RESOLUTION NO. 13-09-65

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PROFESSIONAL SERVICES AGREEMENT FOR JANITORIAL SERVICES FOR VILLAGE ADMINISTRATIVE OFFICES BETWEEN MIAMI JANITORIAL SUPPLIES, INC. AND ISLAMORADA, VILLAGE OF ISLANDS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROFESSIONAL SERVICES AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the “Village”) issued an Invitation to Bid for Janitorial Services for Village Administrative Offices on July 17, 2013; and

WHEREAS, the Village received three submittals to the Invitation to Bid by the submittal date of August 21, 2013; and

WHEREAS, Village staff reviewed each submittal for responsiveness to required information and documentation, evidence of qualifications and cost proposal; and

WHEREAS, the documentation provided by the lowest responsive and responsible bidder, Miami Janitorial Supplies, Inc., was verified, a reference check was completed and Village staff recommended the Village Manager select Miami Janitorial Supplies, Inc. (the “Contractor”) to provide Janitorial Services for the Village Administration Offices; and

WHEREAS, Village staff prepared the Professional Services Agreement (the “Agreement”) attached hereto as Exhibit 1; and

WHEREAS, the intent of the Agreement is to provide Janitorial Services for the Village Administrative Offices (the “Services”); and

WHEREAS, the Contractor has agreed to provide the services described in the Agreement at the schedule required and for the compensation set forth in the Agreement; and
WHEREAS, the Village Council finds that approval of the Agreement for Janitorial Services is in the best interest of the Village.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Agreement. The Agreement for Janitorial Services for Village Administrative Offices, a copy of which is attached as Exhibit 1, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, is approved.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village’s Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 5. Execution of Agreement. The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.
Motion to adopt by Councilman Dave Purdo, second by Councilwoman Deb Gillis.

FINAL VOTE AT ADOPTION
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

Mayor Ken Philipson                                YES
Vice Mayor Ted Blackburn                           YES
Councilman Mike Forster                            YES
Councilwoman Deb Gillis                            YES
Councilman Dave Purdo                              YES

PASSED AND ADOPTED this 12th day of September, 2013.

KEN PHILIPSON, MAYOR

ATTEST:

VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

VILLAGE ATTORNEY
PROFESSIONAL SERVICES AGREEMENT BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
MIAMI JANITORIAL SUPPLIES, INC.

THIS AGREEMENT is made between MIAMI JANITORIAL SUPPLIES, INC., a Florida corporation, (hereinafter the “Contractor”), and the Village Council of ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, a Florida municipal corporation, (hereinafter the “Village”).

WHEREAS, the Contractor and the Village, through mutual negotiation, have agreed upon a scope of services, schedule and fee for Janitorial Services for the Village Administrative Offices (the “Project”); and

WHEREAS, the Village desires to engage the Contractor to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Village agree as follows.

1. Scope of Services/Deliverables.

1.1 The Contractor shall furnish all labor, material (excluding plastic bags, toilet paper and paper towels) to perform the scope of work outlined in Sections 1.2 – 1.4 below.

1.2 Village Administrative Offices are located on the second and third floors of the Islamorada Administrative Center and Public Safety Headquarters building. The area for which janitorial services shall be provided are approximately 8,000 square feet consisting of office and hallway space; two conference rooms, three assessor’s use rooms housing copiers, supplies and a plotter; four (4) individual bathrooms each with one sink and one toilet; three lobbies; two three-floor stairwells; and one (1) kitchen. The janitorial services to be offered shall consist of labor, materials (excluding plastic bags, toilet paper and paper towels). The daily janitorial services shall include: (1) vacuuming all carpets; (2) sweeping all tile and/or linoleum floors including interior stairwell; (3) cleaning all restrooms, including scrubbing and sanitizing fixtures and toilets, mopping floors and cleaning mirrors; (4) dusting furniture (desk surfaces must be free of papers to be dusted); (5) cleaning kitchen area including counter, sinks, tables, chairs, exterior of appliances and floor; (6) wiping handrail in interior stairwell; (7) wiping reception counters and furniture in lobbies; (8) polishing stainless steel elevator doors and cased openings on 1st, 2nd and 3rd floors and sanitize interior control panel; (9) check/replace toilet paper and paper towel in all restrooms and kitchen; (10) emptying trash receptacles into dumpster outside of building; and, (11) emptying recycling bins into large bins outside of building. The weekly janitorial services shall include: (1) cleaning all interior glass in interior doors and reception windows; (2) wiping conference room tables; (3) dusting baseboards and windowsills in all areas; (4) mopping all
lobby areas and interior stairwell; (5) cleaning interior of elevator panels; (6) sweeping exterior stairwell; and, (7) transport wheeled recycling bins from side of building to dumpster area. The monthly janitorial services shall include: (1) cleaning interiors of the refrigerator(s) and microwave(s); (2) dusting air conditioning vent covers; and, (3) cleaning interior of windows in lobby areas. The quarterly janitorial services shall include: dusting blinds in windows and doors. Collectively all the janitorial services described above shall be referred to as “the Work” throughout this Agreement.

1.3 Islamorada, Village of Islands (“Village”) specifies that the Work herein for Village Administrative Offices shall be performed three (3) times per week. The days the Work will be completed are Tuesday, Thursday and either Friday, Saturday or Sunday (at the discretion of the contractor). The Work shall be performed anytime after 7:00 p.m. and before 6:00 a.m. on weekdays and at any hour on Saturday or Sunday. From time to time, the Village may need to adjust the day of the week or hours the work is to be performed. At such times, the Village shall provide at least 24-hour notice to the Contractor.

1.4 The Contractor may perform additional services as may be directed by the Village Manager at a mutually agreed upon schedule and compensation.

2. **Term/Commencement Date.**

2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect for a term of twelve (12) months. At its sole discretion, the Village shall have an option to renew this Agreement in accordance with the same terms and conditions for five (5) additional one (1) year periods. Such renewal shall be effective upon receipt of a written notice from the Village Manager to the Contractor, received no later than thirty (30) days prior to the date of termination.

3. **Compensation and Payment.**

3.1 Contractor shall provide the Village with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.

3.2 The Village will issue payment to the Contractor within 21 days after receipt of and approval by the Village Manager or designee of an invoice. No payments shall be due or payable for work not performed or materials not furnished.

3.3 The Contractor shall be compensated at the monthly prices specified in the Bid Sheet based upon the actual work completed for the month.

3.4 If a dispute should occur regarding an invoice submitted, the Village Manager may withhold payment of the disputed amount and may pay to the Contractor the undisputed portion of the invoice. Upon written request from the Finance Director, the Contractor shall provide written documentation to
justify the invoice. Any compensation disputes shall be decided by the
Village Manager and whose decision shall be final.

4. Village's Responsibilities

4.1 The Village will provide access to the Contractor to enter the Village
Administrative Offices as required for Contractor to perform the Work
specified in this Agreement.

5. Contractor's Responsibilities

5.1 The Contractor shall exercise the same degree of care, skill and diligence in
the performance of the Work as is ordinarily provided by professional
janitorial companies under similar circumstances. The Contractor accordingly
will perform all tasks as provided in this Agreement.

5.2 The Contractor shall be held responsible for any violation of laws, rules,
regulations or ordinances affecting in any way the conduct of all persons
engaged in or the materials or methods used by him, on the Work. Contractor
shall give all notices and comply with all laws, ordinances, rules, regulations
and orders of any public authority bearing on the performance of the Work
under this Agreement. The Contractor shall secure all permits, fees, licenses,
and inspections necessary for the execution of the Work, and upon
termination of this Agreement for any reason, Contractor shall transfer such
permits, if any, and if allowed by law, to the Village.

5.3 The Contractor shall comply with all federal, state and local laws and
ordinances applicable to the Work or payment for work and shall not
discriminate on the grounds of race, color, religion, sex, age, marital status,
national origin, physical or mental disability in the performance of work
under this Agreement.

6. Termination.

6.1 The Village without cause may terminate this Agreement upon fourteen (14)
days written notice to the Consultant.

6.2 Upon receipt of the Village's written notice of termination under paragraph
6.1, Contractor shall stop work on the Project.

6.3 In the event of termination by either party, the Contractor shall be paid for all
work performed, delivered and accepted up to the date of receipt of the
written notice of termination.

7. Insurance.

The Contractor shall secure and maintain throughout the duration of this Agreement
insurance of such types and in such amounts as specified below naming the Village
as an additional insured entity, underwritten by a firm qualified to do business in the
State of Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall include a minimum of the following.

7.1 Commercial General Liability. Commercial general liability coverage with limits of liability of no less than $300,000.00 per occurrence; combined single limit for Bodily Injury Liability and Property Damage Liability.

7.2 Worker's Compensation and Employer's Liability Insurance. Insurance coverage shall apply to all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with a minimum limit of $100,000.00.

7.3 Certificates of Insurance. Certificates of insurance shall be provided to the Village at the time of execution of this Agreement as well as certified copies, as requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days written notice shall be provided to the Village before any policy or coverage is cancelled or restricted.

8. Nondiscrimination.

8.1 During the term of this Agreement, the Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all federal and state laws regarding nondiscrimination.


9.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

9.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

10. Indemnification.

10.1 The Contractor shall defend, indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, directly caused by the Contractor's negligent acts, errors, or omissions in the performance or non-performance of any provisions of this Agreement, including but not limited to, liabilities arising from contracts between the Contractor and its subcontractors. The Contractor shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any claim or investigation and for any judgment or
damages directly caused by the Contractor's negligent acts, errors, or omissions in the performance or non-performance of this Agreement.

10.2 The provisions of this Section shall survive termination of this Agreement.

11. **Notices/Authorized Representatives.**

11.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by private postal service or by registered or certified mail with postage prepaid return receipt requested, addressed to the parties (or their successors) at the following addresses.

For the Village: Edward Koconis, Village Manager
Islamorada, Village of Islands, Florida
86800 Overseas Highway
Islamorada, FL 33036

For The Consultant: Carmela Diaz, President
Miami Janitorial Supplies, Inc.
9100 N.W. 119th Street
Hialeah Gardens, FL 33018

12. **Governing Law.**

12.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Monroe County, Florida, Upper Keys Division of the Circuit Court or the Southern District of Florida.

13. **Entire Agreement/Modification/Amendment.**

13.1 This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

13.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this Agreement.

14. **Ownership and Access to Records and Audits.**

14.1 The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes.

14.2 The Village may cancel this Agreement for refusal by the Contractor to allow access by the Village Manager or his designee to any records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.
15. **Non-assignability.**

15.1 This Agreement shall not be assignable by the Contractor unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and personal expertise of the Contractor, and such firm's familiarity with the Village's area, circumstances and desires.

16. **Severability.**

16.1 If any term or provision of this Agreement, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

17. **Independent Contractor.**

17.1 The Contractor and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

18. **Compliance with Laws.**

18.1 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Work.

19. **Waiver**

19.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement, shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

20. **Survival of Provisions**

20.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

21. **Prohibition Of Contingency Fees.**

21.1 The Contractor warrants that it has not employed or retained any company or person(s), other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona
fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

22. **Counterparts**

22.1 This Agreement may be executed in several counterparts, each of which shall be signed by each party and be deemed an original and such counterparts shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties execute this Agreement on the respective dates under each signature: The Village, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same and by Contractor by and through its President, whose representative has been duly authorized to execute same.

Attest:

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Arjana Lawson, Village Clerk

By: Edward Koconis, Village Manager

Date: 9/20/13

ISLAMORADA, VILLAGE OF ISLANDS

MIAMI JANITORIAL SUPPLIES, INC.

By: Carmela Diaz, President

Date: 9/24/2013

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS ONLY

VILLAGE ATTORNEY