

- Cleaning duties to begin at 7:00 AM on Wednesday July 15 through approximately Wednesday July 29, 2019 at 5:00 PM.
- Must have at least two (2) people available on the Fairgrounds from 6:00 AM to 12:00 AM to handle general cleaning as needed. Must have at least four (4) additional people, for a minimum of six (6) people, on grounds from 8:00 AM to 8:00 PM on Thursday July 23rd through Sunday July 26. It is highly recommended to have at least two (2) separate or additional people to help with the "overnight shift" to clean up after the night events. *These are minimum requirements; extra personnel will most likely be needed throughout the week.*
- Duties will begin on Wednesday July 15 and will include preparing the grounds for the upcoming week; cleaning the Exhibit Hall before and after the construction crew gets everything setup and torn down, setting out the garbage cans, cleaning all bathrooms, cleaning bleachers, cleaning the crow's nest (when not occupied by the Horse Show Committee), organizing supply closet, etc.
- General cleaning does include miscellaneous cleaning items such as overflowing toilets, vomit, or dog poop in high traffic areas.
- Daily cleaning of the Fairgrounds, including all grounds, parking lots, and buildings.
- Garbage pick-up and disposal to be checked on an hourly basis. Garbage cans will be emptied when they are 75% full, so they are never overflowing. (Rubbish removal from the fairgrounds will be provided by another entity).
- Clean and maintain all on-grounds lavatory and restroom facilities. Responsible for making sure that all paper products (toilet paper, paper towel, etc.) are fully stocked every day. Bathrooms are to be checked on an hourly basis. Supplies may be ordered from High Country Linen and may be charged to the Teton County Fair.
- Trash shall be picked up on each visit. Trash containers will be emptied when 75% full.
- Toilet paper dispensers and hand soap dispensers shall be checked on each visit.
- Contractor shall sweep, mop, clean and sanitize floors a minimum of twice daily. Each time the floors are cleaned fresh, hot water with adequate disinfectant will be used.
- All counters, sinks, urinals, toilets, hand-dryers, doors handles shall be cleaned and sanitized on each visit. Stainless steel should be polished on a daily basis. Walls and doors should be free of smears and smudges. Partition should have no graffiti or dirt smudges. Mirrors should be free of water spots and soap film. Urinals should have no cigarette butts, tobacco or other objects in the drain areas. All toilet and urinal surfaces including bases, seats, bowls and water reservoirs should be cleaned and sanitized on every visit.
- Water fountains shall be cleaned and sanitized at least twice daily. All fountain surfaces shall be cleaned more often if needed.
- Minor plumbing problems shall be completed as needed when they occur. Toilets that are stopped up shall be plunged to unplug them.

Formatted: Superscript

Deleted: Wednesday July 22

- Routine cleaning of the Exhibit Hall daily by 8:30 AM and starting Thursday July 16. This includes wiping down all surfaces, cleaning the restrooms, restocking paper products and soaps, sweeping and mopping the floor.
- On Sunday night July 19, Monday night July 20, and Tuesday night July 21 the Exhibit Hall floor will need to be cleaned. On Wednesday night July 22, the Exhibit Hall floor will need to be swept and mopped.
- Wednesday July 22, after open Exhibit judging is done, tables and chairs should be wiped down, stacked and put away. Coordinate with Fair Staff for a specific time.
- Dust and mop Fair Office reception area and clean Fair Office bathroom daily by 7:00 AM.
- Clean the grandstands, all bleachers, crow's nest and behind the chutes daily at least two hours prior to main events and after main events. These areas need to be checked once every two hours.
- Clean the arena areas (this includes IN and AROUND the Rodeo Arena, Heritage Arena, Fair Office, and the Grassy Arena) at least twice daily. Pick up trash, empty all trash cans and power wash the grandstands with water after each night event. Night events run Wednesday July 22 through Sunday July 26 (except Wednesday July 22 event will be held in the Grassy Arena). They must be cleaned and ready for use by 6:00 AM each morning.

Wednesday July 22:

- The Grassy Arena will need to be cleaned of livestock manure and trash prior to 5:00 PM on Wednesday July 22nd when the carnival starts and the vendors open. Designate at least one (1) person to keep the Vendor/Big Top area clean consistently. Pick up trash and debris, empty all trash cans and wipe down the picnic tables on an hourly basis between 11:00 AM and 8:00 PM
- Clean with water and sweep all portable bleachers nightly. These include those bleachers that are set up in the Heritage Arena, Big Top Tent, Grassy Arena, and in the Exhibit Hall parking lot and around the grounds in general. Bleachers must be cleaned and ready for use by 6:00 AM each morning.
- Contractor or their representatives shall report any damage, vandalism, non-working fixtures, needed repairs, unsafe conditions or any other problems to the Fair Board immediately upon discovery. Any other cleaning as requested by the Fair Board or Fair Office Staff.

Deleted:

Formatted: Superscript

Deleted: the event concert

Deleted: After the concert, the Grassy Arena, Lion's Tent and surrounding parking lot will need to be cleared of trash, trash cans emptied, and any glass picked up prior to events scheduled the following day. ¶

Saturday, July 25 and Sunday, July 26:

- The baseball field will need to be cleaned of livestock manure and trash prior to the event. After the event, the baseball field, Lion's Tent and surrounding parking lot will need to be cleared of trash, trash cans emptied, and any glass picked up prior to events scheduled the following day.

Responsibilities of the Cleaning Contractor during the Teton County Fair take-down include, but not limited to:

- Do a final deep cleaning on the grandstands, bleachers/power wash, crow's nest, Heritage Arena, and behind the chutes by 2:00 PM on Wednesday July 29.
- Clean up all straw, hay and manure from tennis court, grassy area, Exhibit Hall parking lot, and grass along Snow King Avenue by Wednesday July 29.
- Must leave clean liners in the empty garbage cans for Wednesday July 29 JH Rodeo.
- Clean ticket booths before Wednesday July 29.
- Rake up and dispose of all sawdust from Heritage Arena once the pens are down.
- Make sure all grounds are cleaned of all garbage, debris, cigarettes butts, beer cups, shavings, dog messes, etc. prior to leaving grounds on Wednesday July 29.

- Once construction crew is out of the Exhibit Hall, it will need to be deep cleaned and floors need to be deep cleaned (thoroughly swept and mopped).
- All tables and chairs need to be wiped down/hosed and stacked neatly back on their respective carts to be stored in the Exhibit Hall and bully barn.
- Must be present during post-Fair walk through (mutually agreed upon time to be determined).
- ANY other cleaning as requested by the Fair Board and Fair Office Staff.

Cleaning Contractor must also:

- Be responsible for cleaning the Fairgrounds themselves. Any sub-contractor must be approved by the Teton County Fair Board in writing.
- Be responsible for their own employees, taxes, medical insurance and/or worker's compensation coverage.
- Contractor will provide own cleaning equipment and transportation. Teton County Fair will supply cleaning supplies, toilet paper, paper towels and soap for dispensers, etc.
- Obtain and keep in force until completion of the "project", including set up and tear down, a commercial general liability insurance contract with liability limits equal to or greater than \$1,000,000 each occurrence. The contractor shall provide a certificate of insurance to the Teton County Fair Board evidencing such coverage within ten days of the signed contract. Such contractor shall name Teton County as 'Additional Insured.'

All proposals must include a breakdown of expenses, etc. as to how the proposal price was arrived at. Any proposals submitted without the breakdown will not be considered by the Teton County Fair Board.

All bidders are to be insured, carrying no less than \$1,000,000 in liability insurance and must name Teton County as an additional insured. Proof of insurance will be required at the time the contract is signed.

If interested, please submit a written sealed proposal to the Teton County Fair Board by 1:00 PM on Wednesday February 26, 2020. Mail to PO Box 3075, Jackson WY 83001 or hand deliver to 305 W. Snow King Avenue.