



INVITATION TO BID

26-18-ITB

CITYWIDE JANITORIAL SERVICES

Contact Person

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PROPOSED SCHEDULE		
EVENT	DATE	TIME
RELEASE DATE:	Thursday, June 18, 2026	-
PRE-BID MEETING	Tuesday, June 30, 2026	10:00 AM Local Time
QUESTION DEADLINE	Tuesday, July 7, 2026	2:00 PM Local Time
BID DUE DATE	Tuesday, July 21, 2026	2:00 PM Local Time
RECOMMENDATION OF AWARD	Wednesday, August 26, 2026	6:00 PM Local Time
BID SUBMITTAL:	All bids <u>must</u> be submitted electronically via Sebastian's Euna Procurement Portal (Sebastian's Euna Portal).	

***Dates in this schedule occurring after the release date may be amended by the City.
The City reserves the right to delay or modify dates and will notify Bidders of all changes.**

**CITY OF SEBASTIAN, FLORIDA
NOTICE TO BIDDERS**

**Indian River Press Journal
Date Advertised: Sunday, June 21, 2026**

NOTICE IS HEREBY GIVEN that the City of Sebastian is accepting bids for 26-18-ITB, Citywide Janitorial Services. The solicitation document outlining the scope of services is available from the City of Sebastian's Euna Procurement Portal.

Link: <https://cityofsebastian.bonfirehub.com/portal/?tab=openOpportunities>

A Pre-Bid Meeting will be held on **Tuesday, June 30, 2026, at 10:00 am local time** in the City Council Chambers located at 1225 Main Street, Sebastian, FL 32958.

Questions are due on **Tuesday, July 7, 2026, at 2:00 pm local time**. All questions shall be directed to the City of Sebastian's Euna Procurement Portal.

Bids are due on **Tuesday, July 21, 2026, at 2:00 p.m. local time**.

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SECTION 1 – INSTRUCTIONS TO BIDDERS

1.1 PURPOSE

- 1.1.1 The City of Sebastian is requesting bids from qualified Contractors to perform professional janitorial cleaning of multiple buildings and restrooms. Work shall be performed in accordance with the specifications provided herein. Services will be on an as-needed basis.

1.1 SOLICITATION POSTING

- 1.1.1 This Invitation to Bid and related documents are available for download through the City of Sebastian's Euna Procurement Portal.
- A. [Sebastian's Euna Procurement Portal](#)
- 1.1.2 It is the sole responsibility of interested parties to monitor the City of Sebastian's Euna Procurement for solicitation opportunities and updates.

1.2 PRE-BID MEETING

- 1.2.1 A pre-bid meeting will be held on **Tuesday, June 30, 2026, at 10:00 AM** local time in the City of Sebastian Council Chambers, 1225 Main Street, Sebastian, FL 32958.

1.3 QUESTION DEADLINE

- 1.3.1 The deadline to submit questions will be **Tuesday, July 7, 2026, at 2:00 PM local time.**
- a) All questions regarding this solicitation must be submitted through the City of Sebastian's Euna Procurement Portal.
- 1.3.2 The Bidder is responsible for checking for addenda associated with this solicitation.

1.4 ELECTRONIC BID SUBMITTAL

- 1.4.1 All Bids must be submitted electronically via Sebastian's Euna Procurement Portal ([Sebastian's Euna Portal](#)).
- 1.4.2 All bids submitted to the city become public records unless exempt under Florida or other law.
- 1.4.3 **PROPRIETARY INFORMATION:** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all bid proposers should be aware

that all proposals and the responses thereto are public records and subject to public inspection. If a proposer believes that any information contained in a proposal is confidential or proprietary and exempt from public disclosure, the proposer shall identify specifically any such information contained in their proposal and cite specifically the applicable exempting law.

1.4.4 **PROPERTY OF THE CITY:** All proposals received from proposers in response to this bid proposal will become the property of the City of Sebastian and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.4.5 **LATE BIDS WILL NOT BE OPENED OR ANNOUNCED.**

1.4.6 At its sole discretion, the City may reject any and all bids or accept any bid or portion thereof deemed to be whatever is in its best interest and to waive any non-substantial irregularities.

1.1 **BID OPENING**

1.1.1 Bids will be opened on **Tuesday, July 21, 2026, at 2:30 pm.**

1.1.1 The Bid Opening will be held virtually.

1.1.2 Only the NAME of the company that submitted a response to this Invitation to Bid will be read aloud.

1.1.3 **Meeting Information:**

<https://v.ringcentral.com/join/136259113?pw=96e7b3457df176e15b92423dbabea4df>

Meeting ID: 136259113

Password: JhzXZgfvah

Or dial:

+1 (650) 419-1505 United States (San Mateo, CA)

Access Code / Meeting ID: 136259113

Dial-in password: 5499943824

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SECTION 2 – SCOPE OF WORK

2.1 **INTRODUCTION**

2.1.1 The awarded Contractor agrees to furnish all supervision, labor, materials, supplies, equipment, machinery, and transportation necessary to provide janitorial services to facilities and restrooms throughout the City of Sebastian.

2.1.2 **Service Agreement**

- a) The successful bidder shall execute the City of Sebastian Services Agreement (Exhibit C).
- b) If the bidder objects to any of the terms of the Services Agreement, they must identify each objection and the basis of such objection during the question and answer period. Failure to object to contract terms during the question and answer period shall constitute a waiver of the Bidder's right to negotiate such terms.

2.1.3 **Duration of Agreement**

- a) The initial term of the Agreement is for a term of two (2) years. The Agreement may be renewed by the parties for two (2) additional terms of one (1) year if agreed to in writing at least sixty days prior to the end of the initial term.
- b) No amount of work is guaranteed upon the execution of an Agreement/Contract.

2.1.4 It is intended that the Contractor shall schedule its operations to meet or exceed these requirements. Cleaning Standards and Frequency:

A. Frequency - Janitorial services shall be provided per the chart below, excluding City recognized holidays. The task and frequency schedule indicates the minimum acceptable cleaning frequencies. The Contractor shall in no way interfere with the normal work of City employees.

B. Holidays - The following days are City holidays on which the Contractor may not need to provide service.

New Year's Day	Veterans Day
Martin Luther King Jr. Day	Thanksgiving Day
Presidents Day	Friday after Thanksgiving
Memorial Day	Day before Christmas Day
Independence Day	Christmas Day
Labor Day	

- a. It is expected that the awarded contractor shall be aware of current meeting schedules, holidays, and other work routines within the facility and conduct their work in such a manner as to cause no interference with the execution of City business

C. Location - The following days are City holidays on which Contractor may not need to provide service.

- a. Cleaning Schedule (Tentative):

<u>FACILITIES</u>			
	<u>Location</u>	<u>Building</u>	<u>Frequency</u>
1	1235 Main St. Sebastian, FL	Old School House	5 Days a Week
2	1225 Main St. Sebastian, FL	City Hall Building	5 Days a Week
3	1201 Main St. Sebastian, FL	Police Department Building	7 Days a Week
4	1255 Main Street Sebastian, FL	Senior Center	2 Days a Week
5	505 Airport Drive W. Sebastian, FL	Public Works Compound	5 Days a Week
6	100 Brush Foot Dr. Sebastian, FL	Golf Course Clubhouse Building	7 Days a Week
7	1805 N. Central Ave Sebastian, FL	Community Center Building	7 Days a Week
8	820 Indian River Dr. Sebastian	Yacht Club Building	5 Days a Week
9	Airport Terminal Building	202 Airport Dr. E Sebastian, FL	5 Days a Week
10	70 Airport Drive West Sebastian, FL	Airport Square Hangar Restrooms	2 Days a Week
<u>PUBLIC RESTROOMS</u>			
	<u>Location</u>	<u>Building</u>	<u>Frequency</u>
11	1532 Indian River Dr. Sebastian, FL	Fisherman's Landing	7 Days a Week
12	1300 Indian River Dr. Sebastian, FL	Main Street Boat Ramp	7 Days a Week
13	820 Indian River Dr. Sebastian, FL	Yacht Club	7 Days a Week
14	600 U.S. Highway 1 Sebastian, FL	Riverview Park	7 Days a Week
15	710 Harrison St. Sebastian, FL	Splash Pad	7 Days a Week

<u>PUBLIC RESTROOMS CONTINUED</u>			
	<u>Location</u>	<u>Building</u>	<u>Frequency</u>
16	1225 Main St. Sebastian FL	Friendship Park	7 Days a Week
17	1245 Main St. Sebastian, FL	Art Center	7 Days a Week
18	160 Airport Dr. E Sebastian, FL	Pickleball Complex	7 Days a Week
19	530 Barber St. Sebastian, FL	Hardee Park	7 Days a Week
20	245 Keen Terrace Sebastian, FL	Bark Park	7 Days a Week
21	1096 Schumann Dr. Sebastian, FL	Schumann Park	7 Days a Week
22	1101 Barber Street Sebastian, FL	Baseball Fields @ Barber Street Sports Complex	7 Days a Week
23	1101 Barber Street Sebastian, FL	Football Field @ Barber Street Sports Complex	7 Days a Week
24	1101 Barber Street Sebastian, FL	Creative Playground @ Barber Street Sports Complex	7 Days a Week

2.2 ACCESS CONTROL

2.2.1 The City will provide key/access to all buildings that will be cleaned as part of this Invitation to Bid.

2.2.2 The contractor SHALL NOT prop open any exterior doors.

2.2.3 Badging

A. Before being issued a City of Sebastian identification badge, the contractor shall complete an application and pass a Level 2 screening (see below for more information).

a. Fingerprinting: The Contractor shall ensure that all staff assigned to the City of Sebastian pass a national background screening, including fingerprinting, compliant with Florida Level 2 screening (Section 435.04, F.S.) and Criminal Justice Information Services (CJIS) training before the contract start date.

i. The City of Sebastian will cover the costs of the fingerprinting.

b. CJIS Training: All staff assigned to the Sebastian Police Department must also take and pass a CJIS Security Training Course before an identification badge will be issued.

- B. The City of Sebastian identification badge will include the employee's name along with the Contractor's name and may include a picture of the employee. These badges will grant employees access to City buildings.
- C. Identification badges must be worn visibly at all times. Badges are non-transferable, and lost badges incur a \$25 replacement fee. The replacement fee shall be charged to the Contractor via an invoice and may be deducted from the next payable invoice to the Contractor.
- D. Any badge that has been lost or stolen must be reported immediately to the Project Manager and the Management Information Systems (MIS) Department via phone, and an email notification must be sent to MIS@cityofsebastian.org.
- E. If, during the contract, any employee is arrested for or charged with an offense that carries a potential of a felony conviction, the Contractor is responsible for alerting the City in writing within 72 hours.

2.2.4 Keys

- A. Keys for access to facilities and supply closets must be logged and signed for upon receipt. Lost keys incur a \$25 replacement fee. The replacement fee shall be charged to the Contractor via an invoice and may be deducted from the next payable invoice to the Contractor.
- B. Any key that has been lost must be reported immediately to the City Project Manager or designee.

2.2.5 Employee Departure

- A. All badges and keys shall be returned to the City Project Manager or designee immediately upon an employee's termination or resignation.
- B. A new Staffing Plan shall be submitted to the City Project Manager or designee within twenty-four (24) hours of any changes to staffing so that new badges and keys can be issued.

2.2.6 Staffing Plan

Upon execution of the contract, the Contractor shall supply the City with a list of employees who will provide services under this contract. This list shall be kept up to date at all times. This list shall include all company officers and employees under this contract.

2.3 SUPPLIES, MATERIALS, EQUIPMENT, AND UTILITIES

2.3.1 Furnished by the city:

- A. Electrical Power at existing outlets to operate vacuum cleaners, floor strippers, buffers, and other standard equipment needed for custodial work.
- B. Hot and cold water as necessary, limited to the normal water supply provided in the buildings. No special heating or cooling of water will be provided.
- C. Supply Rooms:
 - a. The City shall provide supply rooms for the storage of janitorial supplies, materials, and equipment.
 - b. Supply room locations shall be made available to the Contractor upon contract award.
 - c. Only supplies purchased by the City for this contract shall be stored in supply rooms. Storage of food or drinks in the supply rooms is prohibited.
 - d. Sinks, carts, and all equipment shall be clean and odor-free. Sink faucets are to be turned off at the end of each use.
- D. Supplies: The items listed below will be the only items supplied by the City. All other supplies, cleaning chemicals, and instruments are to be provided by the contractor.
 - a. Trash Bags
 - b. Toilet Paper
 - c. Hand Towels
 - d. Hand Soap
 - e. Toilet Seat Liners
 - f. Feminine Hygiene Bags
 - g. Urinal Deodorizers

2.3.2 Furnished by the contractor:

- A. The Contractor shall provide all cleaning equipment, tools, and chemicals required to perform the services outlined herein. All equipment must be commercial grade, maintained in good working condition, and used per the manufacturer's instructions.

2.4 DESCRIPTION OF SERVICES

The Contractor shall perform at a minimum the following:

2.4.1 Restrooms

- A. DAILY – Empty trash cans and replace liners
- B. DAILY - Clean and sanitize all toilets and urinals. This includes disinfecting all tops, toilet seats, under toilet seats, all sides, front, and back.
- C. DAILY - Disinfect all sinks, faucets, and soap dispensers
- D. DAILY - Clean mirrors to a high shine, including tops and sides
- E. DAILY - Clean all partition walls and doors
- F. DAILY - Disinfect and clean all countertops
- G. DAILY - Disinfect and clean all paper towel holders
- H. DAILY - Vacuum all bathroom floors before mopping
- I. DAILY – Wet mop all floors using a segregated mop for bathroom use ONLY
- J. DAILY – Fill all paper towel dispensers, toilet tissue holders, soap dispensers, and sanitary napkin receptacles.
- K. AS NEEDED – Change out air fresheners

2.4.2 Lobby/Entrances/Main Corridors

- A. DAILY – Sweep & wet mop all hard surface floors with the designated mop that is not used in the bathrooms
- B. DAILY – Empty trash cans and replace liners
- C. DAILY – Vacuum any rugs near the entryway
- D. DAILY – Wipe down and disinfect all high touch point areas
- E. WEEKLY – Vacuum all common carpeted areas
- F. WEEKLY – Clean and disinfect all doors and door frames
- G. WEEKLY – Dust all horizontal surfaces, ledges, handrails, baseboards, and wall frames
- H. WEEKLY – Spot clean glass partitions and doors to remove fingerprints
- I. WEEKLY – Clean all upholstered furniture
- J. AS NEEDED – Dust high surface ceiling vents and returns

2.4.3 Conference Room

- A. DAILY – Empty all trash cans and replace liners

- B. DAILY – Wipe down and disinfect all high touch point areas
- C. WEEKLY – Dust all horizontal surfaces, ledges, baseboards, and wall frames
- D. WEEKLY – Vacuum all carpeted areas
- E. WEEKLY – Spot clean glass partitions and doors to remove fingerprints
- F. AS NEEDED – Dust all high surface ceiling vents and returns
- G. AS NEEDED – Spot clean small carpet stains

2.4.4 Office Areas

- A. DAILY– Empty all trash cans and replace liners
- B. WEEKLY – Dust all horizontal surfaces, ledges, baseboards, and wall frames
- C. WEEKLY – Detail vacuum all carpeting, including edges and behind doors
- D. WEEKLY – Spot clean glass partitions and doors to remove fingerprints
- E. AS NEEDED – Dust all high surface ceiling vents and returns
- F. AS NEEDED – Spot clean small carpet stains

2.4.5 Stairwells

- A. WEEKLY – Wipe down and disinfect all handrails and stairwells
- B. WEEKLY – Vacuum or sweep stairwells
- C. WEEKLY – Vacuum any rugs near entry way
- D. WEEKLY – Wet mop stairs and landings with a designated mop that is not used in bathrooms

2.4.6 Drinking Fountains

- A. DAILY - Clean and polish drinking fountains.

2.4.7 Elevators

- A. WEEKLY – Clean door tracks on each floor.
- B. WEEKLY – Clean all surfaces in the interior and polish any bright metal.
- C. WEEKLY – Vacuum carpet or damp/dust mop resilient floors.

2.4.8 Break/Concession/Vending Rooms

- A. DAILY - Sweep and/or vacuum floors and damp wipe counter spaces. Damp mop any tile floor space.

- B. DAILY - Thoroughly clean all countertops and sinks, and damp mop all floor areas. Clean, bright metal and all dispensers.
- C. DAILY - Fill all disposable paper towel dispensers and soap dispensers.
- D. DAILY - Empty waste/garbage receptacles and recycling containers, inserting liners as required

2.5 MAINTENANCE LOGBOOK OR APP

- 2.5.1 The Contractor will be responsible for establishing and maintaining a Maintenance logbook. The Contractor shall update the logbook during each visit.
- 2.5.2 The logbooks shall include, but not necessarily be limited to, the following:
 - A. Identification of work done
 - B. Date and time of each activity and any comments
 - C. The name and signature of the supervisor overseeing and approving the work
- 2.5.3 Completed logbooks must be emailed to the project manager weekly.
- 2.5.4 All logbooks will become the property of the City when the awarded contract terminates.
- 2.5.5 In lieu of a Maintenance Logbook, the contractor may provide the City access to a cell phone app that provides the same information as described above.

2.6 PERFORMANCE STANDARDS & FINANCIAL PENALTIES

- 2.6.1 It is the objective of the city to obtain full cleaning performance in accordance with the terms of the specifications and at the quality standards of work set forth in this ITB. To this end, the city is contracting for the complete performance of each cleaning job as specified in this ITB. Therefore, deductions for tasks not completed or not satisfactorily completed shall be made in accordance with the schedule detailed herein.
- 2.6.2 The Project Manager or designee, or the Procurement Manager, shall contact the Contractor by telephone or e-mail to notify them of performance issues. The Project Manager or designee, or the Procurement Manager, shall also notify the Contractor of written complaint(s) received. The Contractor shall be required to respond to any major problem(s) within three (3) hours, once notified by the Project Manager or designee, or the Procurement Manager, or be penalized.

2.6.3 The Procurement Manager shall maintain a file of incoming complaints whether they be written, oral, or by telephone.

2.6.4 Types of Deductions

A. **Major problems:** Require immediate attention, and shall be responded to and corrected within three (3) hours.

- a. Examples of major problems include toilets not being cleaned, insufficient paper products in large areas, offices not being cleaned, and trash not being removed. The Project Manager or designee shall have the authority to classify a complaint as major or minor.
- b. Major problems not responded to within the established time limits will result in a deduction of 5% of the monthly cost of cleaning the entire building.

B. **Minor problems:** Require correction during the next day's normal clean up; however, a continuing record of minor complaints shall result in a deduction.

- a. Examples of minor complaints include a trash can not being emptied, a small area not being vacuumed, or a toilet paper roll not being replaced.
- b. Failure by the Contractor to respond to specific complaints as stated above, as well as to prevent continuing occurrences of such complaints, may result in deductions from invoiced payments or termination of this contract agreement.
- c. Minor problems not responded to within the established time limits will be one (1) day's cost of cleaning for the entire building experiencing the problem.
 - i. The formula to arrive at the deduction is: facility monthly cost divided by workdays in a month will equal the deduction.

C. Continued reporting of major and minor compliance failures of 5 or more for any month will result in a 10% deduction of the total monthly contract cost.

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2.7 DAMAGE TO CITY PROPERTY

- 2.7.1 The Contractor shall take necessary precautions to protect all City property as well as any property owned by other entities, including but not limited to County, State, or private entities.
- 2.7.2 Any damage to property resulting from the wrongful or neglectful acts of the Contractor's employees shall be repaired or replaced by the Contractor or be deducted from the payment due to the Contractor.
- 2.7.3 Damage should be reported immediately to the City representative, and all aspects of repair shall be approved by the City representative.

2.8 SAFETY GUIDELINE COMPLIANCE:

- 2.8.1 To ensure staff and citizen safety, Contractor shall possess and utilize caution/wet floor signs as required.
 - A. Hazardous Chemicals: The Contractor shall comply at all times with the required communication relating to the use of chemicals classified as hazardous that pertain to the training, safety, and equipment needed for all employees engaged in the provision of custodial services.
 - B. Safety Data Sheets: The Contractor shall furnish to Facilities Maintenance copies of Material Safety Data Sheets (MSDS) for all products used prior to beginning service in any City facilities. The MSDS sheets must be organized and include an index. All MSDS must comply with OSHA guidelines.
 - C. Labeling of Chemicals: The Contractor shall comply with OSHA guidelines concerning the labeling of all chemical containers.

2.9 SUBCONTRACTING

The Contractor shall not subcontract any portion of the services without prior written approval from the City. Any approved subcontractor must meet the same qualifications, licensing, insurance, and background check requirements as the primary contractor. The primary contractor remains fully responsible for the performance of all subcontractors and shall ensure compliance with all terms of the contract.

2.10 CLEAN UP

All supplies, equipment, and machines shall be secured at the end of each work period in areas provided for this purpose. Cloths, mops, or brushes containing residue of wax or other combustible material subject to spontaneous ignition shall be appropriately removed from the buildings. All dirt and debris resulting from the work performed in the building(s) covered under this Agreement shall be disposed of in an appropriate manner at the end of each day.

2.11 CONTRACTOR MINIMUM QUALIFICATIONS

- 2.11.1 Must be registered with the State of Florida, Division of Corporations, to do business in Florida.
- 2.11.2 Bidder must have been in business under the same FEIN number for the past three (3) years. Evidence should be submitted with the bid submittal
- 2.11.3 Bidder must possess three (3) years of experience in providing janitorial services to governmental agencies (federal, state, local), or corporations with a comparable scope of services.

A. Project References. Bidder shall provide documented evidence of current or past janitorial service contracts for governmental agencies or corporations within the past 5 years. Project details and contact information shall be included on Form 8 - Reference List. The City reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated herein.

- 2.11.4 If the bidder's business is located in Sebastian, FL, or Indian River County, they must provide a copy of their business tax receipt.
- 2.11.5 Bidders that do not meet the minimum requirements listed herein as determined by the City, at its sole discretion, will be deemed non-responsive and not considered for award. All decisions made by the City are final.
- 2.11.6 No contract will be awarded to any proposer who, as determined by the CITY, has an unsatisfactory performance record, inadequate experience, lack of organization, labor, and equipment to perform the required services, and is in arrears to the CITY on a debt or contract or is a defaulter on surety to the CITY or whether the proposer's taxes or assessments are delinquent. The City has the right to disqualify any proposer who does not meet any or all qualifications necessary as determined by the City.

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SECTION 3 – SPECIAL CONDITIONS

3.1 SITE INSPECTION AND DUE DILIGENCE

- 3.1.1 Bidders are obligated to carefully examine the project specification and exercise due diligence regarding any and all current and pre-existing conditions at the project site.
- 3.1.2 Before submitting their bid, the bidder shall be responsible for visiting the project site and becoming familiar with any conditions that may affect the work.
- 3.1.3 Before the commencement of work, the contractor shall submit photographs and/or video recordings to the project manager to document any such pre-existing damage to the roadways, driveways, approaches, tree trunks or limbs, landscaping, sod, facilities, utilities, walls and ancillary improvements located at the project site and/or any surrounding areas to be accessed and/or utilized by the contractor.
- 3.1.4 Any damage to public and/or private property resulting either directly or indirectly from the execution of the project by the contractor shall be repaired or replaced at the sole expense of the contractor in a manner acceptable to the City.
- 3.1.5 Failure to properly document such pre-existing conditions and to submit said documentation as required, may render the contractor liable to repair any such damage at no expense to the City.
- 3.1.6 No additional allowances shall be made due to the bidder's lack of knowledge of the project requirements and site conditions.

3.2 STOP WORK ORDER

The City may at any time by written notice to the contractor stop all or any part of the work for this bid award. Upon receiving such notice, the contractor will take all reasonable steps to minimize additional costs during the period of work stoppage. The City may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price or terminate the work in accordance with the provisions of the bid terms and conditions.

3.3 PROTECTION OF PERSONS AND PROPERTY

- 3.3.1 While performing services for the City of Sebastian, the awarded contractor shall be responsible for any damage to the City of Sebastian's property, personal property, or visitor property due to any negligence on the part of the awarded contractor, their employees, or other agents.

- 3.3.2 The contractor must reasonably attempt to avoid damage to City or private property under all conditions.
- 3.3.3 The awarded contractor agrees to repair or replace, at its own expense, any damage caused by the awarded contractor, their employees or their agents.
- 3.3.4 The contractor must not drive or park equipment on grass, sidewalks, or patios.
- 3.3.5 If concerns are raised about excessively wet conditions on grassy areas, the contractor must contact the project manager for recommendations or workarounds before commencing the work.
- 3.3.6 Any damages, including damage to finished surfaces and spilled liquids, resulting from the performance of the Agreement shall be repaired and/or cleaned to the project manager's satisfaction.
- 3.3.7 Any public or private property damaged by the contractor or a representative during the services shall be repaired or replaced to the project manager's satisfaction at no cost to the City.
- 3.3.8 The project shall not be considered complete until incurred damages, if any, have been repaired and the worksite is cleaned to the project manager's satisfaction.

3.4 CITY OF SEBASTIAN LOCAL PREFERENCE

Effective October 14, 2009, the City of Sebastian adopted a local vendor preference. Please see City Code Sec. 2-11. Local Vendor Preference Policy for more information.

3.5 PROJECT COORDINATION

- 3.5.1 A City project manager will oversee all assigned work to ensure adherence to schedules and service quality throughout the project's progress and submittal of final payment. The project manager will periodically inspect the work being performed to ensure compliance with the agreement's requirements. If the requirements are not satisfactorily being met, the City shall require the contractor to correct any discrepancies, inconsistencies, or faults immediately at no additional cost. The contractor shall understand and agree to the following:
 - A. Contractor shall be solely responsible and assume all liability for the supervision, direction of all work, and for all means, methods, techniques, sequences, procedures, and coordination for all services under the agreement; contractor shall ensure enough personnel, materials, supplies, means of transportation, tools and equipment are made available to perform the services; and

- B. Contractor shall, at all times, provide an on-site supervisor or authorized representative who is fluent in English, possesses adequate knowledge of the work being performed, and holds the authority to make decisions on behalf of the Contractor; and
- C. Contractor shall be solely responsible to the City for the acts and omissions of their subcontractors, agents, employees, and any other persons performing any service under this agreement; and
- D. The practices, methods, and materials utilized in the work within or adjacent to any structure must conform to any applicable local, state, and federal regulations and codes.

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SECTION 4 – INSURANCE AND LIQUIDATED DAMAGES

4.1 INSURANCE REQUIREMENTS

4.1.1 The City of Sebastian is to be specifically included as an additional insured on all insurance certificates (except Worker's Compensation). Waiver of Subrogation is required for Commercial General Liability and Automobile Liability. A renewal certificate shall be issued thirty (30) days before said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

4.1.2 Before starting and until acceptance of the work by the City, Awarded Contractor shall, as a minimum mandatory condition precedent to this work, procure and maintain insurance of the types and to the limits specified below, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

4.1.3 The certificate holder shall read:

City Of Sebastian
1225 Main Street
Sebastian, FL 32958

4.1.4 Minimum coverage with limits and provisions are as follows:

A. Commercial General Liability: The contractor shall provide Commercial General Liability insurance. This shall include premises/operations, personal & advertising injury, products, completed operations, contractual liability, specifically confirming and ensuring the indemnification and hold harmless clause of the contract. This insurance policy shall be considered primary to and not contributing to any insurance the City maintains. It shall name the City as an additional insured with a waiver of subrogation noted on the Certificate of Liability. The policy of insurance shall be written on an "occurrence" form.

The contractor shall obtain insurance which shall at least meet the following minimum limits:

- a) **Per Occurrence: \$1,000,000**
 - **General Aggregate: \$2,000,000**

B. Business Automobile: The contractor shall provide Business Coverage Automobile Insurance, which shall protect the contractor from claims for damage for personal injury, bodily injury including accidental death, as well as claims for property damages which may arise from operations

under this contract whether such operations are by himself or by anyone directly or indirectly employed by him. Coverage shall include owned, non-owned, hired and rented vehicles.

The contractor shall obtain insurance which shall at least meet the following minimum limits:

b) **Bodily Injury and Property Damage:**

- **Combined Single Limit (each Accident): \$1,000,000.00**

C. Workers' Compensation: The contractor shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida (Florida Statutes Chapter 440). Exemption certificates to this requirement are not acceptable.

The Contractor shall obtain insurance that shall at least meet the following minimum limits:

a) **State Worker's Compensation:** Statutory

- b) **Employer's Liability:** \$1,000,000.00 Each Accident
 \$1,000,000.00 Disease, Policy Limit
 \$1,000,000.00 Disease, Each Employee

D. Umbrella/ Excess Liability: The contractor shall provide umbrella/excess coverage with limits of no less than \$1,000,000 excess of Commercial General Liability, Automobile Liability, and Employers Liability. *****This coverage is optional if the Contractor has \$2,000,000 General Aggregate under the Commercial General Liability Policy. *****

E. Crime Insurance/Employee Dishonesty: The contractor shall provide Crime Insurance/Employee Dishonesty coverage with limits of no less than \$100,000 per occurrence

4.1.5 An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the Goods delivered or Services (including transportation risk) performed by Contractor under this Contract is also acceptable.

4.1.6 The Contractor shall declare any self-insured retention or deductible amount over \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible over \$5,000.

4.1.7 All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, the

contractor shall ensure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. The city reserves the right to accept or reject the insurance carrier.

4.2 LIQUIDATED DAMAGES

- 4.2.1 If the Contractor fails to perform janitorial services at any required location on a scheduled workday, by skipping a location, failing to service a location, or otherwise not completing the required scope, the Contractor shall incur liquidated damages in the amount of **five hundred dollars (\$500)** per calendar day, per missed location, until all missed services are fully completed to the satisfaction of the City.
- 4.2.2 The Parties acknowledge and agree that such liquidated damages are fixed and agreed upon in advance, represent a reasonable estimate of the City's damages resulting from delay or nonperformance, and are not to be construed as a penalty. The Parties further recognize the impracticability of precisely determining the actual damages the City would sustain due to the Contractor's failure to perform required services at any location.
- 4.2.3 When the Contractor defaults on the Agreement or any material provision thereof or fails to remedy any deficiency in performance, the City may procure the necessary supplies or services from an alternative source and hold the contractor financially responsible for any excess costs incurred. The difference between the bid price of the product or service and the actual price paid may be deducted from any current or future obligations owed to the contractor as liquidated damages.

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SECTION 5 - REQUIRED FORMS

All Required Forms have been uploaded to the City of Sebastian Euna Procurement Portal. **Failure to complete and submit these forms with your bid package may result in the rejection of your bid.**

List of **Required Forms** Uploaded to the City of Sebastian's Euna Procurement Portal:

- FORM 1 - Contact Information Sheet
- FORM 2 - Corporate Resolution (If applicable)
- FORM 3 - Statement of Bidder's Qualifications
- FORM 4 - Bidder Certifications Affidavit
- FORM 5 - Appendix A to Part 34 - Certification Regarding Lobbying
- FORM 6 - Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit
- FORM 7 - Human Trafficking Affidavit
- FORM 8 - Reference List
- FORM 9 - Local Vendor Preference Affidavit (if Applicable)
- Bid Price Form
 - Failure to submit the Bid Price Form by the specified deadline will result in the bid submittal being deemed non-responsive.