



City of Port St. Lucie
Electronic request for Proposal (“eBid”)
Event Name: Janitorial Services
eBid Number: 20240066

1. Introduction

1.1. Purpose of Procurement

Pursuant to the City of Port St. Lucie [City Code of Ordinances, Sec. 35.05](#), the City of Port St. Lucie, Florida hereinafter referred to as the “City” is seeking competitive proposals from qualified Custodial Services Firms, hereinafter referred to as “Bidder”, to secure firm, fixed pricing and establish a term contract for custodial services for various facilities throughout City of Port St. Lucie, Florida.

A descriptive overview of the City of Port St. Lucie can be found at <https://www.cityofpsl.com/discover-us/about-psl> . Please visit the City’s website to familiarize yourself with how our city is structured and operates. Please contact the Issuing Officer with any questions.

1.2. Restrictions on Communicating with Staff

From the issue date of this eBid until a City generated Purchase Order is submitted to the contracted contractor (or the eBid is officially cancelled), contractors are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, or during the Bidders/Offerors’ conference (if any), or as defined in this eBid or as provided by existing work agreement(s). This is commonly known as a code of silence during the procurement process as identified in the [City Code of Ordinances, Section 35.13](#). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any contractor violating this provision. Further information of this topic can be found on the Cone of Silence and eBid Communication Document.

- 1.3 **eBid Scope of Requested Services** The specifications listed herein are intended to provide the information by which prospective Bidders may understand the minimum requirements of the City relative to entering into a contract to provide custodial services to City facilities. Services shall be of a quality customarily provided in first class office buildings and in a manner using industry best practices. The City shall make the final determination regarding the acceptable level of quality.

If the quality of services is considered to be unacceptable by the City, at any time, the Awarded Contractor shall be required to take immediate remedial measures necessary to bring the services up to the required level of quality. Failure on the part of the Awarded Contractor to do so in a timely manner may be grounds for immediate termination of the contract by the City.

SCOPE OF WORK

The Awarded Contractor shall furnish all supervision, labor, material, equipment, tools, chemicals, supplies, Personal Protection Equipment (PPE) items for their staff, and including all incidentals necessary to properly perform the services defined in the contract which shall be taken into consideration and incorporated into the monthly bid amount for each location. Consumable goods shall be included in the amounts bid for Routine Services and not paid for separately.

Custodial routine services include Daytime Restroom Services as specified herein.

The City will designate a Contract Manager, to schedule, monitor and inspect the performance and progress of services provided under the Contract. The City Contract Manager will be the main point of contact for the Contract. The cleaning procedural recommendations provided herein are minimal requirements and ultimately the Awarded Contractor shall perform the required services in accordance with industry standards and shall be held responsible for ensuring method applied is compatible with specific area being cleaned.

CONSUMABLE GOODS

Consumable goods shall be included in the amounts bid for Routine Services and not paid for separately, excluding the following locations:

1. McCarty Ranch Office Building & Restrooms
2. Saints Golf Course
3. MidFlorida Event Center Recreation Side

At these three (3) locations the City will provide the consumable good products for the Awarded Contractor to install as needed.

The following supplies shall be provided by the Awarded Contractor and installed in existing dispensers and shall conform to standards for Industrial and Institutional Cleaners.

1. Toilet tissue shall be a minimum of two-ply.
2. Hand towels shall be either a roll, multi-fold or c-fold, depending on the dispenser at the facility. Brown towels are not acceptable unless approved by the City Contract Manager.
3. Hand soap.
4. Trash liners (minimum of .3 mils/7 micron) – clear to fit appropriate receptacles.
5. Toilet seat covers.
6. Sanitary napkin disposal bags.

Paper products shall be recyclable items where applicable. Paper products shall meet or exceed the recycled content guidelines by the U.S. Environmental Protection Agency (EPA). The toilet tissue and hand towels shall fit the various dispensers at each facility. The Awarded Contractor shall provide the correct size and not manipulate the product to provide a temporary fit.

The City reserves the sole right to refuse the use of or direct discontinuance of any product it determines not effective for its intended use, or harmful to dispensers. The cost of any damage caused, or corrective maintenance required, deemed to be the result of the use of inferior or inappropriate products, shall be deducted from the Awarded Contractor's monthly invoice in the form of a credit memo.

Any item substituted during the term of the Contract for any product previously approved shall be submitted to the City Contract Manager for written approval prior to use.

The Awarded Contractor shall provide, without cost to the City, samples of consumable items upon request to determine compliance with specifications.

Dispensers for toilet tissue, hand towels, and hand soap shall be furnished and installed by the City.

ROUTINE SERVICE

The Awarded Contractor shall provide routine cleaning services generally after 5:00 p.m., Monday through Sunday, to complete all the work as specified herein. In order to accommodate the tenants of the building and/or ensure consistency for the overall work within the location, schedules may be modified (e.g. scheduling routine services prior to 5:00 p.m.; not commencing services until the facility is closed/all staff have left the building, which can sometimes be after 9:00 p.m.) and are at the sole discretion of the City Contract Manager. No additional compensation shall be provided for scheduling, and the Awarded Contractor shall take this into consideration when submitting a bid.. The Awarded Contractor shall provide an adequate number of staff in order to perform routine services in the allocated amount of time, as determined by the City Contract Manager. Work frequencies shall comply with the "Routine Work Tasks and Frequencies" schedule unless otherwise noted. Routine Service shall include, but not be limited to, the following specifications:

Clean and Disinfect Drinking Fountains

The Awarded Contractor shall remove all soil, mineral deposits, streaks, and smudges from the drinking fountains and adjacent areas. Disinfect all porcelain, plastic, and metal surfaces including, but not limited to, the orifice and drain with a germicidal cleaner. Upon completion of cleaning drinking fountains, the entire drinking fountain shall be clean, disinfected, and free of any soil, mineral deposits, streaks, stains, spots, smudges, scale, detergent residue, and debris. All stainless-steel surfaces shall have a polished appearance. Bright metal polishing may be performed by damp wiping using a germicidal cleaner and drying with a suitable cloth. If a polished appearance cannot be produced, metal shall be cleaned only with an approved type of metal cleaner/polish.

Clean and Disinfect Fixtures

The Awarded Contractor shall apply germicidal cleaner to all surfaces of washbasins, faucets, handles, valves, toilets, urinals, showers and adjacent surfaces. The Awarded Contractor shall use cream cleansers and scrub pads to remove soil not removed by the sponges or cloths and germicidal cleaner. The cleaning applicators used in cleaning and disinfecting toilets, urinals, and other surfaces contaminated with urine or feces, shall be a color readily distinguishable from other applicators used on other surfaces and fixtures. The Awarded Contractor shall use a plumbing plunger to unstop clogged toilets. Failure to unstop clogged toilets shall be reported to the City Contract Manager.

Clean and Refill Floor Drains

The Awarded Contractor shall use a floor drain brush to clean floor drains and shall remove corrosion and tarnish. The Awarded Contractor shall pour water down the floor drain to fill the drain trap and prevent the escape of sewer gas.

De-scale Toilets and Urinals

The Awarded Contractor shall use a bowl cleaner or a plumber's stone to remove scale, scum, mineral deposits, rust stain, etc. from the insides of toilet bowls and urinals leaving a clean, shining appearance free of streaks or stains or any deposits. Special attention shall be given to floors around urinals and commodes for elimination of odors and stains, and to provide a uniformly clean appearance throughout. Urinal deodorizers/screens may be required at certain locations and may be requested by the City Contract Manager as needed.

Disinfect All Surfaces

The Awarded Contractor shall disinfect all surfaces of furniture, fixtures, walls, partitions, doors, etc. by applying a germicidal cleaner.

Polish Stainless Steel, Chrome and Brass

The Awarded Contractor shall polish stainless steel, chrome and brass surfaces with appropriate polishes and a soft cloth, so as to not damage or remove any existing signage. Use clean cloths, glass cleaner, detergent and degreaser to remove smudges, fingerprints, marks, streaks, tape, etc. that polish cannot remove. Only water-based cleaners shall be used. Oil based cleaners, such as Sheila Shine, are prohibited.

Dust Furniture/Equipment Surfaces

The Awarded Contractor shall remove all dust, lint, litter, dry soil, etc. from the surfaces of chairs, lamps, tables, counters, cabinets, shelves, vending machines, and other types of furniture and surfaces. Workout equipment shall be excluded from dusting unless otherwise requested by the City Contract Manager for an additional fee. Surfaces shall be dusted using a micro-fiber cloth or a vacuum cleaner with the proper attachment so as to remove all dust and smudges. Typewriters, calculators, computers, staplers, papers, books, personal items, and other similar desk items shall not be disturbed. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools.

Dust Building Surfaces

The Awarded Contractor shall remove all dust, lint, litter, dry soil, etc. from the surfaces of corners, crevices, molding, ledges, heater convectors, windowsills, fire extinguishers, walls, baseboards, doorframes and sills, ceiling mounted fans, air conditioning and exhaust diffusers, fixtures, partitions, rails, vertical and horizontal blinds and other types of fixtures and surfaces shall be free of all dust. Surfaces shall be dusted using a micro-fiber cloth or a vacuum cleaner with the proper attachment so as to remove all dust and smudges. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools. Feather dusters shall not be used.

Spot Clean Building Surfaces

The Awarded Contractor shall use clean damp cloths, sponges, scrub pads, spray bottles of detergent solution, glass cleaner, and/or cream cleanser to remove smudges, fingerprints, marks, streaks, tape, etc. from the surfaces of ledges, windows, partition glass, windowsills and blinds, fire extinguisher, vents/diffusers, baseboards, walls, doors, doorframes and sills, partitions, rails, and other types of fixtures and surfaces. The Awarded Contractor shall perform spot cleaning up to a height of fifteen feet (15') from the floor surfaces at all entry areas consisting of interior and exterior cleaning. The City Contract Manager shall designate artwork that is not to be spot cleaned by the Awarded Contractor.

Overhead Dusting

The Awarded Contractor shall remove all dust, spider webs, litter, etc., from all fixtures and surfaces from the floor up to fifteen feet (15'). This includes, but is not limited to, exposed surfaces of lights, grilles, light fixtures, pipes, cables, ledges, walls, ceiling, diffusers, vents, etc. Surfaces shall be dusted using a micro-fiber cloth or a vacuum cleaner with the proper attachment so as to remove all dust and smudges. When performing overhead dusting, dust shall not be allowed to fall from high areas onto furniture and equipment below.

Dust Mop or Sweep Hard Surface Floors

The Awarded Contractor shall remove soil and litter from hard surface floors including stairs and stair landings (stairwells) and shall use treated dust mops on resilient tile, terrazzo, and other smooth finished floor surfaces or on rough, unsealed concrete, or other floors where dust mopping is not effective, a broom shall be used. All floor surfaces must be dry prior to dust mopping.

Damp Mop Hard Surface Floors

The Awarded Contractor shall dust mop floors prior to damp mopping and shall use detergent solutions and clean mops to remove soil from hard surface floors and baseboards, which cannot be removed by sweeping, dust mopping, or vacuuming. The dirty water shall be disposed of in the proper manner, not into plant beds or turf areas. Dirty water

or soiled mops shall not be left in custodial closets overnight. In restrooms, locker rooms, fitness centers, and the City Health Clinic, use of a germicidal cleaner shall be used instead of a detergent solution.

Wet Mop Hard Surface Floors

The Awarded Contractor shall dust mop floors prior to wet mopping. The Awarded Contractor shall use detergent solution, clean wet mops, buckets and wringers, deck brushes, corner brushes, swivel pad holders, abrasive pads, and putty knives to remove soil from hard surface floors, which cannot be removed by vacuuming or dust mopping. The Awarded Contractor shall use scrub brushes to remove spots and stains not removed by mopping. After the floor has been cleaned, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film, or any observable soil, which can be removed by damp mopping. In restrooms, locker rooms and medical treatment areas, use of a germicidal cleaner shall be used instead of detergent solution. The Awarded Contractor shall dispose of all used solution at end of work shift in the proper manner, not into plant beds or turf areas.

Trash and Recycle Material Removal

All receptacles of any type and size shall be emptied and returned to their original positions. This includes any outside receptacles in the general area. Bulky items such as rolls of plans or cardboard boxes that are placed by trash containers and clearly marked as trash, shall be removed. Plastic bags (liners) shall be replaced in all receptacles during each service or as needed. Trash and rubbish shall be emptied into a designated dumpster or receptacle in a way that shall prevent littering adjacent areas. The Awarded Contractor shall clean up any spill or litter generated by Awarded Contractor work operations. Upon completion of trash removal, all receptacles and the areas adjacent to them shall be free of trash, spills and foreign substances. The Awarded Contractor shall provide the proper equipment to transport trash/recycling to the appropriate collection containers, which at times may be at an adjacent building in the same complex.

Trash receptacles, to include totes, shall be cleaned on an as needed basis.

All waste removed from individual containers shall be emptied into a designated trash dumpster, leaving the remaining area free from litter.

The Awarded Contractor shall provide appropriate equipment for trash removal so as to avoid the possibility of floor damage due to the dragging of trash bags or containers through buildings. Any damage to carpets and floors caused by dragging bags or containers shall be repaired or replaced solely at the Awarded Contractor's expense, and to the satisfaction of the City Contract Manager.

Recyclable material shall be removed by the Awarded Contractor and taken to central recycling containers. All plastics, glass, and aluminum receptacles shall have a clear plastic liner and be removed as necessary. If deemed necessary, the City Contract Manager may add additional items to the recycling program.

The Awarded Contractor shall instruct its employees to ensure that all materials remain separated, as any mixing of materials shall impair the possibility of recycling. Further, Awarded Contractor shall instruct its employees to notify the City Contract Manager when the recycling receptacles contain different materials other than specified.

The Awarded Contractor and its employees shall take the necessary precautions to ensure that the recyclable materials do not get wet when transporting the recyclables to the designated collection points, as this impairs recycling.

Removal of recyclable goods shall take place on service days. Custodial staff is not required to separate recycling out of receptacles.

The exterior of all recycling receptacles shall be damp-wiped weekly to remove evident soil. Wet spills on the interior of receptacles shall be removed.

Clean and Refill Dispensers

All dispensers and adjacent areas shall be cleaned and disinfected, including, but not limited to, fill towel, toilet paper, and soap dispensers. All supplies shall conform to existing types of dispensers. Upon completion of cleaning and filling dispensers, all dispenser surfaces shall be clean, free of all soil and streaks, disinfected with germicidal detergent, and full.

Remove Carpet Stains

The Awarded Contractor shall use a carpet stain remover, a dampened utility brush, clean cloths, aerosol gum remover, and/or wet/dry tank vacuum to remove non-permanent stains from carpeted floors. Blot or vacuum and scrape as much of the stain from the carpet as practical before applying carpet stain remover to the carpet. Spray carpet stain remover onto the stain and use a utility brush if required. After the stain has dissolved, blot, vacuum, and rub the stain in such a manner as to prevent spreading of the stain.

Spot Clean Furniture

The Awarded Contractor shall use clean cloths, sponges, scrub pads, spray bottles of detergent solution, glass cleaner, and/or cream cleansers to remove smudges, fingerprints, marks, streaks, tape, etc. from the surfaces of chairs, cleared surfaces of desks, lamps, tables, cabinets, counters, shelves and other types of furniture and surfaces. Typewriters, calculators, computers, staplers, paper, books, personal items, and other similar desk items shall not be disturbed.

Vacuum Traffic Lanes

The Awarded Contractor shall use a carpet vacuum to vacuum traffic patterns and lanes of carpeted floors to remove soil and debris from the carpet surface. After the carpet has been vacuumed, it should have a neat and clean appearance. Corner and baseboards should be free of lint and dust particles.

Vacuum Completely

The Awarded Contractor shall use a carpet vacuum to remove all soil and debris from the carpet surface and use a hose and brush or crevice attachment to vacuum areas inaccessible to the carpet vacuum. Elevator floor and door tracks shall be vacuumed. Moisture and dry soil shall be vacuumed from carpeted mats. Use carpet stain remover and gum remover to remove carpet stains and gummy soil from City owned mats. The City Contract Manager will designate mats that are to be cleaned by the Awarded Contractor.

Clean Interior / Exterior Glass

The Awarded Contractor shall use window cleaning equipment, glass cleaner, stepladders, soft cloths, squeegees, etc., to remove soil, tape, grease, film and stains from the interior and exterior sides of glass in exterior/interior walls, doors, partitions, plexiglass, etc. This requirement applies to all entrance/exit glass surfaces on the first floor, not to exceed fifteen feet (15'). It does not apply to inaccessible interior/exterior windows on the second floor and above. The Awarded Contractor shall use glass cleaner, metal polish, detergent, degreaser, soft cloths, ladders and scaffolding as needed, and shall clean interior/exterior glass at times that do not interfere with pedestrian traffic.

Clean Ash Receptacles

Although the facilities for which the Awarded Contractor provides custodial services have been designated "non-smoking" facilities, ash receptacles are provided at buildings to provide a means for smokers to discard smoking products. Sand urns and other ash receptacles shall be emptied and wiped clean during each service day. Accumulations of ashes, butts, and foreign material shall be removed from smoking stands and sand urns. The Awarded Contractor shall replace discarded sand at no additional cost to the City. Upon completion of this task, all surfaces of ash receptacles shall be uniformly clean without spots, streaks, or smoking material residue. Sand urns

shall be clean and free of smoking material and filled to an appropriate level with clean sand, at no additional cost to the City.

Floor Mats

All floor mats located in either the exterior or interior of the facility, shall be vacuumed on service days. Entrance mats shall be lifted to remove soil and moisture underneath and shall then be returned to their normal location after cleaning. No mats shall be placed upon a damp or wet floor surface. Mats shall be repositioned in a manner that shall not jeopardize the safety of the general public or City employees.

Doors

All doors, door handles, door frames, and kick and push plates, shall be cleaned weekly or more frequently if needed, using a micro-fiber cloth dampened in an all-purpose cleaner, unless otherwise specified, to remove all smudges, fingerprints, soil, streaks, and scuff marks. After cleaning, all areas of the door shall present a clean and uniform appearance free from streaks, smudges, dirt, and scuffmarks.

HVAC Supply / Return Vents

All exposed grills and vents shall be wiped with a micro-fiber cloth and damp-wiped weekly. After cleaning, all areas of the grills and vents shall present a clean and uniform appearance free from dust, dirt, and marks.

Walls / Baseboards

All walls/baseboards shall be cleaned as needed unless otherwise specified in these specifications, with a non-abrasive detergent solution to remove all grease and oil deposits, streaks, smudges, and other soil. After washing, the walls/baseboards shall have a uniform appearance free of all grease, soil, tape, decals, contact paper, and graffiti.

Elevator

Elevator cleaning shall be performed on service days and shall be uniformly cleaned with no dust, soil, fingerprints, or smudges. Where floors have resilient type covering, all necessary cleaning operations shall be performed to provide a clean and polished appearance after each cleaning. The Awarded Contractor shall perform the following items in cleaning and servicing elevators:

1. Pick up any trash, food, or debris dropped on floors.
2. Spot clean spills using appropriate techniques.
3. Spot clean fingerprints from stainless steel fascia in the elevator landings.
4. Mop floors to remove dirt and stains.
5. Remove gum from floors.
6. Clean walls, car stations, push buttons, and kick panels.
7. Clean door tracks with scrub brush or vacuum cleaner.
8. Clean stainless steel elevator walls and door sills with clean white cloth.
9. Spot clean and polish to remove marks and smudges.
10. Clean all stainless-steel fascia in the elevator lobby.
11. Polish stainless-steel surfaces.
12. Scrub floors.
13. Clean all interior elevator cab windows, all interior windows, and interior/exterior doors.

Entrances

Entrance area cleaning shall be performed on service days and shall include, but not be limited to, the following:

1. All doors, sliding and glass panels, clerestory, and windows, shall be cleaned and then dried with a

- squeegee to provide a clean, streak/spot/drip free appearance.
2. All debris, including, but not limited to, paper, gum, leaves, cigarette butts, and cobwebs shall be removed daily, both on the inside and outside of the entrance out five feet (5') in front of each entrance on the first floor.
 3. All door and window frames, doorknobs, and push bars, shall be cleaned with a cloth dampened with an all-purpose cleaner.
 4. All mats shall be vacuumed and returned to their original positions.

Fitness Centers

The fitness centers at the Community Center and MIDFLORIDA Event Center are part of the services in this Contract as fitness-related services into the following tasks: Vacuum all carpets and fitness flooring throughout the fitness centers daily and damp mop all fitness flooring floor daily with Ph neutral cleaner. Perform daily wet mopping of all vinyl, tile, and tuf-flex floors, including those in the fitness centers and multi-purpose room, including mirrors throughout the fitness centers, including those in the fitness center and multi-purpose room. Additionally, clean all mirrors throughout the building including those in the fitness centers and multi-purpose room, twice weekly.

Kitchen and Breakroom

Kitchen and breakroom cleaning shall be performed on service days. A properly cleaned kitchen and breakroom shall be uniformly cleaned and disinfected, as specified herein. The Awarded Contractor shall perform the following items in cleaning and servicing kitchens and breakrooms:

1. Remove trash.
2. Vacuum mats and carpeted floors.
3. Sweep hard surface floors.
4. Clean drinking fountain.
5. Wet mop hard surface floors with a germicidal cleaner.
6. Machine scrub floors that cannot be completely cleaned by wet mopping with a germicidal cleaner.
7. General clean.
8. Fill towel and soap dispensers.
9. Clean and disinfect all surfaces of fixtures and accessories, damp-wipe all countertops, and scrub sinks.

Disinfecting

The Awarded Contractor shall use a germicidal cleaner to clean and disinfect all surfaces of kitchen and break rooms, including cabinets, basins, countertops, tables, walls, dispensers, all exterior surfaces of appliances, and all floor surfaces.

Final Appearance

Upon completion of cleaning and servicing kitchens and breakrooms, trash shall be removed; all surfaces shall be disinfected and shall have no streaks, marks, detergent residue, dirt accumulations, or soiling on any kitchen or coffee room surface; and dispensers shall be full.

NOTE: The Awarded Contractor shall not be responsible for cleaning and or maintaining the *inside* of kitchen appliances (e.g., microwaves, refrigerators, toaster, coffee pots, etc.).

Nonspecific Tasks

The Awarded Contractor shall perform miscellaneous activities as directed by the City Contract Manager. No tool, piece of equipment, chemical, or supply not normally used in performing routine services, shall be required for such tasks.

Routine Work Tasks and Frequencies, Per Area

Routine Work Tasks	A	B	C	D	E	F	G	H
1. Clean and disinfect drinking fountains	---	---	---	---	D	---	---	D
2. Clean and disinfect fixtures	---	D	---	---	D	---	---	---
3. Clean and refill floor drains	---	D	---	---	---	---	W	---
4. De-scale toilets and urinals	---	D	---	---	---	---	---	---
5. Disinfect all surfaces	---	D	D	D	D	W	---	D
6. Polish stainless steel/chrome/brass	D	D	W	D	D	W	M	D
7. Dust furniture/equipment surfaces	---	D	W	---	W	---	M	D
8. Dust building surfaces	W	D	W	D	D	W	M	D
9. Overhead dusting	---	D	W	W	W	W	M	D
10. Dust mop or sweep hard surface floors	---	D	D	D	D	W	M	D
11. Damp-mop hard surface floors	---	---	D	D	---	---	---	---
12. Wet mop hard surface floors	---	D	W	D	D	W	M	D

Routine Work Tasks	A	B	C	D	E	F	G	H
13. Pick up litter	D	D	D	D	D	D	D	D
14. Trash/recycle material removal	D	D	D	---	D	---	D	D
15. Clean and refill dispensers	---	D	---	---	D	---	---	---
16. Remove carpet stains	---	---	D	D	D	D	---	D
17. Spot clean building surfaces	D	D	D	D	D	W	M	D
18. Spot clean furniture	---	D	D	---	D	---	---	D
19. Vacuum traffic lanes	---	---	D	---	---	---	---	D
20. Vacuum completely	---	---	W	W	D	---	M	D
21. Clean interior/exterior glass/mirrors	W	W	W	---	---	---	---	---
22. HVAC Supply/Return Vents	---	M	M	---	---	---	---	M
23. Walls/Baseboards	---	---	M	---	---	---	---	M

Frequency: D=Daily, W=Weekly, M=Monthly

Areas are defined as:

- A. Building Exterior Entrances, Walkways, and Ash Receptacles
- B. Restrooms
- C. Offices, Work Rooms, Conference Rooms, Copy Rooms, File Rooms, Etc.
- D. Elevators
- E. Kitchens, Break Rooms and Waiting Areas
- F. Stairs and Stairwells
- G. Storage – Custodial Closets
- H. Corridors and Lobbies - Entry Level and Areas with Heavy Traffic including Floor Mats

DAYTIME RESTROOM SERVICE

The Awarded Contractor shall provide daytime restroom services as indicated in the specifications between the hours of 11:00 a.m. – 1:00 p.m., as follows:

1. City Hall (Building A): All three (3) floors, Monday through Fridays.
2. Building Department (Building B): Two (2) floors, Monday through Fridays.
3. Police Building (Building C): First floor only, seven (7) days per week.

Daytime Restroom Service is in addition to the Routine Restroom Services performed in the evening or after normal office/work hours.

No additional compensation shall be provided for Daytime Restroom Service, and Awarded Contractor shall take this into consideration when submitting a bid. Daytime Restroom Service is incidental to the amounts bid for each location and shall not be paid separately and shall be included in the amount bid for each location for Routine Services.

ADDITIONAL WORK AS NEEDED

When additional work is required by the City, the Awarded Contractor shall be paid the hourly rate offered on the bid response page(s) for daytime or project work, depending on the type of additional work required. If the work occurs on a Saturday, Sunday, or holiday, the Awarded Contractor shall be paid 1.5 times the hourly rate offered during the hours worked. The City reserves the right to request additional work as needed at any City facility.

EMERGENCY SERVICES AS NEEDED

When additional work is required by the City for an emergency, the Awarded Contractor shall be paid the hourly rate as offered on the bid response page(s) for Emergency Rate. The Awarded Contractor shall have standby emergency personnel able to respond within thirty (30) minutes of notification by the City Contract Manager.

No additional compensation shall be given to the Awarded Contractor on a Saturday, Sunday, or holiday. The Awarded Contractor shall take this into consideration when submitting their bid.

Emergency situations include spills, flooding, overflows, cleaning of bodily fluids, preparations for hurricanes, floods, and other disasters, as well as post-disaster recovery efforts and other tasks as assigned by the City Contract Manager.

FACILITIES ADDED OR DELETED FROM CONTRACT

The City reserves the right to add or delete facility (building) locations and/or services, temporarily or permanently, to or from the Contract at any time. Deletions shall be at no additional cost or penalty to the City. The price for Routine Services added for a location shall be based on the price bid, per square foot, for a similar type of building on the Bid Response pages.

SPECIAL PROCEDURES

Extra Supplies

The Awarded Contractor shall leave an extra supply of toilet paper, hand towels, hand soap, and both large and small plastic bags adequate to prevent depletion of these supplies in the facility before the next routine servicing.

Equipment and Supplies

All equipment at the beginning of the Contract term shall be either new, or if used, in safe, clean, and in proper working condition. The City Contract Manager may reject any used equipment, which does not, in his sole opinion, meet the criteria listed herein. In the event the City Contract Manager rejects the equipment, the Awarded Contractor shall, within twenty-four (24) hours, replace such equipment with equipment acceptable to the City Contract Manager.

All necessary cleaning equipment including, but not limited to, power driven floor scrubbing machines, waxing, and polishing machines, industrial type vacuum cleaners, and all necessary motor trucks, commercial steam cleaners with attachments, etc., needed to properly perform the services defined in the Contract shall be furnished by the Awarded Contractor. Such equipment shall be of the size and type customarily used in work of this kind and shall

meet all OSHA and local standards and also meet the approval of the City Contract Manager. All equipment shall be maintained to original factory specifications. Altering of equipment shall not be permitted.

The City Contract Manager may inspect equipment at any time. Defective equipment shall be removed immediately and replaced with proper working equipment within twenty-four (24) hours.

MINIMUM SPECIAL EQUIPMENT REQUIREMENTS

All equipment shall satisfy the minimum specifications established by the City as specified herein, unless otherwise approved by the City in writing.

The Awarded Contractor shall supply mop buckets equivalent to a wave brake water bucket which keeps dirty water separate from clean water, helping to reduce the potential for cross-contamination.

The Awarded Contractor shall provide industrial vacuums compliant with the following minimum specifications and provide the City with validation of compliance. The vacuum system shall possess filtration efficiency capable of trapping 99% of contaminants as small as 0.3 micron. The Awarded Contractor shall comply with manufacturer's specifications for filter bag replacement and follow manufacturer's recommendation for filter change frequency.

The Awarded Contractor supplied vacuum shall be of commercial grade, HEPA certified. Filter bag or bagless, must be a (HEPA) high efficiency type. Vacuum can be an upright, canister, or backpack.

Cleaning Equipment

All rotary machines used for buffing purposes shall be hi-speed machines, running at 350 to 1,200 RPM. All rotary machines used for scrubbing purposes shall run between 175 and 350 RPMs only.

When dusting and cleaning is required, micro-fiber cloths shall be used. Feather dusters shall not be used. Micro-fiber mops shall be used to eliminate the scattering of dust.

Electrical Connections

The Awarded Contractor shall instruct its employees on the proper manner in which to perform their duties around sensitive equipment. This shall include the identification and usage of the proper electrical circuits to use with the electrical cleaning equipment.

The Awarded Contractor shall instruct their employees to use hallway/common area circuit plugs. No office or workstation plugs shall be used to run janitorial machines.

Special consideration shall also be given to:

1. Avoidance of power interruptions to devices.
2. The use of the same circuit by cleaning equipment and sensitive devices at any one given time.
3. The use of only those cleaning products guaranteed to not damage sensitive electronic equipment or devices.

ENVIRONMENT AND CHEMICALS

SAFETY DATA SHEETS

Any item delivered from this Contract must be accompanied by a Safety Data Sheet (SDS) for each facility location. The SDS shall include the following information: (a) The chemical name and the common name of the toxic substance. (b) The hazards or other risks in the use of the toxic substance, including: 1. The potential for fire, explosion, corrosivity, and reactivity; 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and 3. The primary routes of entry and symptoms of overexposure. (c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to toxic substances, including appropriate emergency treatment in case of overexposure. (d) The emergency procedure for spills, fire, disposal, and first aid. (e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information. (f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

All chemicals shall satisfy the minimum specifications including brand equivalencies, established by the City as specified herein, unless otherwise approved by the City in writing.

USE OF ENVIRONMENTALLY PREFERRED PRODUCTS (EPP) AND SERVICES

All chemicals shall be “Green Seal Certified,” “EPA’S Safer Choice” or “Designed for the Environment,” or otherwise approved in writing by the City Contract Manager.

Any item substituted during the term of the Contract for any product previously approved shall be submitted to the City Contract Manager for written approval prior to use.

Bleach, ammonia, and acid products shall not be used or maintained on premises.

Germicidal Cleaner

Odorless germicidal cleaner shall be used. The product shall not cause any surface deterioration when used properly and shall not cause colors to bleach or bleed. All containers shall be labeled with the hazardous agent noted and necessary precautions indicated.

- Tru-mix Q128 Hard Surface Disinfectant or equal, if and as approved in writing by the City Contract Manager.
- Spartan Clean On The Go hdqC2 or equal, if and as approved in writing by the City Contract Manager.

All-Purpose Cleaner

The cleaner shall be made from high quality soaps, abrasives, and disinfectant agents, uniformly mixed. The product shall not cause any surface deterioration when used properly and shall not cause colors to bleach or bleed.

- Trumix DC2 #2 Neutral Cleaner or equal, if and as approved in writing by the City Contract Manager.
- Spartan Clean by Peroxy (Green Seal) or equal, if and as approved in writing by the City Contract Manager.

Stainless Steel Cleaner

Stainless Steel Cleaner shall be non-toxic, biodegradable, have no petroleum, zero Volatile Organic Compounds (VOC's), be non-abrasive, and non-flammable.

- Fuller Professional Stainless Steel Cleaner Solvent/Water based or equal, if and as approved by the City Contract Manager.
- Claire Water Base Stainless Steel Maintainer or equal, if and as approved in writing by the City Contract Manager.

Prohibited Product: Sheila Shine.

Bowl Cleaner

Non-acid bowl cleaners shall be chemically effective for removal of scale, film, plumber's stone, or organic material and shall not damage the bowls. It shall also clean and deodorize without damaging the finish or fittings. Any bowls, valves, or fixtures damaged shall be replaced by the Awarded Contractor, at his sole expense, with an identical product approved by the City, at no additional cost to the City and to the satisfaction of the City Contract Manager.

- Trumix Q128 Hard Surface Disinfectant or equal, if and as approved in writing by the City Contract Manager.
- LYSOL Hygienic Automatic Toilet Cleaner or equal, if and as approved in writing by the City Contract Manager.
- Professional LYSOL Power Bathroom Cleaner – Soap Scum and Shine or equal, if and as approved in writing by the City Contract Manager.
- Professional LYSOL Disinfectant Basin Tub & Tile Cleaner or equal, if and as approved in writing by the City Contract Manager.

Glass Cleaner

Glass cleaner shall be a blend of synthetic organic detergents, alcohols, solvents, and germicidal components. It shall not contain any perfume, ammonia, or inorganic alkalis.

- Franklin Cleaning Technology Hydrogen Peroxide Multi-Purpose Cleaner or equal, if and as approved in writing by the City Contract Manager.
- Spartan Tribase Multi-Purpose Cleaner (Green Seal) or equal, if and as approved in writing by the City Contract Manager.

Floor Finish, Sealer, and Stripper

All specifications for floor finishes, sealers, and strippers shall conform to the manufacturer's instructions.

Floor finish shall be non-yellowing on the floor and should be milk white in the original container rather than tan. Floor finish, sealers, and strippers shall be low odor.

Floor Sealer / Finish

A product manufactured without heavy metals and ozone-depleting compounds. Low maintenance to UHS burnishing.

- Franklin Green Option Floor Sealer/Finish or equal, if and as approved in writing by the City Contract Manager.
- Franklin Megastar or equal, if and as approved in writing by the City Contract Manager.
- Franklin Quasar or equal, if and as approved in writing by the City Contract Manager.
- Franklin Nova X or equal, if and as approved in writing by the City Contract Manager.
- Franklin De-fense or equal, if and as approved in writing by the City Contract Manager.
- Franklin Cross Link II or equal, if and as approved in writing by the City Contract Manager.
- Trimix DC2 #20 UHS Combo Cleaner/Maintainer or equal, if and as approved in writing by the City Contract Manager.

Carpet Cleaning Chemicals

Carpet Neutralizer:

- Franklin Brown Bee Gone RTU or equal, if or as approved in writing by the City Contract Manager.

Carpet shampoo:

- Franklin Super Carpet & Upholstery Shampoo or equal, if or as approved in writing by the City Contract Manager.
- Spartan Plus 5 carpet shampoo or equal, if or as approved by the City Contract Manager.

Carpet extraction solution:

- Franklin Water Extraction Carpet Cleaner or equal, if and as approved in writing by the City Contract Manager.

Carpet Defoamer:

- Franklin T.E.T. #18 Defoamer or equal, if and as approved in writing by the City Contract Manager.
- Spartan Defoamer or equal, if and as approved in writing by the City Contract Manager.

Carpet pre-spray/spotter:

- Franklin Answer Multi-Use Carpet Cleaner or equal, if and as approved in writing by the City Contract Manager.

Carpet – Bonnet Chemicals:

- Spartan Bonnet and Traffic Carpet Cleaner or equal, if and as approved in writing by the City Contract Manager.
- Traffic and Bonnet Cleaner REN07002-MS or equal, if and as approved in writing by the City Contract Manager.

Soil Retardant Chemicals:

- Spartan SPARTAGARD – Carpet Protector or equal, if and as approved in writing by the City Contract Manager.

Dry Foam Cleaning for Floor:

- Spartan Contempo H2O2 Spotting Solution or equal, if and as approved in writing by the City Contract Manager.
- Spartan SSE Carpet Prespray & Spotter or equal, if and as approved in writing by the City Contract Manager.
- Encapsulating Pre-Spray Treatment or equal, if and as approved in writing by the City Contract Manager.
- BETCO FiberPro Dry Foam or equal, if and as approved in writing by the City Contract Manager.

Lockers and Shower Floor Cleaner:

- Virex II 256 or equal, if and as approved in writing by the City Contract Manager.
- Spartan HDQ or equal, if and as approved in writing by the City Contract Manager.

Lockers and Shower Floor Sealer:

- Spartan Between The Lines or equal, if and as approved in writing by the City Contract Manager.
- Betco Floor sealer or equal, if and as approved in writing by the City Contract Manager.

ASBESTOS COMPOSITION FLOOR TILE CLEANING CARE PROCEDURES

The Awarded Contractor shall train its employees on the principles and understanding of asbestos tile cleaning procedures in compliance with OSHA and EPA regulations. Asbestos tile cleaning procedures shall apply to floor

tile and baseboard cleaning care in all City buildings and facilities built prior to 1980, and any portion of flooring that has been determined by the City to require special procedures.

The Awarded Contractor shall provide asbestos awareness training to all employees, at least every year. Any new employee(s) must additionally receive this training before beginning work under this Contract. The Awarded Contractor shall certify to the City Contract Manager in writing that employees have received the required awareness training.

BIO-HAZARD WASTE, BLOOD BORNE PATHOGEN MATERIALS

The Awarded Contractor shall train its employees on the principles and understandings of bio-hazardous waste. Bio-hazardous waste shall be cleaned, disinfected, decontaminated, and legally disposed of, at no additional cost to the City. Potentially infectious materials may include, but are not limited to, blood, urine, feces, semen, vomit, saliva, needles, diapers, etc.

GENERAL

Awarded Contractor's Performance

The Awarded Contractor shall provide two (2) telephone numbers, which shall be answered twenty-four (24) hours per day, seven (7) days per week, in case of unsatisfactory performance or in the event of an emergency. When the City has cause or reason to call the Awarded Contractor due to unsatisfactory performance or an emergency, the Awarded Contractor shall return the call within twenty (20) minutes of the originating call. If the call is not returned within twenty (20) minutes, the City has the right to complete the work with City employees or other vendors, and to levy a deduction from the Awarded Contractor's monthly invoice, for actual cost to correct and/or file an unsatisfactory Vendor Performance Report.

Supervision

It is imperative that a strong supervisory support group exists to ensure that high quality standards are maintained, and services are being performed as outlined. The Awarded Contractor shall provide responsible on-site supervision whenever its employees are working in connection with the Contract in order to ensure competent performance of work. The Awarded Contractor shall designate, at a minimum, one (1) project manager who shall be responsible for the overall operations and ensure all parties are fulfilling their duties and responsibilities. Daily inspections shall be conducted to ensure that the services included in the Contract are being performed and ensure accountability of their staff. Supervision costs shall be incorporated into the Awarded Contractor's offer and shall be at no additional cost to the City. Within thirty (30) days of Contract award, the Awarded Contractor shall provide an outline of the organizational structure and responsibilities of the specific managers, supervisors, and lead workers who will participate in the Contract. In the event that there are changes to the organizational structure/personnel, the City Contract Manager shall be notified immediately via email. Each individual's participation shall be designated as full-time or part-time participants. Qualifications and experience of each individual should also be included.

The project manager or his designee shall meet with the City Contract Manager at a time and place specified by the City Contract Manager, as requested. All problems and/or complaints shall be handled directly between the City Contract Manager and the Awarded Contractor, or the Awarded Contractor's Supervisor upon request.

Awarded Contractor's employees shall not engage in conversation with City staff that reflects a lack of understanding or consideration for the customers' needs and should direct City staff to contact the City Contract Manager. Employees shall refrain from providing excuses for work not performed.

Cell phones and radios for Awarded Contractor's employees shall be furnished by the Awarded Contractor at no cost to the City.

The City Contract Manager may require the Awarded Contractor to immediately remove any employee/supervisor/manager if the City Contract Manager, in his sole discretion, determines it to be in the best interest of the City.

The Awarded Contractor shall perform an inspection of all assigned locations each week. A written inspection form shall be provided to the City Contract Manager prior to the end of the work week during which the inspection was conducted. The format of the written inspection form shall be approved by the City Contract Manager.

PROJECT MANAGER QUALIFICATIONS:

1. Five (5) years' experience in the custodial field and two (2) years' experience as project manager.**(please supply resumes)**
2. Must speak, read, and write English fluently.
3. Must attend meetings with designated City representatives, as required.
4. Must have the ability to prepare and maintain written reports and schedules.

AWARDED CONTRACTOR'S PERSONNEL

The Awarded Contractor shall:

1. Have all personnel be of the utmost integrity and not deviate from their assigned tasks and work areas. The requirements specified herein are only a brief overview of what is expected from the Awarded Contractor and shall not be limited to what is outlined.
2. Provide the City with a steady and dependable workforce. Personnel turnover shall be kept to a minimum.
3. Provide competent, trustworthy, and properly trained personnel for their work. The Awarded Contractor and its personnel shall be required to comply with all applicable regulations of the City and any other regulations that have jurisdiction.
4. Understand the City Contract Manager reserves the right to prohibit, with or without cause and at his sole discretion, any of the Awarded Contractor's personnel from performing services in City facilities or in connection with the Contract.
5. Propose replacement personnel that meets all minimum qualifications specified herein. Replacement personnel shall be provided at no additional cost to the City. The City may reject any replacement if work performance is questionable or unfavorable, in the City's sole discretion.

The City will be the sole judge of the qualifications of the proposed replacement personnel. This shall also apply when the Awarded Contractor substitutes an employee with a backup in the absence of regularly scheduled staff. The City Contract Manager shall be notified in writing within a reasonable amount of time prior to substitution for approval. Approval must be granted prior to the employee starts servicing the location.

6. Take into consideration that due to the nature of activities conducted at City facilities, the City requires background checks be performed for all employees used in the performance of the Contract. All employees working on City owned or leased property shall be fingerprinted and issued a badge prior to work. **Background checks and fingerprinting shall be done by the Police Department at no charge to the Awarded Contractor. The Awarded Contractor shall pay for an employee's lost badge replacement. To verify identification, all onsite staff shall be required to pass a state and national fingerprint-based record checks prior to granting access to the Police Department, IT Department, as well as any designated physically secure locations or controlled areas in accordance with the Criminal Justice Information Services (CJIS) Security Policy Version 5.9.3 (CJISD-ITS-DOC-08140-5.9.3). Each individual onsite staff person shall sign the "FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM," attached.**
7. Instruct their employees that they are not to be assisted or accompanied by non-employees during their shifts or employees not approved to work at the specific location.
8. Notify the City Contract Manager, in writing, immediately of an employee's termination. The employee's access and ID badge shall be returned immediately for processing.
9. Be responsible for ensuring that all custodial staff be able to communicate and take oral direction in English. Day staff working in a group of two (2) or more, shall be required to have a minimum of one (1) staff member able to communicate and take oral direction in English. If it is found there is no one capable of so communicating, the City, at its discretion, has the right to remove the staff from the building and call the Awarded Contractor for an immediate replacement.
10. Be responsible for ensuring that its employees do not use City property, including but not limited to, radios, computers, copiers, calculators, and telephones.
11. Be responsible for ensuring that its employees do not read, copy, or disclose, in any fashion any unauthorized materials and/or documents.
12. Be responsible for ensuring that its employees do not disturb papers on desks or open desk drawers and cabinets or any other unauthorized containers.
13. Report to the City any possible theft by employees or any allegations of employee dishonesty immediately after Awarded Contractor becomes aware of the theft or allegations of employee dishonesty. Specifically, the Awarded Contractor shall inform the City in writing of any report, discovery, or investigation of any theft, fraud, or damage to City or private property.
14. Prohibit any employee from remaining on the job site or working in connection with the Contract, if the employee appears to be under the influence of drugs or alcohol. Drugs or alcohol shall not be permitted in/at any City facility.
15. Not allow the consumption of food or drink in any areas other than those areas designated by the City Contract Manager.
16. Ensure employees shall not sit down, take breaks, or otherwise loiter in any public areas while on duty or off duty, while still in uniform. The Awarded Contractor shall instruct its employees to use the break/lunchroom whenever practical in order to minimize loitering in the public areas.
17. Ensure that its employees do not adjust any building thermostats.
18. Not allow employees to loiter or congregate in office areas when they should be working.
19. Ensure that the Awarded Contractor's employees notify the City Contract Manager of any missing or damaged furnishings or equipment. In addition, any items requiring maintenance or repair shall be reported to the City Contract Manager. Items such as clogged toilets, leaking pipes, loose tile, in-operative lights, etc., are expected to be reported immediately upon discovery.

AWARDED CONTRACTOR'S ACCESSIBILITY / CELLPHONES

The Awarded Contractor shall return all phone calls, texts, and/or emails from the City Contract Manager within twenty (20) minutes, twenty-four (24) hours per day, seven (7) days per week. In buildings with daytime services, Awarded

Contractor's employees shall be available utilizing a portable communicable device, which shall be furnished by the Awarded Contractor at no additional cost to the City.

TRAINING

The Awarded Contractor shall:

1. Maintain a training record for each employee. The training record shall show at a minimum the employee's name, date of employment, and the type and date of each training class attended. The Awarded Contractor shall present such records for inspection upon request by the City Contract Manager. The City Contract Manager may from time to time monitor the instruction of such training classes.
2. At a minimum, ensure each employee is trained to perform the requested services outlined and training is performed on a reoccurring basis; is trained in the proper methods and use of tools, chemicals, equipment, and supplies; is trained in restroom cleaning, general office cleaning, and carpet and floor care; OSHA requirements; asbestos awareness training; bio-hazardous waste training; and any other skills or knowledge needed by the employees of the Awarded Contractor to safely and adequately perform the services under the contract.

The Awarded Contractor shall provide training to employees at no additional cost to the City.

SCHEDULING, EMPLOYEE WORK HOURS AND WAGES

The Awarded Contractor shall be responsible for the scheduling of its employees in order to accomplish the tasks and cleaning requirements at the times designated by the City Contract Manager.

Work shall be scheduled such that it will not disrupt the functions and normal day-to-day procedures of the City facilities and conform to all security requirements in place for each building being serviced.

The City reserves the right to approve and make changes at any time to the schedule for when services are to be provided in order to accommodate the building occupant's needs and requirements. This shall be taken into consideration when submitting an offer and shall be strictly enforced.

The Awarded Contractor shall be responsible for providing sufficient staff to accomplish all stated tasks for routine services within the allotted timeframe the City allows for each building requiring routine service as determined by the City Contract Manager. The Awarded Contractor shall conform to the City daytime and project work schedule and shall at all times have on site the required number of staff to complete the services. Once awarded the Contract, the Awarded Contractor shall provide a schedule for all locations requiring service, what custodial staff shall be assigned to each location, and shall notify the City Contract Manager of employee leave dates. This list shall be current at all times and when changes are made, the City Contract Manager shall be notified via email prior to any substitution. At no time shall an employee be substituted without prior written approval from the City Contract Manager and without proper clearance (applicable background check and card access, if required at site) for the location requiring service. **If the Awarded Contractor does not comply with these requirements, termination may be exercised as this could pose a security breach if unauthorized individuals are granted access.**

HOLIDAYS

The following days are City of Port St. Lucie recognized holidays:

New Year's Day

Veteran's Day

Martin Luther King Day

Thanksgiving Day

President's Day

Day after Thanksgiving

Memorial Day

Christmas Eve Day

Independence Day

Christmas Day

Labor Day

New Year's Eve Day

The dates of the holidays observed change yearly. The Awarded Contractor shall check with the City Contract Manager for an exact schedule of when the City observes each holiday, as some buildings do not observe certain holidays and are open. No additional compensation will be provided for scheduled services (i.e. Daytime and Routine) on these days if a location is open. If additional services are requested during a Holiday that is not already part of the regularly scheduled service, the Awarded Contractor shall be compensated accordingly for the requested service.

UNIFORMS AND IDENTIFICATION BADGES

The Awarded Contractor's employees shall be attired in distinctive, clean, and identifiable uniforms furnished by the Awarded Contractor, at the Awarded Contractor's sole expense, and approved by the City Contract Manager. They shall be neat and clean in appearance. The uniform shall consist of long pants and a prominent logo on the shirt. No T-shirts or open-toed footwear shall be permitted.

The Awarded Contractor's employees shall also always wear an identification badge in plain sight. Any employee found without a badge and in full uniform shall be sent home and the City Contract Manager shall levy a deduction against the Awarded Contractor's monthly invoice for any services not performed.

SIGN-IN LOG

The Awarded Contractor shall provide a sign-in log form acceptable to the City Contract Manager for each location. The log shall identify the date, arrival and departure time, and employee name and signature. The Awarded Contractor shall provide the City with a copy of the attendance record with employee(s) names, and hours worked, when requested by the City Contract Manager.

REQUIRED DOCUMENTATION

All required documentation shall be provided to the City Contract Manager throughout the term of the Contract, including subsequent renewals, unless otherwise noted. Any changes or updates shall be provided to the City Contract Manager.

A Safety Data Sheet (SDS), in compliance with the standards set forth by the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard, shall be provided for all chemicals used in the performance of the Contract at each location.

All changes/updates to the chemicals utilized shall be submitted for prior approval in writing to the City Contract Manager immediately along with a new SDS.

SCAVENGING

The Awarded Contractor shall develop, implement, and maintain adequate procedures to ensure that employee(s) do not scavenge through any personal belongings or City items.

SOLICITING

The Awarded Contractor shall develop, implement, and maintain adequate procedures to ensure that employee(s) do not solicit any services from City staff or on any City property.

SAFETY

The Awarded Contractor shall be responsible for ensuring that any work performed in connection with the Contract shall conform to the guidelines set forth by the Occupational Safety and Health Administration.

The Awarded Contractor shall submit to the City Contract Manager a program for safety. This program shall include the specific action the Awarded Contractor shall take to train its employees in:

1. Safe work habits
2. Safe use of cleaning chemicals
3. Safe use of cleaning equipment
4. Recognizing hazardous or other materials that are not permitted for use in the Contract.
5. Slip and falls.
6. Use of Personal Protective Equipment (PPE)

For all operations requiring the placement and movement of the Awarded Contractor's equipment, the Awarded Contractor shall observe and exercise, and compel its employees to observe and exercise, all necessary caution and discretion so as to avoid injury to persons or damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and City personnel. **No doors shall be propped open at any time.** All ladders, scaffolding, or other devices used to reach the surface of objects not otherwise accessible shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved into the areas where they are required, placed, shifted where necessary, and removed from the areas in such a manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel. When the Awarded Contractor's employees use any motorized vehicles in connection with the Contract, the Awarded Contractor shall instruct its employees that such use shall be in a safe and careful manner, and that all posted speed limits shall be observed.

The Awarded Contractor shall display signs when floorwork is being performed in order to notify the public of potential safety hazards. Signs shall be immediately removed once the floor is no longer a potential safety hazard.

The Awarded Contractor shall participate in all accident/incident investigations. Participation shall include dispatching the Supervisor within fifteen (15) minutes, where applicable, and a maximum response time of one (1) hour, including holidays, to be on site where the accident/incident occurred. The Awarded Contractor shall inspect the area as well as all custodial activities that occurred up until the time of the accident/incident in order to determine if any conditions contributed to the accident/incident. A written report shall be provided to the City Contract Manager within forty-eight (48) hours after the investigation is completed. This report shall provide all of the pertinent information of the accident/incident and the Awarded Contractor's findings.

In addition to the above, the Awarded Contractor is responsible for obeying all rules and regulations of any governing agency having jurisdiction.

ENERGY CONSERVATION

The Awarded Contractor shall comply with all energy conservation practices of the City. The Awarded Contractor shall not change thermostat settings at any time. The Awarded Contractor shall turn off all lighting when exiting each area of the building. In situations where energy management systems have shut-off lighting, the Awarded Contractor may manually turn on lighting, but it is expected that the lighting be turned off again when leaving an area.

INSPECTIONS AND REPORTS

The Awarded Contractor shall complete daily check sheets of all services performed at each location for inspection by the City Contract Manager.

The City Contract Manager will schedule a site inspection with the Awarded Contractor's Supervisor or designee on an as needed basis. No additional compensation shall be provided to the Awarded Contractor for Supervisor inspections. The

purpose of the site inspection shall be walking the sites to note adherence with the Contract. The project manager shall generate a written report within five (5) working days.

The Awarded Contractor shall maintain a file of all inspections conducted and any corrective action taken. This documentation shall be made available to the City at any time during or after the term of the Contract, for a period of seven (7) years. The Awarded Contractor's employees shall notify the City Contract Manager of any missing or damaged furnishings or equipment. In addition, any items requiring maintenance or repair shall be reported to the City Contract Manager. Items such as clogged toilets, leaking pipes, loose tile, in-operative lights, etc., are expected to be reported immediately upon discovery.

STORAGE SPACE

The City may supply at its discretion, limited storage space to the Awarded Contractor for storing supplies, materials, and equipment. The City Contract Manager shall designate these areas. The use of City storage facilities shall be on a space available basis. The City is not obligated to provide storage space, and storage for all equipment, supplies, and materials.

The Awarded Contractor is ultimately responsible for storage.

The Awarded Contractor shall keep its portion of the storage area organized, clean, and free of all debris and in accordance with all applicable fire regulations.

No materials or equipment shall be stored in City facilities other than those designated by the City Contract Manager.

No equipment or materials shall be stored in City facilities that are not directly used for the cleaning purposes stated in the Contract.

No flammable products shall be stored on City property and are the sole responsibility of the Awarded Contractor. The Awarded Contractor shall provide access to the City Contract Manager for all assigned storage space as requested. Off-site staging of supplies and inventories shall be the responsibility of the Awarded Contractor. The storage room shall remain locked.

The City shall not be held responsible for missing supplies, materials, and equipment during the term of the Contract.

SECURITY AND IDENTIFICATION

Security

The Awarded Contractor and employees of the Awarded Contractor shall take all measures necessary to comply with the security rules and regulations of the City and all Federal, State, and local rules, laws, and regulations.

The Awarded Contractor shall ensure that all rooms within buildings are locked after being serviced unless otherwise stated by staff. Exceptions to this are restrooms, interior offices without locks, and areas that are routinely left unlocked.

The Awarded Contractor shall report immediately to the City Contract Manager or the on-site City security personnel, the presence of suspicious persons, building system failures, fire, smoke, unusual odors, and conditions indicating theft or break-ins.

The Awarded Contractor shall not open locked doors for any person other than custodial staff who has work to perform in the locked room related to the Contract. Permission shall be provided by the City Contract Manager in writing to the Awarded Contractor to enter locked areas to perform services at the building occupant's requests. The Awarded Contractor shall close and/or lock all doors that it opens in order to provide services and leave the area as originally found unless otherwise requested.

In addition to any other security rules and regulations, the Awarded Contractor shall inform its employees of and enforce the following policies:

1. No guns, knives or other dangerous weapons shall be allowed on the premises.
2. No dangerous or illegal drugs or other prohibited substances, including alcohol, shall be allowed on any City property.

The Awarded Contractor shall ensure that lost or apparently lost articles, that are found by the Awarded Contractor's employees be turned in immediately to the City Contract Manager.

The Awarded Contractor shall be given instructions for each building that identifies which doors are to be accessed when entering and exiting the building. This shall be strictly enforced by the City and shall be enforced and reiterated to the Awarded Contractor's employees regarding the importance of following these restrictions, to ensure City buildings are secure at all times.

Violations of these policies shall not be tolerated.

Keys

The City shall provide the Awarded Contractor with sufficient keys to permit the Awarded Contractor to carry out the responsibilities of the Contract.

All keys provided remain the property of the City and shall not be duplicated except by the City Contract Manager. In the event that duplicates are needed, the Awarded Contractor shall notify the City Contract Manager.

Any items (e.g., keys, access cards, etc.) which become lost, missing, or stolen, shall be immediately reported to the City Contract Manager.

The Awarded Contractor shall be required to sign for each key issued to them and maintain a record of the keys and/or access devices. A key log shall be provided to the City Contract Manager on a monthly basis to ensure the Awarded Contractor has safeguards in place to avoid unauthorized access. If the Awarded Contractor loses a key, they shall be required to reimburse the City for the cost of labor and material for having duplicates made for non-subscription and subscription keys. Subscription keys lost shall also be subject to the cost of cylinder replacements, if deemed necessary to fully contain any future security concerns.

In the event of lost or misplaced keys, the City Contract Manager shall determine whether a lock change or re-keying is necessary.

The Awarded Contractor shall reimburse the City for the total cost (labor and material) of such lock changes, re-keying, and replacement keys, as determined by the City.

NON-PERFORMANCE OF SERVICES/MISCONDUCT OF EMPLOYEE

Awarded Contractor non-performance shall be considered to have occurred when services were not performed in accordance with the terms, conditions, and specifications of the Contract and/or the City deemed an employee careless, incompetent, insubordinate, or otherwise objectionable, or whose continued employment on the job is deemed to be contrary to the interests of the City.

In the event of non-performance by the Awarded Contractor, the City shall have the right to remedy by the following methods:

1. Notify the Awarded Contractor of non-performance and allow the Awarded Contractor to correct such item(s) of non-performance. Corrective action for non-performance shall be approved and completed within twenty-four (24) hours from the Awarded Contractor's notification; unless the situation is severe, then correction would be required sooner, as determined by the City. If Awarded Contractor does not correct non-performance within the specified timeframe, a Vendor Performance Report may be issued and/or a meeting may be scheduled with all parties. The corrective action should not be provided by an employee already on-site fulfilling another scheduled service. The Awarded Contractor shall provide additional staff at no additional cost to the City to rectify the issues. A Vendor Performance Report may be issued in

instances where non-performance incidents are occurring and/or non-performance has not been corrected in the allocated timeframe and/or the issue involves an employee related incident and/or severity of issue.

2. The City may correct the item of non-performance by any means it deems necessary. Direct costs incurred by the City for the correction may be deducted from payments made to the Awarded Contractor and a Vendor Performance Report may be issued.

PAYMENT

Payment will be based on the unit price(s) offered on the bid response page(s). Price shall include, but is not limited to, all supervision, labor, equipment, materials, transportation, shipping charges, surcharges, and other items, facilities, and service(s) necessary to fully and completely accomplish task(s), unless clearly noted herein. The Awarded Contractor shall not be compensated for travel time and breaks and shall only be compensated for services rendered. In the event, the City is closed for an unforeseen event (e.g. hurricane, natural disaster, etc.) and regularly scheduled services are not required, the Awarded Contractor shall not be compensated.

INVOICES

Invoices for services shall be submitted once per month, by the tenth (10th) day of each month, and payments shall be made within twenty (20) business days, unless Awarded Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) business days of receipt of Awarded Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens as described herein, and is approved by the Project Manager as required under Section XV of the Contract.

For additional services, invoices shall be provided within seven (7) days of the services being rendered. Each invoice shall contain the following:

- a) Location name and address
- b) Date of service
- c) Correct Purchase Order (PO) number
- d) Service Provided
- e) Service fee if regularly scheduled service.
- f) The total number of hours including the appropriate hourly rate if for additional services
- g) Supporting documentation, if applicable

DEFINITIONS

EMERGENCY RATE: Hourly rate per person paid for additional work required by the City in emergency situations including spills, flooding, overflows, cleaning of bodily fluids, preparations for hurricanes, floods, and other disasters, as well as post-disaster recovery efforts and other tasks as determined/assigned by the City Contract Manager.

ENVIRONMENTALLY PREFERRED PRODUCTS: Environmentally Preferred Products (EPP) and services have a lesser or reduced negative effect on human health and the environment when compared with competing products or services that serve the same purpose.

DAYTIME RESTROOM SERVICE: Daytime restroom cleaning services shall be performed between the hours of 11:00 a.m. – 1:00 p.m., at the locations and frequencies listed under Daytime Restroom Services. In order to accommodate the tenants of the building, work schedules may be modified and are at the sole discretion of the City Contract Manager at no additional cost to the City.

ROUTINE SERVICE: Cleaning services are generally provided after 5:00 p.m. and before 7:00 a.m., Monday through Friday, except where six (6) and seven (7) days of service is indicated. In order to accommodate the tenants of the building, work schedules may be modified and are at the sole discretion of the City Contract Manager at no additional cost to the

City. The number of staff for each building is determined by the Awarded Contractor who shall be held responsible for completing tasks in accordance with the specifications herein.

ADDITIONAL SERVICE AS NEEDED: Temporary additional service that is not part of the monthly service schedule. When additional work is required by the City, the Awarded Contractor shall be paid the hourly rate offered on the bid response page(s) for daytime or project work, depending on the type of extra work required. If the work occurs on a Saturday, Sunday, or holiday, the Awarded Contractor shall be paid 1.5 times the hourly rate offered for the actual hours worked.

EMERGENCY SERVICE: Temporary emergency service that is not part of the monthly service schedule. Emergency situations include spills, flooding, overflows, cleaning of bodily fluids, preparations for hurricanes, floods, and other disasters, as well as post-disaster recovery efforts and other tasks as determined/assigned by the City Contract Manager. When additional work is required by the City for an emergency situation, the Awarded Contractor shall be paid the hourly amount as offered on the bid response page(s) for Emergency Rate. The Awarded Contractor shall respond within thirty (30) minutes of notification by the City Contract Manager. No additional compensation shall be given to the Awarded Contractor on a Saturday, Sunday, or holiday. The Awarded Contractor shall take this into consideration when submitting their bid. The only exclusion to this requirement would be hurricane activation which is defined in the **HURRICANE ACTIVATION SERVICE** section.

HURRICANE ACTIVATION SERVICE: Temporary hurricane activation service that is not part of the monthly service schedule. The Awarded Contractor shall provide coverage for hurricane preparation, during activation, and post-hurricane (requires custodial staff to remain on site before, during, and after). Custodial staff shall remain on site until the City Contract Manager determines services are no longer required. Additional and/or replacement staff may be required after the storm has passed to assist with post operation. The Awarded Contractor shall be paid the price offered on the bid response page(s) for Emergency Rate for the first eight (8) hours. The Awarded Contractor shall then be paid 1.5 times the price offered on the bid response page(s) for Emergency Rate, for the duration of the assignment.

CONSUMABLE GOODS:

Consumable goods shall be included in the amounts bid for Routine Services and not paid for separately. Consumable goods shall consist of:

1. Toilet tissue
2. Hand towel rolls - unless a facility has a multifold dispenser.
3. Hand soap
4. Trash liners - clear to fit appropriate receptacles.
5. Toilet seat covers
6. Sanitary napkin disposal bags

Period of Performance

The Contract term is for a three (3) year period beginning November 1, 2024 to October 31, 2027, with options for four (4) additional one (1) year extensions, as determined by the City and with agreement by both parties.

1.3. 1.4. Overview of the eBid Process

The objective of the eBid is to select one or more qualified Contractors (as defined by Section 1.1 – “Purpose of the Procurement”) to provide the goods and/or services to the City as outlined in this eBid. This eBid process will be conducted to gather and evaluate responses from Contractor for potential award. All qualified Contractors are invited to participate by submitting responses, as further defined below. After evaluating all Contractor’s responses received prior to the closing date of this eBid and resolution of any Contract exceptions, the preliminary results of the eBid process will be publicly announced, by the City Clerk’s office, including the names of all participating Contractors and the evaluation results. Subject to the protest process, final Contract award(s) will be publicly announced thereafter.

NOTE TO CONTRACTORS: The general instructions and provisions of this document have been drafted with the expectation that the City may desire to make one award or multiple awards. For example, this document contains phrases such as “contract(s)” and “award(s).” Please refer to Section 1.1 – “Purpose of the Procurement” and Section 6.5 – “Selection and Award,” for information concerning the number of contract awards expected.

1.4. Schedule of Events

The Schedule of Events set out herein represents the City’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the eBid will be publicly posted prior to the closing date of this eBid. After the close of the eBid, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, award, and the Contract term on an as-needed basis, with or without notice.

Description	Date	Time
Release of eBid	As Published on DemandStar	N/A
Bidders’/Offerors’ Conference Location: OMB Conference Room City of Port St. Lucie City Hall - Bldg. A, 3 rd Floor, Suite 390 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984 Attendance is: Strongly Encouraged	May 2, 2024 8:30 a.m A one-time tour of all locations to be serviced will take place as follows. May 2 at 9:30 am to 4:45 pm May 3 at 9:30 am to 4:45 pm Please RSVP via email no later than Friday April 26 @ 3:00 pm to ibarr@cityofpsl.com if you plan on attending.	Pre bid meeting Starts at 8:30 am Tour 9:30 am Tour 8:30 am
Deadline for written questions sent via email to the Issuing Officer .	May 9, 2024	3:00 pm ET
Responses to Written Questions	May 16, 2024	5:00 p.m. ET
Bids Due/Close Date and Time	June 3 , 2024	3:00 p.m. ET
Contract Start Date	November 1, 2024	

The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, evaluation committee reviews, negotiations, and Proposal Revisions may not be required.

*In the event the estimated value of the Contract is less than \$100,000.00, the City reserves the right to proceed directly to Contract award without posting a Notice of Intent to Award.

1.5. Official Issuing Officer (Procuring Agent)

Name: India Barr

Email: ibarr@cityofpsl.com

1.6. Definition of Terms

Please review the following terms:

Contractor(s) – companies desiring to do business with the City (Also called “Bidder,” “Proposer,” or “Offeror.”)

City of Port St. Lucie (City) – the governmental entity identified in Section 1.1 – “Purpose of Procurement,” of this eBid.

Immaterial Deviation – does not give the Contractor a substantial advantage over other Contractors.

Material Deviation – gives the Contractor a substantial advantage over other Contractors and thereby restricts or prevents competition.

Procurement Management Division (PMD) – The City department that is responsible for buying, purchasing, renting, leasing or otherwise obtaining any supplies, services, professional services, construction, or any other item(s).

Responsible – means the Contractor, whether a company or an individual, has appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational, and operational capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.

Responsive – means the Contractor, whether a company or an individual, has submitted a timely offer which materially conforms to the requirements and specifications of the solicitation.

Sourcing Platform – [DemandStar](#)

Any special terms or words which are not identified in this eBid Document may be identified separately in one or more attachments to the eBid. Please download, save, and carefully review all documents in accordance with the instructions provided in Section 2 – “Instructions to Contractors,” of this eBid.

1.7. Contract Term

The initial term of the Contract(s) is for three (3) years with four (4), one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of the City. Renewal will be accomplished through the issuance of a Contract amendment from the City’s Procurement Management Division. In the event that the Contract(s), if any, resulting from the award of this eBid shall terminate or be likely to terminate prior to the making of an award for a new Contract for the identified products and/or services, the City may, with the written consent of the awarded Contractor(s), extend the Contract(s) for such period of time as may be necessary to permit the City’s continued supply of the identified products and/or services. The Contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this eBid states otherwise, the resulting award of the Contract(s) does not guarantee volume or a commitment of funds.

1.8.1 Hours of Service

The successful Bidder shall provide routine cleaning services generally after 5:00 p.m., Monday through Sunday, to complete all the work as specified herein. In order to accommodate the tenants of the building and/or ensure consistency for the overall work within the location, schedules may be modified (e.g. scheduling routine services prior to 5:00 p.m.; not commencing services until the facility is closed/all staff have left the building which can sometimes be after 9:00 p.m.) and are at the sole discretion of the City Contract Manager. No additional compensation shall be provided for scheduling, and the Bidder shall take this into consideration when submitting a bid. The successful Bidder shall provide an adequate number of staff in order to perform routine services in the allocated amount of time, as determined by the City Contract Manager. Work frequencies shall comply with the "Routine Work Tasks and Frequencies" schedule.

2. Instructions to Contractors

2.1. General Information and Instructions

2.1.1. Familiarity with Laws and Regulations

Responding Contractors are assumed to be familiar with all Federal, State, and local laws, ordinances, rules, and regulations that may affect the work. Ignorance on the part of the Awarded Contractor will in no way relieve them from Contract responsibility.

2.1.2. Submitting Questions

All questions concerning this eBid must be submitted in writing via email to the Issuing Officer identified in Section 1.6 – “Official Issuing Officer,” of this eBid. No questions other than written will be accepted. No response other than written will be binding upon the City. All Contractors must submit questions by the deadline identified in the Schedule of Events for submitting questions. Contractors are cautioned that the City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this eBid must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the eBid*

Question #2 Question, *Citation of relevant section of the eBid*

2.1.3. Attending Bidders’/Offerors’ Conference

The Bidders’/Offerors’ Conference or any other information session (if indicated in the Schedule of Events) will be held at the offices referred to in Section 1.4 – “Schedule of Events,” of this eBid. Unless indicated otherwise, attendance is not mandatory, although Contractors are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Contractor must attend the conference in its entirety to be considered eligible for Contract award. The Contractor is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to consider any representative arriving late to be “not in attendance.” Therefore, all Contractors are strongly encouraged to arrive early to allow for unexpected travel contingencies.

2.1.4. The City’s Right to Request Additional Information – Contractor’s Responsibility

Prior to Contract award, the City must be assured that the selected Contractor has all the resources to successfully perform under the Contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the City, financial resources sufficient to complete performance under the Contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the Contractor’s ability to perform, if awarded, the City has the option of requesting from the Contractor any information deemed necessary to determine the Contractor’s responsibility. If such information is required, the Contractor will be so notified and will be permitted approximately seven (7) business days to submit the information requested.

2.1.5. Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the eBid will not be considered. The Contractor’s response must be complete in all respects, as required in each section of this eBid.

2.1.6. Rejection of Proposals; The City’s Right to Waive Immaterial Deviation

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a Contractor’s response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements provided that all the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this eBid**. A Contractor’s response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a Material Deviation from the eBid requirements, which determination will be made by the City on a case-by-case basis.

NOTE: The City reserves the right to reject the Bid of any Contractor who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not

in a position to perform properly under this award. This includes the firm, employees, and financial or legal interests. The City will not enter into a Contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List, or Debarment List. Please see [section 287.133, Florida Statutes](#), for further information regarding business transactions with companies that have been convicted of public entity crimes.

2.1.7. The City's Right to Amend and/or Cancel the eBid

The City reserves the right to amend this eBid. All revisions must be made in writing prior to the eBid closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission, or other error in the eBid, it shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this eBid will be issued as an addendum. Written notice will be posted to DemandStar without divulging the source of the request. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the eBid known to it, or an error or ambiguity that reasonably should have been known to it, it shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the Contractor shall be deemed to have accepted all terms and agreed to all requirements of the eBid (including any revisions/additions made in writing prior to the close of the eBid whether or not such revision occurred prior to the time the Contractor submitted its response) unless expressly stated otherwise in the Contractor's response. **THEREFORE, EACH CONTRACTOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eBID AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE eBID.** All Notice(s) of Intent to Award (NOIAs) will be posted as referenced in Section 6.8 – "Public Award Announcement," of this document. **Contractors are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this eBid at any time.**

2.1.8. Assigning of the Contract & Use of Subcontractors

Except as may be expressly agreed to in writing by the City, Contractor shall not assign, sell, transfer, or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title, or interest therein, to any person, firm, or corporation without the written consent of the City.

Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet. The successful Bidder(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person, or organization if requested by City. If the City, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person, or organization, may, before the Notice of Award is given, request apparent successful Bidder(s) to submit an acceptable substitute without an increase in Bid price.

If apparent successful Bidder(s) declines to make any such substitution, the City may award the Contract to the next acceptable Bidder(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder(s). Any subcontractor, supplier, other person, or organization listed and to whom the City does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City subject to revocation of such acceptance after the effective date of the contract.

No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation, or liability under the Contract and for the acts and omissions of all subcontractors, agents, and employees.

All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the City. The City shall have the right to request the removal of a subcontractor from the Contractor with or without cause.

2.1.9. Proposal of Addition Services

If a Contractor indicates an offer of services in addition to those required by and described in this eBid, these additional services may be added to the original Contract at the sole discretion of the City.

2.1.10. Protest Process

Proposers should familiarize themselves with the procedures set forth in [City Code of Ordinances, Section 35.15](#). By submitting a response to this eBid, the Contractor certifies that he is on notice of section 35.15, understands the procedures set forth therein, and acknowledges he is bound by the protest process therein.

2.1.11. Costs for Preparing Responses

Each Contractor's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the Contractor. The City will not provide reimbursement for such costs.

2.1.12. Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by city ordinances and state and federal laws. Any material that is submitted in response to this eBid, including anything considered by the Contractor to be confidential or a trade secret, will become a public document pursuant to [chapter 119, Florida Statutes](#). Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals pursuant to section 119.07, Florida Statutes. Therefore, the Contractor is hereby cautioned NOT to submit any documents that the Contractor does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a Contractor may be marked as "confidential," "proprietary," etc., the City will make its own determination regarding what information may or may not be withheld from disclosure. Contractors should review [chapter 119, Florida Statutes](#) for all updates before requesting exceptions from chapter 119.

2.2. Submittal Instructions

Submittal Instructions to DemandStar

Listed below are key action items related to this eBid. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the eBid provides high-level instructions regarding the process for reviewing the eBid, preparing a response to the eBid, and submitting a response to the eBid.

2.2.1. eBid Released

The release of the eBid is communicated only through the posting of this eBid as an event in [DemandStar](#). This eBid is being conducted through DemandStar, an online, electronic tool, which allows a Contractor to register, logon, select answers, type text in response to questions, and upload any necessary documents. Each Contractor interested in competing to win a Contract award must complete and submit a response to this eBid using [DemandStar](#). Therefore, each Contractor MUST carefully review the submittal instructions on DemandStar's website and following the submittal guidance that is provided in Section 2.2 – "Submittal Instructions," of this eBid document.

2.2.2. eBid Review

The eBid (or "Sourcing Event") consists of the following: this document, and any and all information included in the Sourcing Event, as posted to DemandStar, including any and all documents provided

by the City as attachments to the Sourcing Event or links contained within the Sourcing Event or its attached documents.

Please carefully review all information contained in the Sourcing Event, including all documents available as attachments or available through links. Any difficulty accessing the Sourcing Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.5). Attached documents may be found as follows:

2.2.3. Preparing a Response

When preparing a response, the Contractor must consider the following instructions:

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert “see attached file” (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the corresponding section numbers of the eBid as specified by the City.
5. Use caution in creating electronic files to be uploaded. If the City is unable to open an electronic file due to a virus or because the file has become corrupted, the Contractor’s response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following formats: Microsoft Office 2007 and portable document format file (PDF). Unless the eBid specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer (See section 1.5) prior to utilizing another type of software and/or file format. In the event that the City is unable to open an electronic file because the City does not have ready access to the software utilized by the Contractor, the Contractor’s response will be considered incomplete and disqualified from further consideration.

2.2.4. Submitting, Reviewing, Revising, or Withdrawing a Submitted Response

After the response has been submitted, the Contractor may view and/or revise its response by logging into DemandStar. Please take note of the following:

1. **BID SUBMISSION.** All bids shall be submitted by completing and returning all required documents. All submittals are required to be electronic and be contained in **two (2) files TOTAL.** No hard copies will be accepted.
 - Upload the Excel Bid Reply Sheet - Schedule A in **Excel Format only.** (Save as File #1).
 - Upload in **one** file and in the following order: Cone of Silence , BABA Certification, (Build America ,Buy America Act , Contractor’s Code of Ethics, E-Verify Form, Non-Collusion Affidavit, Drug Free Workplace Form, Scrutinized Company List ,Contractor General Information Worksheet , Custodial Services Contract, FBI Security Addendum copy of Bid Bond, W-9, copy of Certificate of Insurance, and requested Resumes. (Save as File #2).
2. **REVIEW AND REVISE.** In the event the Contractor desires to revise a previously submitted response, the Contractor may revise the response. If the revisions cannot be completed in a single work session, the Contractor should save its progress. Once revisions are complete, the Contractor **must resubmit** its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the Contractor temporarily losing a connection to the Internet.

3. WITHDRAW. A Contractor may withdraw the proposal by removing all documents from DemandStar prior to the deadline. In the event a Contractor desires to withdraw its response after the closing date and time, the Contractor must submit a request in writing to the Issuing Officer (See section 1.5).

3. General Insurance, Bonding, and Permit Requirements

This section contains general business requirements. By submitting a response, the Contractor is certifying its agreement to comply with all the identified requirements of this section and that all costs for complying with these general business requirements are included in the Contractor's submitted pricing.

3.1. Indemnification/Hold Harmless

Contractor agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses, and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under the Contract. To that extent, Contractor shall pay any and all such claims and losses and shall pay any and all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. 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 Contractor on the work. This indemnification shall survive the termination of the Contract.

3.2. Standard Insurance Requirements

The Contractor shall on a primary basis and at its sole expense agree to maintain in full force and effect at all times during the life of the Contract, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in the Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident,

\$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.

2. Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability, Business Auto Liability, and Pollution Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract #20240066 and Janitorial Services.**" Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

4. Business Automobile Liability Insurance: The Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.
5. Waiver of Subrogation: By entering into this Contract, the Contractor agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.
6. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port

St. Lucie reserves the right, but is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

7. **Pollution Insurance:** Contractor shall procure and agree to maintain in full force during the term of this Contract, Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, for any operations relating to the handling, storage, and transportation of hazardous materials and/or waste. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

It shall be the responsibility of the Contractor to ensure that all contractors, independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all contractors, independent contractors, and subcontractors, listing the City as an Additional Insured without the language, "when required by written contract." If Contractor, any independent contractors, or any subcontractors maintain higher limits than the minimums listed above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor, independent contractor, or subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but is not obligated, to review, modify, reject, or accept any required policies of insurance including limits, coverages, or endorsements, herein from time to time throughout the term of the Contract. All insurance carriers must have an AM Best rating of at least A: VII or better.

A failure on the part of the Contractor to execute the Contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

Contractor must review the City's Standard Contract for further details and coverage requirements.

Within ten (10) business days of award, the awarded Contractor must procure the required insurance and provide the City with an executed Certificate of Insurance. Certificates must reference the Contract number and the City as the additional Insured party. The Contractor's submitted pricing must include the cost of the required insurance. No Contract performance shall occur unless and until the required insurance certificates are provided.

3.3. Bonds and/or Letter of Credit

Bid Bond

Each responding Contractor must supply a Bid Bond or Bid Deposit (certified check, cashier's check, bank money order, bank draft of any national or state bank), in a sum of not less than **\$1,000.00** made payable to the City. As a **Mandatory Requirement**, the Bid Bond or Bid Deposit must be scanned and uploaded into [DemandStar](#) along with all other required documents, thus showing evidence that a Bid Bond or Bid Deposit was obtained. Responding Contractors must send the Original Bid Bond or Bid Deposit to the City within ten (10) calendar days after the eBid Due Date as reflected above in Section 1.4 – "Schedule of Events." The Responding Contractor's bid may be considered non-responsive if the Bid Bond or Bid Deposit is not received within the specified time frame. Responding Contractors must submit a Bid Bond or Bid Deposit made payable to the City in a sealed envelope to:

India Barr
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Attn: Procurement Management Division

Bonds must be issued by a Surety authorized to do business in the State of Florida, in order to guarantee that the Contractor will enter into a contract to deliver products and/or related services outlined in this solicitation, strictly within the terms and conditions stated in the Contract.

3.3.1 Proposal Certification

By responding to this solicitation, the Contractor understands and agrees to the following: That this electronically submitted proposal constitutes an offer, which when accepted in writing by the City, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the Contractor and the City; and

1. That the Contractor guarantees and certifies that all items included in the Contractor's response meet or exceed any and all the solicitation's identified specifications and requirements except as expressly stated otherwise in the Contractor's response; and
2. That the response submitted by the Contractor shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the Contractor's offer may be held open for a lengthier period subject to the Contractor's consent; and
3. That the Contractor's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Contractor understands and agrees that collusive bidding is a violation of City ordinance, state, and federal laws and can result in fines, prison sentences, and civil damage awards.

3.4 Permits

N/A

4. eBid Bid Factors

This section contains the detailed technical requirements and related services for this Sourcing Event. The City has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The City will not tailor these needs to fit a particular solution a Contractor may have available; rather, the Contractors shall propose to meet the City's needs as defined in this eBid. All claims shall be subject to demonstration. Contractors are cautioned that conditional responses/bids, based upon assumptions, may be deemed non-responsive.

Unless requested otherwise, all responses must be provided within the provided forms/Excel worksheets included with this Sourcing Event. Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the Contractor's response.

4.1. Introduction

All the items described in this section are service levels and/or terms and conditions the City expects to be satisfied by the selected Contractor. Each Contractor must indicate its willingness and ability to satisfy these requirements in the Contractor's submitted response.

Unless otherwise specified, references to brand name or trade name/mark products are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of products that may be offered. Other products may be considered for award if such products are clearly identified and are determined by the City to meet its needs in all respects. Each Contractor's response must indicate the brand name and model, or series number of the product offered and include such specifications, catalog pages, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

4.2. Contractor's General Information

Each Contractor must complete all the requested information in the electronic purchasing system entitled **Contractor's General Information Worksheet** for inclusion with their bid response.

4.3. Mandatory Requirements

As noted in the preceding section, this eBid contains mandatory requirements (e.g., product specifications, service or quality levels, staff requirements, experience, or license requirements, etc.) which must be met by the Contractor in order for the Contractor to be considered "Responsive" and, therefore, eligible for Contract award. These mandatory requirements will be defined in one or more of the following ways:

1. Requirements in this eBid document.
2. Requirements contained in any attachment to the Sourcing Event, such as a Mandatory Requirements Worksheet and the cost worksheet.
3. Copy of Current Insurance Certificate, Licenses, required Certifications, etc.
4. Provide a complete Equipment List that will be used on this project.
5. Provide a Project Management Plan to include all personnel to be assigned to this Contract.

A Pass/Fail evaluation will be utilized for all mandatory requirements. Please review the Sourcing Event and its attachments carefully and respond as directed.

Some requirements may require a "Yes" or "No" response. Ordinarily, to be considered Responsive, Responsible, and eligible for award, all requirements identified as mandatory must be marked "YES" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirement (e.g., responding "NO" that the Contractor does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the Contractor's response, except as otherwise provided in Section 6 – "Evaluation and Award," of this eBid. Please note some requirements may require the Contractor to provide product sheets or other technical materials.

It is strongly encouraged that all Contractor's review all documents that are electronically attached to this eBid. Reviewing the documentation ensures that Contractors understand the full scope of the City's request.

5. Cost/Pricing

Each Contractor is required to submit pricing as part of its response.

5.1. General Pricing Rules

By submitting a response, the Contractor agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted pricing must include all costs of performing pursuant to the resulting Contract; and
2. All quantities and/or estimates are for information or tabulation purposes only; and
3. No warranty or guarantee is expressed or implied on the volume of products and/or services that the City may require through the negotiated Contract period; and
4. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eBid, will be treated as non-responsive and may not be considered for award; and
5. The Contractor is required to provide net prices. In the event there is discrepancy between a Contractor's unit price and extended price, the unit price shall govern; and
6. In the event there is a discrepancy between (1) the Contractor's pricing as quoted on an uploaded, detailed cost sheet such as an Excel Worksheet (if any), and (2) the Contractor's pricing as quoted by the Contractor in one or more single line entries directly into the Sourcing Event screen, the former shall govern; and
7. The prices quoted and listed in the response shall be firm throughout the term of the resulting Contract, unless otherwise noted in the eBid or Contract; and

8. Unless otherwise specified in any terms and conditions attached to the eBid, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted cost; and
9. Unless expressly permitted by the eBid, responses containing provisions for late or interest charges cannot be awarded a contract. Contractors must “~~strikethrough~~” any such provisions in printed forms and initial such revisions prior to submitting a response to the City; and
10. Contractor responses requiring prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the eBid; and
11. Unless permitted by the eBid, responses requiring payment from the City in less than thirty (30) days will be considered non-responsive.

5.2 Cost Structure and Additional Instructions

The City’s intent is to structure the cost format in order to facilitate comparison among all Contractors and foster competition to obtain the best market pricing. Consequently, the City requires that each Contractor’s cost be structured as directed in the eBid. Additional alternative cost structures will not be considered. Each Contractor is hereby advised that failure to comply with the eBid instructions, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the Contractor’s response.

Enter all information directly into the cost sheet(s). Enter numbers on each cost sheet in “number” (two-place decimal), not “currency” or other format, unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols (e.g., \$7.90 should be entered as 7.90). Prices must be in US Dollars. Enter “n/a” to indicate not available or “0” if there is no charge. Cells left blank will be interpreted as “no offer.”

Download the cost worksheet (if any), complete the worksheet, and then upload the worksheet by following the instructions in DemandStar

5.3 Payment by City’s Visa Card Program

The City currently utilizes the State of Florida [Visa Program](#). The awarded Contractor can take advantage of this program and in consideration, receive payment within several days instead of NET 30 terms. Any percentage off the quoted bid price for the acceptance of payment by Visa will be taken into account for consideration of the best value to the City. If no percentage is provided in the cost proposal, the City shall assume a zero (0) percent discount applies.

6. Evaluation and Award

All timely responses will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the most competitive bid. Once the evaluation process has been completed, the apparent successful Contractor(s) will be required to enter into discussions with the City to resolve any exceptions to the City’s Contract. The City will announce the results of the eBid as described further in Section 6.8 – “Public Award Announcement.”

6.1. Administrative/Preliminary Review

First, the responses will be reviewed by the Issuing Officer (See section 1.5) to determine compliance with the following requirements:

1. Response was submitted by deadline in accordance with Section 2 – “Instructions to Contractors.”
2. Response is complete and contains all required documents.

6.2. Best Value Analysis (See also City Code of Ordinances Section 35.12):

The following criteria will be used to select the bid that will provide the best value to the City:

- Has sufficient financial resources to complete the order.
- Can meet quoted delivery considering all other business commitments. Has a satisfactory record of performance.
- Has adequate staffing to fulfill requirements.
- Has the necessary production, technical equipment, and facilities (or ability to readily obtain them).

- Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them).
- Is a manufacturer, supplier, authorized distributor, or vendor for the requirement.
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- Has bid within a competitive price range in relation to the needed goods, services, or construction.
- The skill and experience demonstrated by the Bidder in performing contracts of a similar nature.
- The Bidder's past performance.
- Has met all requirements of the solicitation (delivery, quality, and price).
- Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance.
- Has met bid security requirements. Lack of security, where required, is a material nonconformity.
- City Ordinance Section 35.14, Local Preference in Purchasing or Contracting.

The element of price is but one of the criteria elements. When considering a proposal, the City will:

- Evaluate the pricing offered by the Bidder; consider lifecycle costing, depreciation, and service contracts.
- Determine what proposal provides the best value to the City.

Value Added: The amount or dollar value of a service that the Bidder may be able to provide the city.

- Value added may be an actual amount given to the City as a signing bonus.
- Value added may be equipment or services given to the City. In this case, the value will be determined by the City for the goods or services, not the Bidder.

6.3. Evaluating Bid Factors (Section 4)

If the Contractor's response passes the Administrative/Preliminary Review, the Contractor's responses to Section 4 – "eBid Bid Factors," will be evaluated. Responses to mandatory requirements will be evaluated on a pass/fail basis. If a response fails to meet a mandatory requirement, the City will determine if the deviation is material. A Material Deviation will be cause for rejection of the response. An Immaterial Deviation will be processed as if no deviation had occurred.

6.4. Evaluating Cost

The City may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive pricing. Submitted pricing may be evaluated/scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other responses/bids.

6.5. Selection and Award

The City reserves the right to: (a) waive minor irregularities, variances, or non-material defects in a response; (b) reject any and all responses, in whole or in part; (c) request clarifications from Contractors; (d) request resubmissions from all Contractors; (e) award in whole, in part; or by line item and (f) take any other action as permitted by law. The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right, the Contract awarded under this solicitation shall remain in effect as to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein. Contractor agrees and understands that any Contract awarded pursuant to this solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services, or award more than one Contract under this solicitation, at its sole option.

Single or Multiple Award

Any Contract award(s) resulting from the eBid will be made to the Responsive and Responsible Contractor(s) that exhibit the best value as evaluated in Section 6.3 – "Evaluating Bid Factors," that meet all required specifications, and with whom the City has reached agreement on all Contract terms and conditions. The City reserves the right to select one or more Contractors for award and to award all items to one or more Contractors,

individual line items to one or more Contractors, or subcategories of products/services to one or more Contractors, when to do so is in the best interests of the City.

6.6. Local Preference in Purchasing or Contracting (City Code of Ordinances, Section 35.14)*

Except where otherwise provided by federal or state law, other funding source restrictions, or as otherwise set forth in the purchasing policy, the City of Port St. Lucie shall give preference to local businesses in the following manner:

1. When a qualified and responsive, Non-Local Business submits the lowest best value bid, and the bid submitted by one or more qualified and responsive Local Businesses is within five percent (5%) of the price submitted by the Non-Local Business, then the Local Business with the apparent lowest best value bid offer (i.e., the lowest Local Bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest best value Non-Local bidder. In such instances, staff shall first verify if the lowest Non-Local Bidder and the lowest Local Bidder are in fact qualified and responsive bidders. Next, OMB shall determine if the lowest Local bidder meets the requirements of Section 287.087, Florida Statutes, (drug-free workplace). If the lowest Local bidder meets the requirements of Section 287.087, Florida Statutes, OMB shall invite the lowest Local Bidder, in writing, to submit a matching offer to OMB which shall be submitted in writing to OMB within three (3) business days thereafter. If the lowest Local Bidder submits a written offer that does not fully match the lowest bid from the lowest Non-Local Bidder tendered previously, the next lowest fully qualified Local Bidder will be given the opportunity to match if they are within five percent (5%). This cycle shall be repeated until there are no remaining Local Bidders within five percent (5%), then award shall be made to the Non-Local Bidder. If the lowest Local Bidder does not respond, declines or is unable to match the lowest Non-Local price(s), then award shall be made to the lowest overall best value bidder. If the lowest Local Bidder does not meet the requirement of Section 287.087, Florida Statutes, and the lowest Non-Local Bidder does, the lowest Local Bidder will be disqualified and the next lowest Local Bidder will be considered if they are within five percent (5%); award will be made to the bidder that meets the requirements of the referenced state law. In the event a Local Bidder is awarded a contract pursuant to this section, all requests for change orders increasing the cost of the project must be approved by the City Council.
2. Limitations:
 - (1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the City Code and the City of Port St. Lucie Procurement Manual.
 - (2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.
 - (3) The provisions of this ordinance shall not apply to any purchase exempted from the provisions of the City of Port St. Lucie Procurement Manual.
 - (4) The provisions of this ordinance shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), Section 287.55, Florida Statutes.
 - (5) The provisions of this section shall not be applied to any procurement where the local nature of a business has been addressed through the scoring criteria.

*** Please review City Code of Ordinances, Section 35.14, for the full governing ordinance**

6.7. Site Visits, Samples, and Oral Presentations

The City reserves the right to conduct site visits, request product/work samples, or to invite Contractors to present their product(s) and or service solutions to the evaluation team. Unless prohibited by federal, state, county, or local laws and/or ordinances, all Contractor requested presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Contractors are not permitted to revise their responses as part of the presentation and/or demonstration. Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Contractor's expense. Request for the return of samples must be made within thirty (30) days following opening of bids. Each individual sample must be labeled with the Contractor's name, bid number, and item number. Failure of the Contractor to either deliver required samples or to clearly identify samples as indicated may be

reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Management Division.

6.8. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award (“NOIA”) by the City Clerk’s Office, pending final approval by the City Council at a publicly noticed meeting. The NOIA is not notice of an actual Contract award; instead, the NOIA is notice of the City’s expected Contract award(s) pending resolution of the protest process period pursuant to City Code of Ordinances, Section 35.15. The NOIA (if any) will identify the apparent successful Contractor(s), unsuccessful Contractor(s), and the reasons why any unsuccessful Contractors were not selected for Contract award. **NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK [THE CITY CLERK’S WEBSITE](#) FOR NOTICE OF THE NOIA DURING A CITY COUNCIL MEETING.**

7. Contract Terms and Conditions

The Contract that the City expects to award as a result of this eBid will be based upon the eBid, the successful Contractor’s final response as accepted by the City, and the Contract terms and conditions, which can be downloaded from [DemandStar and found in Attachment B – Sample Contract, to this eBid](#). The “successful Contractor’s final response as accepted by the City,” shall mean: the response submitted by the awarded Contractor, written clarifications, and any other terms deemed necessary by the City, except that no objection or amendment by a Contractor to the eBid requirements or the Contract terms and conditions shall be incorporated by reference into the Contract unless the City has explicitly accepted the Contractor’s objection or amendment in writing.

Please review the [City’s Contract terms and conditions](#) and attached Sample Contract prior to submitting a response to this eBid. Contractors should plan on the Contract terms and conditions contained in this eBid being included in any award as a result of this eBid. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Contractors. The Contract terms and conditions may be supplemented or revised before Contract execution and are provided to enable Contractors to better evaluate the costs associated with the eBid and the potential resulting Contract.

Exception to Contract

By submitting a response, each Contractor acknowledges its acceptance of the eBid specifications, and the Sample Contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If a Contractor takes exception to a Sample Contract provision, the Contractor must state the reason for the exception and state the specific Contract language it proposes to include in place of the provision. Any exceptions to the Contract must be uploaded and submitted as an attachment to the Contractor’s response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eBid.

In the event the Contractor is selected for potential award, the Contractor will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period identified in the Schedule of Events. Failure to resolve any contractual issues will lead to rejection of the Contractor’s response. The City reserves the right to proceed to discussions with the next best ranked Contractor.

The City reserves the right to modify the Contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful Contractor. Exceptions that materially change the terms or the requirements of the eBid may be deemed non-responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the Contractor an impermissible competitive advantage, as determined by the City, in its sole discretion, will be rejected. If there is any question whether a particular Contract exception would be permissible, the Contractor is strongly encouraged to inquire via written question submitted to the Issuing Officer (See section 1.5) prior to the deadline for submitting written questions as defined by the Schedule of Events.

This eBid and the proposal response documents submitted shall be incorporated into the final Contract by reference. Therefore, all requirements in the eBid not specifically addressed in an exception statement in the proposal and accepted in the Contract documents, shall stand as contractual responsibilities of the proposal respondent. The Contract shall be the controlling document over the Proposal response and the eBid; the eBid shall be the ruling document over the Proposal response for all requirements in the eBid not specifically addressed in an exception statement in the proposal. Statement and requirements in the eBid shall rule over the Proposal document.

Order of Preference

In the case of any inconsistency or conflict among the specific provisions of the executed Contract (including any amendments accepted by both the City and the Contractor attached thereto), the eBid (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the specific provisions of the executed Contract.
- (ii) Second, by giving preference to the specific provisions of the eBid.
- (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the City in writing shall not be included in the Contract and shall be given no weight or consideration.

8. Payment

To ensure proper payment, the awarded Contractor must comply with the following:

1. The City shall have not less than thirty (30) days to pay for any products and/or services.
2. Invoices must clearly show the description of products and/or services to include the number of each product or line item fulfilled.
3. All invoices must reference the Contract Number as established by the City.
4. Under no circumstance, will interest of any kind be required as payment to the awarded Contractor.
5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the eBid and agreed upon by the City.
6. Any discrepancies noted by the City must be corrected by the awarded Contractor within forty-eight (48) hours.
7. The payment amount due on invoices shall not be altered by the City personnel. Once disputed items are resolved, the awarded Contractor must submit an amended invoice, or a credit memorandum for the disputed amount.
8. The City will not make partial payments on an invoice where there is a dispute.
9. The City will make payments only on authorized transactions.
10. All invoices must be sent to: The Project Manager

9. List of eBid Attachments

The following documents make up this eBid. Please see Section 2.2.2 – “eBid Review,” for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer (See section 1.5).

❖ E-Bid Document (this document)

Attachments:

- A. Sample Contract (Attached)
- B. Proposed Janitorial Walkthrough Tour Map
- C. Excel Bid Reply – Cost Work Sheet - Must be uploaded to DemandStar (Mandatory Document) as **File #1**.
(Mandatory Documents) - Must be uploaded to DemandStar as **File #2**:
 - Cone of Silence
 - BABA – Build America , Buy America Act
 - Contractor’s Code of Ethics
 - E-Verify Form
 - Non-Collusion Affidavit
 - Drug Free Workplace Form
 - Scrutinized Companies List
 - Contractor General Information Worksheet
 - Custodial Services Contract
 - FBI Security Addendum

**Any documents indicated in Section 4.3 – “Mandatory Requirements,” of this eBid must be returned in the system as a part of the response by the Contractor. Failure to supply the completed document(s) will deem the Contractor as non-responsive.