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RESOLUTION NO. 09-72

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CLEANING SERVICES AT THE VILLAGE OF PALMETTO BAY, VILLAGE HALL MUNICIPAL OFFICES; AUTHORIZING THE VILLAGE MANAGER TO RENEW THE CONTRACT WITH KELLY JANITORIAL SYSTEMS, INC. TO CONTINUE PROVIDING CLEANING SERVICES AT VILLAGE HALL MUNICIPAL OFFICES; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$22,654.32; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, A competitive bid process was followed for cleaning services at Village Hall with the issuance of Invitation Bid No. 08-001 on March 27, 2008. Kelly Janitorial Systems, Inc. was the lowest most inclusive and responsible bid; and,

WHEREAS, Kelly Janitorial Systems, Inc. was contracted per resolution No. 08-45 dated June 2nd, 2008 to provide cleaning services at Village Hall Municipal Offices; and,

WHEREAS, In accordance with Attachment "B" Maintenance Service Contract, Section 2(B) titled "Term of Contract," the Village may renew the contract for two (2) additional terms of one (1) year upon the same terms, pricing and conditions; and,

WHEREAS, The Village of Palmetto Bay administration desires to renew the contract with Kelly Janitorial Systems, Inc. to continue providing cleaning services at the Village of Palmetto Bay, Village Hall Municipal Offices; and,

WHEREAS, At this time, the administration is requesting authorization to exhaust the final one (1) year renewal option of the existing contract with Kelly Janitorial Services, Inc. to continue providing cleaning services at the Village of Palmetto Bay Municipal Offices in fiscal year 2009-2010; and,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1: The Village Manager is authorized to enter into an agreement with Kelly Janitorial Systems, Inc. regarding cleaning services at Village Hall Municipal Offices for Fiscal Year 2009-2010 in an amount not to exceed \$22,654.32.

Section 2: This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 14th day of September, 2009.

**REQUEST FOR PROP AL 08-001
CLEANING SERVICES AT VILLAGE HALL MUNICIPAL OFFICES AND COMMON
USE AREAS**

ATTACHMENT "B"

MAINTENANCE SERVICES CONTRACT

THIS CONTRACT is made and entered into this 13 day of June, 08 between the **VILLAGE OF PALMETTO BAY, FLORIDA ("VILLAGE")** a Florida municipal corporation, located at 8950 Southwest 152nd Street, Palmetto Bay, Florida 33157 ("Village") and Kelly Janitorial Systems, Inc. (CONTRACTOR) a corporation, located at 2130 SW 94 Ct ; Miami, FL 33165 effective 06/16/08.

1. WORK BY CONTRACTOR

The Contractor shall perform the work described in the Scope of work, which is attached as Attachment A and by this reference is incorporated herein.

2. TERM OF CONTRACT

- A. The term of this Contract shall be from June 16, 2008 to September 30, 2008
- B. Prior to the expiration of the term of this Contract or any renewals or extensions thereof the Village may, in its sole discretion, renew the Contract for two (2) additional terms of one (1) year upon the same terms, pricing, and conditions.

3. PAYMENT

A. The Village shall pay the Contractor for such services: (Check One)

- Hourly: _____ per hour, but not more than a total of _____.
- Fixed Monthly Sum: A total amount of: 1,887.86 ^{LF}, to be paid per invoice schedule.
- Other: Hourly labor for all work performed and expenses incurred under this contract, not to exceed contract pricing.

B. The Contractor shall maintain time and expense records, report them to the Village monthly and shall submit invoices to the Village monthly for payment for work performed to the date of the invoice. Invoices shall be in a format acceptable to the Village.

C. The Village shall pay all invoices from the Contractor by mailing a Village warrant within 30 days of receipt of a properly completed invoice.

D. All records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the Village for a period of three (3) years after final payment: Copies shall be made available to the Village upon request.

E. If during the course of the Contract, the work performed does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the work to comply with the Contract requirements and the Village shall have the right to withhold payment for such work until it meets the requirements of the Contract.

**REQUEST FOR PROPOSAL 1L 08-001
CLEANING SERVICES AT VILLAGE HALL MUNICIPAL OFFICES AND COMMON
USE AREAS**

4. RESPONSIBILITY OF CONTRACTOR

A. Safety. The Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor shall erect and properly maintain at all time, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or unusual hazards.

B. Warranty. The Contractor shall be responsible for correcting any deficiencies and for completing all the work as described in Exhibit A. Where deficiencies or failure to appear or perform would cause delay or lack of service to the Village, the Village may elect to recover liquidated damages as specified in Attachment A.

C. Nondiscrimination/Equal Protection. The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, religion, creed, color, national origin, marital status, gender, age or handicap, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor setting forth the provisions of this nondiscrimination clause.

D. Employment. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the Village. Any and all claims that may arise under the Workers Compensation Act on behalf of said employees, while so engaged, and all claims made by a third party as a consequence of any negligent act or omission of the part of the Contractor's employees, while so engaged in any of the work or services provided for or rendered herein, shall be the obligation of the Contractor and not of the Village.

5. COMPLIANCE WITH LAWS

A. The Contractor shall comply with all federal, state and local regulations and ordinances applicable to the work to be done under this Contract.

B. Any violation of the provisions of this Paragraph 5 shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the Village, in whole or in part, and may result in ineligibility for further work for the Village.

6. TERMINATION OF CONTRACT

A. The Village may terminate this Contract and take possession of the premises and finish the work by whatever methods it may deem expedient, by giving 10 days written notice to the Contractor.

B. In the event this Contract is terminated by the Village, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in Attachment A is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under this contract exceeds the expense incurred by the Village in finishing the work, and all damages sustained by the Village or which may be sustained by reason of such refusal, neglect, failure or

**REQUEST FOR PROPOSAL 1L 08-001
CLEANING SERVICES AT VILLAGE HALL MUNICIPAL OFFICES AND COMMON
USE AREAS**

discontinuance of employment, such excess shall be paid by the Village to the Contractor. If the Village's expense and damages exceed the unpaid balance, the Contractor and its surety shall be jointly and severally liable therefore to the Village and shall pay such difference to the Village. Such expense and damages shall include all legal costs incurred by the Village to protect the rights and interests of the Village under the Contract, provided such legal costs shall be reasonable.

7. OWNERSHIP OF DOCUMENTS

A. On payment to the Contractor by the Village of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the Village under this Contract shall become the property of the Village and shall be forwarded to the Village upon its request.

B. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the Village or by court order.

8. CLAIMS

Any claim against the Village for damages, expenses, costs or extras arising out of the performance of this Contract must be made in writing to the Village within thirty (30) days after the discovery of such damage, expense or loss, and in no event later than the time of approval by the Village for final payment. The Contractor, upon making application for final payment, shall be deemed to have waived its right to claim for any other damages for which a claim has not been made, unless such application for final payment includes notice of additional claim and fully describes such claim.

9. GENERAL ADMINISTRATION AND MANAGEMENT

The Director of the Public Works Department or his/her designee shall have primary responsibility for the Village under this Contract and shall oversee and approve all work to be performed, coordinate communications, and review and approve all invoices, under this Contract.

10. INDEMNIFICATION

The Village shall not be held liable or responsible for any claims, which may result from acts, errors or omissions of the Contractor or its Subcontractors, suppliers or laborers. In reviewing, approving or rejecting any submissions or acts of the Contractor, the Village in no way assumes responsibility or liability for the acts, errors or omissions of the Contractor or Subcontractors.

11. INSURANCE

The Contractor shall maintain insurance as set forth in Section 1.20 Liability, Insurance, Licenses and Permits.

**REQUEST FOR PROPOSAL L 08-001
CLEANING SERVICES AT VILLAGE HALL MUNICIPAL OFFICES AND COMMON
USE AREAS**

12. SUBLETTING OR ASSIGNING OF CONTRACTS

Neither the Village nor the Contractor shall assign, transfer, or encumber any rights, duties or interest accruing from this Contract without the express prior written consent of the other.

13. INDEPENDENT CONTRACTOR

The Contractor is and shall be at all times during the term of this Contract an independent contractor and not an employee of the Village.

14. EXTENT OF CONTRACT/MODIFICATION

This Contract, together with the attachments and/or addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified or added to only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of 06/13/2008

CONTRACTOR

By: *Luisa Alonso*
Printed Name: LUISA ALONSO
Title: President

Address: 2130 SW 94th
City/State/ZIP: MIAMI, FL 33165
Tax ID #: 65-0779578

VILLAGE OF PALMETTO BAY:

By: *Ron E. Williams*
Printed Name: Ron E. Williams
Title: Village Manager

Village Manager

Approved as to form:
By: *[Signature]*
Village Attorney

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RESOLUTION NO. 08-45

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CLEANING SERVICES AT THE VILLAGE OF PALMETTO BAY, VILLAGE HALL MUNICIPAL OFFICES; APPROVING THE SELECTION OF KELLY JANITORIAL SYSTEMS, INC. TO PROVIDE CLEANING SERVICES AT VILLAGE HALL MUNICIPAL OFFICES; AUTHORIZING THE VILLAGE MANAGER TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$6,535.58; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay administration desires to enter into an agreement with a contractor to continue providing cleaning services at the Village of Palmetto Bay, Village Hall Municipal Offices; and,

WHEREAS, the contract will be contemplated until the end of Fiscal Year 2007-2008 at which time the contract may be renewed for an additional one (1) year, under the same terms and conditions of the current contract; and,

WHEREAS, a competitive bid process was followed for this service with the issuance of Invitation Bid No. 08-001 on March 27, 2008; and,

WHEREAS, after a thorough analysis of the responses, Village Administration decided that Kelly Janitorial Systems, Inc. was the lowest most responsible and responsive bid; and,

WHEREAS, the Administration recommends that it is in the best interest of the Village to establish a contract with Kelly Janitorial Systems, Inc., which submitted the lowest responsive and responsible bid to provide the requested cleaning services; and,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1: The Village Manager is authorized to enter into an agreement with Kelly Janitorial Systems, Inc. regarding cleaning services at Village Hall Municipal Offices for the term commencing June 16th, 2008 and ending September 30th, 2008 in an amount not to exceed \$6,535.58.

Section 2: This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 2nd day of June, 2008.

1 ATTEST:

2 Meighan Rader
3 Meighan Rader
4 Village Clerk

5 Eugene P. Flinn Jr.
6 Eugene P. Flinn Jr.
7 Mayor

8 READ AND APPROVED AS TO FORM:

9 Eve Boutsis
10 Eve Boutsis
11 Village Attorney

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16 FINAL VOTE AT ADOPTION:

17 Council Member Ed Feller	<u>YES</u>
18 Council Member Paul Neidhart	<u>YES</u>
19 Council Member Shelley Stanczyk	<u>YES</u>
20 Vice-Mayor Linda Robinson	<u>YES</u>
21 Mayor Eugene P. Flinn Jr.	<u>YES</u>