

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

AGENDA ITEM: APPROVAL AND AUTHORIZATION FOR THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH NIEVES CLEANING SERVICES, AS THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER FOR CUSTODIAL SERVICES – CULTURAL CENTER EVENTS COMMENCING MARCH 1, 2024 AND ENDING SEPTEMBER 30, 2024.

ISSUE: The Village issued an Invitation to Bid on January 10, 2024 for Custodial Services – Cultural Center Events to obtain proposals for general custodial services including the setting up and tearing down for events taking place in the Village’s Cultural Center on an as needed basis for events on Friday and Saturday nights. Proposals were received and publicly opened on February 2, 2024.

Per Section 5.3.1 of the Bid Documents, award will be made to the lowest responsive, responsible bidder. To be considered responsive, the Bid must conform in all respects to the conditions of the Invitation to Bid, the instructions to bidders, to Village Codes and to Florida law.

The lowest responsive, responsible bidder is Nieves Cleaning Services. The proposed Agreement with Nieves Cleaning Services is for an initial term of seven (7) months commencing on March 1, 2024 and ending on September 30, 2024. The Agreement allows for three (3) additional one-year renewal terms at the same compensation upon written agreement of the parties. The Per Event Total to be paid for the Scope of Work at the locations listed on the bid summary sheet is Four Hundred Seventy-Five Dollars (\$475.00).

Given the events planned for the remainder of this fiscal year (75 estimated), staff estimates an amount for the initial term not to exceed Thirty-Five Thousand Six Hundred Twenty-Five Dollars (\$35,625.00), with an annual budget of Forty-Eight Thousand Seven Hundred Fifty Dollars (\$48,750.00) in future years should any of the available renewals be agreed to by the Village.

RECOMMENDED ACTION: Staff recommends approval.

Initiator:	Village Manager	Agenda	Village Council
Mark Pawlowski	Approval:	Date:	Action:
Director of Parks and Recreation		2-15-24	

MODEL AGREEMENT

Village of Royal Palm Beach	Vendor: Nieves Cleaning Service
Project: Custodial Services – Cultural Center Events	Budget Account No: 001-4100-541-34-90

This Agreement, entered into this _____ day of February 2024, effective March 1, 2024 by and between Nieves Cleaning Services, a Florida for profit corporation, hereinafter referred to as the "**VENDOR**", and the Village of Royal Palm Beach, Florida, a Municipal Corporation, hereinafter referred to as the "Village."

WITNESSETH:

Village and VENDOR, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and value of which is hereby acknowledged by both parties, hereby agree as follows:

1. Village and **VENDOR**, both hereby agree to enter into an agreement for **Custodial Services – Cultural Center Events** within the corporate limits of the Village in accordance with the Village Bid Specifications attached hereto as Exhibit "A". This agreement will commence **March 1, 2024** and will end on **September 30, 2024**.
2. All terms and conditions of the Agreement shall be the terms and conditions as specifically set forth in the Village Bid Specifications for these services and the Bid proposal attached hereto as Exhibit "A". Both parties hereby agree and acknowledge that this three (3) page Agreement, along with Exhibit "A" and any other documents required by the Village Specifications shall constitute the entire Agreement.
3. Notice as required in the Agreement documents shall be sufficient when sent by certified mail or hand delivered to the parties at the following addresses:

Village: Village of Royal Palm Beach 1050 Royal Palm Beach Boulevard Royal Palm Beach, Florida 33411 Attn: Raymond C. Liggins, P.E., ICMA-CM Village Manager	Vendor: Nieves Cleaning Services 8692 140 th Avenue North West Palm Beach, Florida 33412 Attn: Armanda Nieves, Owner
--	--

4. **VENDOR** shall perform all work required in accordance with the Bid Specifications for Per Event Service work and is hereby authorized to commence this project on **March 1, 2024**. The Total Per Event Service amount to be paid for the Scope of Work at the locations listed on the bid summary sheet is **Four Hundred Seventy-Five Dollars (\$475.00)**. The Village agrees to pay **VENDOR, Four Hundred Seventy-Five Dollars (\$475.00)** per event for custodial services performed at the end of each month. Upon completion of the services each month, Village staff will deem if the work is satisfactory and report back to the Village Manager.

5. The Initial Term of this Agreement shall be seven (7) months, commencing March 1, 2024 and ending September 30, 2024. This Agreement may be renewed and extended for three (3) additional one (1) year renewal terms for **Custodial Services – Cultural Center Events** for the same Scope of Work at the same per event amount of compensation, Four Hundred Seventy-Five **Dollars (\$475.00)**, as stated above in paragraph 4 for the location listed in the Village Bid Specifications, upon written agreement of both parties. Compensation for the Initial Term shall not exceed Thirty-Five Thousand Six Hundred Twenty-Five Dollars (\$35,625.00) unless approved by the Village Council.

6. **VENDOR** is responsible for providing the Village monthly service reports. Monthly service reports must be submitted to the Village prior to payment each month.

7. Either party may terminate this Agreement by providing a thirty (30) day written notice.

8. Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the Village shall fully cooperate with the Inspector General in the exercise of the Inspector General's functions, authority and power. The Inspector General has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the Village as well as contractors and lobbyists of the Village in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

9. In accordance with Sec. 119.0701, *Florida Statutes*, Vendor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal. Upon request from the Village's custodian of public records, Vendor must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A Vendor who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties pursuant to Sec. 119.10, *Florida Statutes*. Further, Vendor shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Vendor does not transfer the records to the Village. Finally, upon completion of the Agreement, Vendor shall transfer, at no cost to the Village, all public records in possession of the Vendor, or keep and maintain public records

required by the Village. If the Vendor transfers all public records to the Village upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5100, OR AT Ddisanto@royalpalmbeachgov.fl, OR AT 1050 ROYAL PALM BEACH BOULEVARD, ROYAL PALM BEACH, FLORIDA 33411.

10. This three (3) page Agreement, along with other documents referenced in paragraph 2 above, constitutes the entire Agreement between the parties; no modification shall be made to this Agreement unless such modification is in writing, agreed to by both parties and attached hereto as an addendum to this Agreement.

Witnesses to Vendor:

VENDOR

Signature: _____

Print Name & Title: _____

Witnesses to Village:

VILLAGE OF ROYAL PALM BEACH

Raymond C Liggins, P.E., ICMA-CM
Village Manager

Exhibit “A”

Scope of Services

1. The Vendor shall provide all materials, equipment, supplies (except as noted herein) and labor to perform the Custodial Services – Cultural Center Events outlined herein on a per event basis as needed for the specific locations within the cultural Center as provided immediately below and listed on the Bid Proposal Form. The Village will provide the following materials:
 - a. Waste receptacle liners;
 - b. Large waste receptacle bags/liners;
 - c. Soap for soap dispensers;
 - d. Hand lotion for hand sanitizers;
 - e. Toilet paper; and
 - f. Paper towels.
2. Vendor shall supply all other materials and supplies necessary to perform this Agreement.
3. Vendor shall provide services on an as needed basis outlined herein at the conclusion of events, from 11:00pm – 7:00am.
4. Vendor shall perform the work described after the normal business hours. The Vendor shall include in the Monthly Service Report any issues and/or conflicts that arise that impede their ability to complete any scheduled tasks.
5. Monthly Progress Meetings are to be held on a monthly basis on the 1st Wednesday of each month of the current Contract term.

General Cleaning Schedule

Cultural Center Area & Task(s):

The Vendor shall provide Custodial Services on a per event basis as needed which shall include the provision of services as specified below at the following locations within the Cultural Center:

Ballroom:

1. Remove all tables and chairs;
2. Remove trash;
3. Remove dance floor (if applicable);
4. Clean stage;
5. Vacuum carpet; and
6. Setup for next scheduled event.

Banquet Rooms:

1. Remove all tables and chairs;
2. Remove trash;
3. Vacuum carpet; and
4. Setup for next scheduled event.

Common Areas:

1. Remove trash;
2. Empty recycle bins;
3. Sweep floor;
4. Mop floor;
5. Vacuum entry mats; and
6. Clean water fountains.

Restrooms:

1. Clean toilets, urinals and sinks;
2. Sweep floor;
3. Empty sanitary napkin baskets/Diaper bins;
4. Mop floor;
5. Clean countertops;
6. Clean bathroom stall doors;
7. Clean entry doors;
8. Check/Replace toilet paper (Village provided);
9. Check/Replace hand towels (Village provided);
10. Check/Fill soap dispensers and hand sanitizers (Village provided); and
11. Clean mirrors.

Kitchen:

1. Remove trash;
2. Sweep floors;
3. Mop floors;
4. Clean countertops, sinks and tables;
5. Clean window sills and jambs (Interior); and
6. Wipe down and clean exterior of appliances and interior of Microwave/Oven door.