

RESOLUTION NO: 2013 - 210

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD AND EXECUTE AN AGREEMENT FOR BID NO. 13-66R JANITORIAL SERVICES FOR SJC BRANCH LIBRARIES

RECITALS

WHEREAS, the County desires to enter into a contract with Metropolitan Services, Inc dba Metropolitan Commercial Cleaning to perform janitorial services at the SJC Branch Libraries located throughout St. Johns County; and

WHEREAS, the scope of the project shall consist of performing janitorial services at six (6) branch libraries, either five (5) or six (6) nights per week, according to the specifications; and

WHEREAS, through the County's formal bid process, Metropolitan Services, Inc dba Metropolitan Commercial Cleaning was selected as the lowest, responsive, responsible bidder to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the contract is being funded by SJC Library Services; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract (attached hereto, an incorporated herein) and finds that entering into the Contract serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 13-66R to Metropolitan Services, Inc dba Metropolitan Commercial Cleaning.

Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with Metropolitan Services, Inc dba Metropolitan Commercial Cleaning on behalf of the County for the performance of janitorial services as specifically provided in the Bid Documents for Bid No 13-66R.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17 day of September, 2013.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk
By: [Signature]
Deputy Clerk

RENDITION DATE 9/25/13





MASTER CONTINUING CONTRACT AGREEMENT
Bid No: 13-66R; Janitorial Services for SJC Branch Libraries
MASTER CONTRACT #: _____

This Contract Agreement is made as of this ____ day of _____, 2013, by and between **St. Johns County, FL**, a political subdivision of the State of Florida, **500 San Sebastian Way, St. Augustine, FL 32084**, hereinafter referred to as the "COUNTY", and **Metropolitan Services, Inc dba Metropolitan Commercial Cleaning**, authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR", whose address is **6015 Chester Circle, Suite 207, Jacksonville, FL 32217**. Phone: (904) 469-1833 and Fax: (904)450-5687.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide all labor, materials, and equipment necessary to perform janitorial services at the St. Johns County Branch libraries in accordance with Bid # 13-66R Contract Documents which include the Bid Documents, Bid Forms, Addenda, Specifications, and any and all Change Orders and/or Amendments hereto executed by the parties, hereafter and to perform and complete the work specifically set forth on a regularly scheduled basis.

Services at the SJC Branch Libraries, provided by the CONTRACTOR, shall be under the general direction of the Library Administrator, each of the Branch Managers, or authorized designee(s), who shall act as the COUNTY'S representative during the performance of this Contract.

ARTICLE 2 - SCHEDULE

The CONTRACTOR shall perform the services required under this Contract according to the schedule approved by the COUNTY. Any changes to the schedule shall be approved by the COUNTY and the CONTRACTOR *prior* to any work being done under an alternate schedule.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The CONTRACTOR will bill the COUNTY, at the end of each month, for services satisfactorily performed, and materials satisfactorily delivered, after the materials and services have been provided. Amounts paid to the CONTRACTOR shall be based on the approved Total Annual Price submitted on the Official County Bid Form incorporated herein and attached hereto as Exhibit A-1. If at any time during each month, the CONTRACTOR fails to perform any portion of the required services, the County reserves the right to prorate the payment of the submitted invoice, or to refuse payment for that month if the failure, or unsatisfactory performance of services warrants such refusal.
- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County department, indicating that services have been rendered in the conformity with the Contract and will be sent to the Finance Department for payment. Invoices must reference this contract against which the CONTRACTOR is billing. The COUNTY may require the CONTRACTOR to submit additional backup documentation to verify performance of all required services.
- C. FINAL INVOICE: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the Contractor's final/last billing to the COUNTY. This indicates that all services have been performed and all charges and costs have been invoiced to St. Johns County and there is no further work to be performed.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside subcontractors. The COUNTY may exercise its rights under this Article 4 within eighteen (18) months following final payment.

ARTICLE 5 – TERMINATION

This Contract may be terminated by the CONTRACTOR upon thirty (30) consecutive calendar days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR.

The Contract may be terminated by the COUNTY for cause upon giving five (5) consecutive calendar days written notice stating the cause(s) of non-compliance and that the Contract Agreement shall be terminated if corrections are not made to comply with the Contract. The CONTRACTOR will have five (5) consecutive calendar days to correct non-compliance items after receiving written notice of non-compliance or breach of contract. If cause(s) of non-compliance are not corrected, or if sufficient corrective action, as determined by the COUNTY, has not been taken within the seven (7) consecutive calendar day period, the COUNTY may terminate the contract for cause upon giving fourteen (14) consecutive calendar days written notice.

If the COUNTY issues more than one (1) notice of non-compliance to the CONTRACTOR within a period of six (6) calendar months, then the COUNTY may terminate the contract for cause upon giving twenty one (21) consecutive calendar days written notice.

The Contract may be terminated by the COUNTY without cause upon giving thirty (30) days written notice to the CONTRACTOR.

Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the COUNTY.

All of the services required hereunder shall be performed by the CONTRACTOR, or under its supervision. All personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel must be made known to the COUNTY'S representative and written approval granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly the work described in this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of St. Johns County.

ARTICLE 10 - INSURANCE

The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

The CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by a CONTRACTOR.

The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

ARTICLE 11 - INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the COUNTY, its officers and employees, from all claims, liabilities, damages, losses, and costs (including attorneys' fees), originating from, incident to, connected with, associated with or growing out of the direct and/or indirect negligent, reckless, or intentional acts or omissions by the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Contract.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR

shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 13 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 14 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the CONTRACTOR.

The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the COUNTY'S omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the CONTRACTOR'S subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the CONTRACTOR and its subcontractor(s) and is without the fault or negligence of either of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any delay in performing the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 16 - ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract, or at the COUNTY'S expense, shall be and remains the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY. The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONTRACTOR'S sole direction, supervision, and control.

The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 19 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the COUNTY'S cost, upon five (5) days written notice.

ARTICLE 20 - CONTINGENT FEES

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

ARTICLE 21 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 22 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This contract shall be in effect for an initial one (1) year period from the date of acceptance by the COUNTY. None of the provisions, terms and conditions contained in this contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 23 – DURATION AND EXTENSION

The Contract shall become effective on October 1, 2013, and will be for a period of one (1) year, **providing satisfactory performance is maintained**. The Contract price will remain fixed for the Contract Term. The Contract **may** be extended in one (1) year increments for a maximum of three (3) one year renewal periods if all of the following criteria are met: 1.) Satisfactory performance by the Contractor, 2.) approval by the SJC Purchasing Director and Library System Director, or their designees, and 3.) availability of funds for the fiscal year of the renewal period.

ARTICLE 24 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all license and approvals required to conduct its business, and that it will at all times, conduct its business activities in a reputable manner.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Contract shall be valid unless in writing and signed by each of the parties.

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall: (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY in writing if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract. If the COUNTY instructs in writing, the CONTRACTOR shall suspend work on that portion of the project, pending the COUNTY'S decision to proceed with the change. If the COUNTY elects to make the change, the COUNTY shall issue a Change Order for changes, or a contract change order, if the original contract is be changed or amended the CONTRACTOR shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 28 – ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents shall include Bid Documents/Specifications, Addendum # 1, Contractor's Bid Proposal, Master Continuing Contract Agreement, except for modifications issued after execution of this Agreement, which will be enumerated on Amendment(s) or Change Order(s).

ARTICLE 29 - FLORIDA LAW & VENUE

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in St. Johns County.

ARTICLE 30 - ARBITRATION

The COUNTY shall not be obligated to arbitrate or permit any arbitration binding on the COUNTY under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 31 - NOTICES

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

St. Johns County Purchasing Department
Attn: Jaime Locklear, CPPB, Contract Coordinator
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the CONTRACTOR shall be mailed to:

Metropolitan Services, Inc dba Metropolitan Commercial Cleaning
Attn: Duane King, President
6015 Chester Circle, Suite 207
Jacksonville, FL 32217

ARTICLE 32 - HEADINGS

The heading preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Contract, or affect its meaning, construction or effect.

ARTICLE 33 – ACCESS TO RECORDS

The access to, disclosure, non-disclosure, or exemption of records, data, documents, correspondence, and/or materials associated with this Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE 34 – NO THIRD PARTY BENEFICIARIES

Both the COUNTY and the CONTRACTOR explicitly agree, and this Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 35 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the CONTRACTOR may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

ARTICLE 36 – SURVIVAL

It is explicitly noted that the following provisions of this Contract, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: 1) Article 4 (Truth-in-Negotiation); 2) Article 8 (Federal and State Taxes); 3) Article 10 (Insurance); 4) Article 11 (Indemnification); 5) Article 20 (Access and Audits); 6) Article 24 (Enforcement Costs); and 7) Article 33 (Access to Records).

IN WITNESS WHEREOF, the Board of County Commissioners of St. Johns County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set his/her hand the day and year above written.

ST. JOHNS COUNTY, FL:

Doug Timms, Interim Purchasing Director

Date of Execution

LEGALLY SUFFICIENT:

Assistant County Attorney

Date of Execution

**ATTEST
CLERK OF COURT:**

Deputy Clerk

Date of Execution

CONTRACTOR:

Metropolitan Service, Inc dba Metropolitan
Commercial Cleaning

Full Legal Company Name

Name of Authorized Representative (Type or Print)

Signature

Title

Date of Execution

EXHIBIT "A"

BID NO: 13-66R; Janitorial Services for SJC Branch Libraries

BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the Total Annual Prices as submitted on the "Official Total Bid Form" in the Bid Documents. All fees shown in the Price Schedule shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County prior to any work being implemented and will be added to the applicable Contract Amendment.

Price adjustments will be considered on an annual basis at the time of contract renewal and must be mutually accepted by both the CONTRACTOR and the COUNTY. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective after the beginning of the applicable renewal period.

EXHIBIT "A-1"

BID NO: 13-66R; Janitorial Services for SJC Branch Libraries

ANNUAL PRICE LIST

The Contractor shall invoice the County, at the end of each month, for services satisfactorily performed according to the approved Annual Price List shown below. These prices shall remain firm throughout the duration of the Initial Contract Term.

Main Branch Library:	\$9,600.00	Annually
Ponte Vedra Branch Library:	\$13,356.00	Annually
Bartram Trail Branch Library:	\$9,216.00	Annually
Hastings Branch Library:	\$5,004.00	Annually
Southeast Branch Library:	\$12,000.00	Annually
Anastasia Island Branch Library:	\$4,800.00	Annually

EXHIBIT "B"

Bid No: 13-66R; Janitorial Services at SJC Branch Libraries

CONTRACT SCHEDULE

The Contract Period for this scope of work shall be as follows:

Contract Term – Shall be for a term of one (1) year from the date of acceptance by the County, or until funds may become exhausted. The COUNTY shall determine at a later date, based on performance by the CONTRACTOR, if the contract shall be amended to include any extensions. The Contract **may** be extended in one (1) year increments for a maximum of three (3) one year renewal periods if all of the following criteria are met: 1.) Satisfactory performance by the Contractor, 2.) approval by the SJC Purchasing Director and Library System Director, or their designees, and 3.) availability of funds for the fiscal year of the renewal period.

**ST. JOHNS COUNTY
BID TABULATION**

LEIGH DANIELS
JAIME LOCKLEAR

OPENED BY
TABULATED BY
VERIFIED BY

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED
DECISION WITH RESPECT TO THE AWARD OF ANY BID,
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR
ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT
FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)
HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL
HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION
PROTEST PROCEDURES MAY BE OBTAINED IN THE
PURCHASING DEPARTMENT.

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JANITORIAL SERVICES FOR ST. JOHNS COUNTY BRANCH
LIBRARIES

BID NUMBER 13-66R
OPENING DATE/TIME September 4, 2013 2:00 PM

FROM 09/04/13 3:00 PM
UNTIL 09/09/13 3:00 PM

POSTING DATE/TIME 09/04/13 3:00 PM

BIDDERS	MAIN BRANCH ANNUALLY BID PRICE	PONTE VEDRA BRANCH ANNUALLY BID PRICE	BARTRAM TRAIL BRNACH ANNUALLY BID PRICE	HASTING BRANCH ANNUALLY BID PRICE	SOUTHEAST BRANCH ANNUALLY BID PRICE	ANASTASIA BRANCH ANNUALLY BID PRICE	TOTAL ANNUAL PRICE BID
BORO BUILDING & PROPERTY MAINTENANCE	\$11,124.00	\$18,420.00	\$10,824.00	\$4,560.00	\$14,664.00	\$6,000.00	\$65,592.00
METROPOLITAN COMMERCIAL CLEANING	\$9,600.00	\$13,356.00	\$9,216.00	\$5,004.00	\$12,000.00	\$4,800.00	\$53,976.00
TRIBOND	\$15,300.00	\$5,835.96	\$7,668.00	\$19,920.00	\$14,599.44	\$24,700.80	\$88,024.20

BID AWARD DATE - _____

**ST. JOHNS COUNTY
BID TABULATION**



OPENED BY
TABULATED BY
VERIFIED BY

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED
DECISION WITH RESPECT TO THE AWARD OF ANY BID,
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR
ST. JOHNS COUNTY, A WRITTEN NOTICE OF OF INTENT
FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)
HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL
HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION
PROTEST PROCEDURES MAY BE OBTAINED IN THE
PURCHASING DEPARTMENT.

BID TITLE JANITORIAL SERVICES FOR ST. JOHNS COUNTY BRANCH
LIBRARIES

BID NUMBER 13-66R

OPENING DATE/TIME September 4, 2013 2:00 PM

LEIGH DANIELS
JAJME LOCKLEAR

FROM 09/04/13 3:00 PM

UNTIL 09/09/13 3:00 PM

PAGE (S) 2 of 2

BIDDERS	ADDENDUM # 1								
BORO BUILDING & PROPERTY MAINTENANCE	YES								
METROPOLITAN COMMERCIAL CLEANING	YES								
TRIBOND	YES								

BID AWARD DATE - _____

OFFICIAL COUNTY BID FORM WITH ATTACHMENTS

BID NO: 13-66R

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: JANITORIAL SERVICES FOR SJC BRANCH LIBRARIES

TO: ST. JOHNS COUNTY, FL

DATE SUBMITTED: 9-3-2013

BID PROPOSAL OF

<u>Metropolitan Svc Inc dba Metropolitan Commercial Cleaning</u>	<u>6015 Chester Cir Ste 207 Jax FL 32217</u>	<u>904-464-1833</u>
Full Legal Company Name	Address	Telephone No.

Bidders: Having become familiar with site conditions of the project, and having carefully examined the Bid Documents and specifications, entitled **Bid No: 13-66R; Janitorial Services for SJC Branch Libraries** in St. Johns County, Florida, prepared by the St. Johns County Purchasing Department, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following total annual bids quoted in this Bid Proposal summarized as follows:

FOR: Janitorial Services for St. Johns County Branch Libraries as per Bid Documents and Specifications.

Main Branch:	\$ <u>800.00</u>	X 12 Months = \$ <u>9,600.00</u>	Annually
Ponte Vedra Branch:	\$ <u>1,113.00</u>	X 12 Months = \$ <u>13,356.00</u>	Annually
Bartram Trail Branch:	\$ <u>768.00</u>	X 12 Months = \$ <u>9,216.00</u>	Annually
Hastings Branch	\$ <u>417.00</u>	X 12 Months = \$ <u>5,004.00</u>	Annually
Southeast Branch	\$ <u>1000.00</u>	X 12 Months = \$ <u>12,000.00</u>	Annually
Anastasia Island Branch:	\$ <u>400.00</u>	X 12 Months = \$ <u>4,800.00</u>	Annually

Total Annual Price Bid: \$ 53,976.00

*Each bidder shall ensure that the numerical amounts quoted on this Official County Bid Form are legibly printed in ink or typed so as to eliminate the possibility of misinterpreting the amount bid. If a discrepancy appears between the monthly amount and the annual amount, the monthly amount shall be used to calculate the correct annual price which shall be used to determine the firm's Bid.

During the preparation of the Bid, the following addenda, if any, were received:

No.: 1 Date Received: 8-12-13

No.: _____ Date Received:

No.: _____ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within sixty (60) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) total Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within sixty (60) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Full Legal Company Name: Metropolitan Svc, Inc. dba Metropolitan Commercial Cleaning (Seal)

By: B. Duane King (Signature Authorized Representative) B. Duane King, President (Name & Title typed or printed)

By: NA (Signature Authorized Representative) NA (Name & Title typed or printed)

Company Address: 6015 Chester Cir., Ste 207, Jacksonville, FL 32217

Telephone No: (904) 469-1833 Fax No: (904) 450-5687

Email Address for Authorized Company Representative: duane@metclean.com

Federal I.D. Tax Number: 46-3163337 DUNS #: NA

INDIVIDUAL

Name: NA (Signature) NA (Name typed or printed) NA (Title)

Address: NA

Telephone No.: () NA Fax No.: NA

Email Address: NA

Federal I.D. Tax Number: NA

- Attachments:
- "A" - Affidavit
 - "B" - List of Proposed Subcontractors/Franchise Holders
 - "C" - Certificate as to Corporate Principal
 - "D" - License/Certification List
 - "E" - List of References

Attachments "A", "B", "C", "D", and "E", must be completed and attached to Bidder's bid proposal along with a fully acknowledged copy of each Addendum issued for this bid.

ATTACHMENT A

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS, ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Byron Duane King who being duly sworn, deposes and says he is President (Title) of the firm of Metropolitan SVC Inc Bidder submitting the attached proposal for the services covered by the bid documents for Bid No:13-66R, Janitorial Services for the SJC Branch Libraries, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That he, his firm, association or corporation has neither directly nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

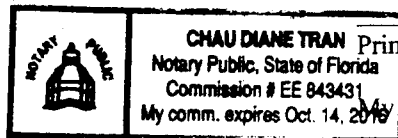
BDK
(Bidder)

By: B. Duane King
President
(Title)

Sworn and subscribed to me this 28 day
of August, 2013.

Notary Public: [Signature]

Signature Chau Diane Tran



My commission Expires: 8/14/16

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

ATTACHMENT "D"
LICENSE/CERTIFICATION LIST

In the space below, the Bidder shall list all current licenses held.

The bidder shall attach a copy of each current license listed below to this form.

License Name	License #	Issuing Agency	Expiration Date
Corporation	P1300005416	Florida Dept of State Division of Corp	NA
Fictitious Name	G13000058445	Florida Dept of State Division of Corp	12-31-2018
FEIN	46-3163337	IRS	NA
Sales + Use Tax	26-8016241451-0	Florida Dept of Revenue	NA
Jacksonville Business Tax	1000055732	Duval County Tax Collector	9-30-14

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

METROPOLITAN SVC INC.

Filing Information

Document Number	P13000054016
FEI/EIN Number	NONE
Date Filed	06/24/2013
State	FL
Status	ACTIVE

Principal Address9838 OLD BAYMEADOWS RD UNIT 294
JACKSONVILLE, FL 32256**Mailing Address**9838 OLD BAYMEADOWS RD UNIT 294
JACKSONVILLE, FL 32256**Registered Agent Name & Address**LEGALINC CORPORATE SERVICES INC
841 PRUDENTIAL DRVE
12TH FLOOR
JACKSONVILLE, FL 32207**Officer/Director Detail****Name & Address**Title P

KING, DUANE
9838 OLD BAYMEADOWS RD UNIT 294
JACKSONVILLE, FL 32256**Annual Reports****No Annual Reports Filed****Document Images**

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS

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No Filing History

Fictitious Name Detail

Fictitious Name

METROPOLITAN COMMERCIAL CLEANING

Filing Information

Registration Number G13000058495
Status ACTIVE
Filed Date 06/12/2013
Expiration Date 12/31/2018
Current Owners 1
County DUVAL
Total Pages 1
Events Filed NONE
FEI/EIN Number NONE

Mailing Address

9838 OLD BAYMEADOWS RD #294
JACKSONVILLE, FL 32256

Owner Information

KING, BYRON DUANE
9838 OLD BAYMEADOWS RD #294
JACKSONVILLE, FL 32256
FEI/EIN Number: NONE
Document Number: NONE

Document Images

06/12/2013 - Fictitious Name Filing

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State of Florida, Department of State

Date of this notice: 07-11-2013

Employer Identification Number:
46-3163337

Form: SS-4

Number of this notice: CP 575 A

METROPOLITAN SVC
METROPOLITAN COMMERCIAL CLEANING
6015 CHESTER CIR STE 207
JACKSONVILLE, FL 32217

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-3163337. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

03/15/2014

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.



Certificate of Registration

DR-11
R. 10/12

Issued Pursuant to Chapter 212, Florida Statutes

26-8016241451-0	07/24/13
-----------------	----------

Certificate Number

Registration Effective Date

This certifies that

METROPOLITAN COMMERCIAL CLEANING
METROPOLITAN SVC INC /
6015 CHESTER CIR STE 207
JACKSONVILLE FL 32217-2273

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

POST THIS CERTIFICATE IN A CONSPICUOUS PLACE



2013-2014 BUSINESS TAX RECEIPT
MICHAEL CORRIGAN, DUVAL COUNTY TAX COLLECTOR
 231 E. FORSYTH STREET, SUITE 130, JACKSONVILLE, FL 32202-3370
 Phone: (904) 630-1916, option 3; Fax: (904) 630-1432
 Website: www.coj.net/tc; Email: taxcollector@coj.net

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business.
 This renewal application is furnished pursuant to Municipal Ordinance Code Chapters 770-772, for the period
 October 1, 2013 through September 30, 2014.

METROPOLITAN COMMERCIAL CLEANING
 METROPOLITAN SVC INC
 6015 CHESTER CR
 STE 207
 JACKSONVILLE, FL 32217

ACCOUNT NUMBER: 1000055732
LOCATION ADDRESS: 6015 CHESTER CR STE 207
 JACKSONVILLE, FL 32217

DESCRIPTION: PUBLIC SERVICE OR REPAIR, NOT SPEC

COUNTY RECEIPT DESC:	PUBLIC SERVICE OR REPAIR, NOT SPEC	COUNTY TAX:	13.75
MUNICIPAL RECEIPT DESC:	MC 772.326-15	MUNICIPAL TAX:	31.25
		TOTAL TAX PAID:	45.00

VALID UNTIL September 30, 2014

***** ATTENTION *****

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
 CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

Michael Corrigan J.

TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

PAID-584915.0001-0001 A17 08/28/2013 45.00

ATTACHMENT "E"
LIST OF REFERENCES

Each Bidder shall provide a minimum of three (3) references from customers for which services of the size and scope of those included in this bid have been provided. The full contact information for each reference shall be placed in the spaces provided below.

Contact Name/Title: Danny Minzes / Property Manager
Name of Firm: Enhanced Recovery Company
Address: 8014 Bayberry Rd Jacksonville Fl 32256
Phone #: 904-955-2119 Fax #: 904-645-3009
Email Address: dminzes@erccollections.com

Contact Name/Title: Tiffany Williams / Manager
Name of Firm: Republic Services
Address: 7000 Imeson Rd Jacksonville Fl 32219
Phone #: 904-999-3045 Fax #: 904-999-3675
Email Address: twilliams@republicservices.com

Contact Name/Title: Mark Albanna
Name of Firm: Albanna Office Center
Address: 5991 Chester Ave Ste 208 Jacksonville Fl 32217
Phone #: 904-448-6393 Fax #: 904-312-6049
Email Address: albannagroup@comcast.net

* St. Johns County reserves the right to ask for additional information.



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

August 12, 2013

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No: 13-66R; Janitorial Services for SJC Branch Libraries

This Addendum #1 is issued to further bidders' information and is hereby incorporated into the Bid Documents. Each bidder will ascertain before submitting a bid that he/she has received all Addenda. Please return a signed copy of this Addendum with Sealed Bid Proposal (1 original + 2 copies). The signature page of EACH acknowledged addendum must accompany each copy of the firm's submitted bid proposal.

Questions/Responses:

1. **Who is the current vendor?**
Answer: Boro Building & Property Maintenance, Inc
2. **What is the current annual charge?**
Answer: The current annual price is \$54,646.00
3. **What is the monthly cost for each location?**
Answer: The monthly costs for each branch location are as follows: Main Branch-\$772.50; Ponte Vedra Branch-\$1,277.16; Bartram Trail Branch-\$752.25; Hastings Branch-\$316.96; Southeast Branch-\$1,018.00; Anastasia Island Branch-\$417.00
4. **May vendors visit and measure the locations at their convenience?**
Answer: Yes, vendors may visit any branch location during normal operating hours to view and measure as needed.
5. **When are the floors due for waxing?**
Answer: The floors shall be stripped and re-waxed in September 2013, prior to the beginning of the new contract, and would be required to be performed again within one year, unless requested by the County to be performed early.
6. **Can you please provide the questions and answers submitted and provided for the original bid?**
Answer: The questions submitted and answers provided are in the addenda issued for Bid No: 13-66, and are available on www.demandstar.com under that bid. The questions and answers previously provided are also listed below. Please note that the questions/answers shown below were provided for the original Bid No: 13-66, and may not necessarily apply to this Re-Bid.
 1. Does all carpet and hardwood floors include the book/video/music/activity and computer sections of each library? I do not see those listed as a required area to maintain. Who is responsible for these areas?
Answer: The first paragraph in the Specifications Section, is simply a brief overview of the services to be provided. The awarded Contractor shall be responsible for the cleanliness and appearance of each library **as a whole**. The specifications provided for each area of responsibility (i.e. floors, furniture, restrooms, etc) describe a **minimum** set of instructions explaining what is required for each of those areas of

responsibility. The Contractor is responsible for cleaning **all areas** inside each library, including any book/video/music/activity/computer sections.

2. Under the Bid Security Section for the St. Johns County Libraries, there is mentioned of a 5% Bid Bond to be included in the bid. Is this money refundable if we do not win the bid?

Answer: All submitted bid bonds shall be returned to bidders once the County has fully executed contract agreements in place for these services.

3. There is a gazebo located at the Ponte Vedra Branch Library. Is the Contractor responsible for cleaning, and/or performing any services at or in the gazebo?

Answer: The Contractor shall check the gazebo trashcan each visit and empty as necessary. No other services are required for the gazebo.

4. Can you provide a clear definition for what constitutes "eye level" as stated in the specs?

Answer: "Eye level" shall be the height at which the average person can see without the aid of a step ladder or stool. The Contractor-provided cleaners shall be responsible for dusting and/or cleaning shelves and cabinets

5. Is the Contractor required to clean the inside of shelves containing books?

Answer: The Contractor shall dust/clean any and all shelves located in each branch library as follows: dust/clean front, sides, tops of shelves and cabinets, and open areas in shelves/cabinets beside, or around books or other objects located on shelves. The Contractor is not required to dust/clean areas on shelves behind books. This applies to shelves in public areas as well as shelves located in offices, and non-public areas of each library.

6. Is the vendor required to clean the interior of microwaves and other appliances located in the libraries?

Answer: No. The Contractor is only responsible for cleaning the exterior of microwaves and other appliances located in the libraries.

7. Is it correct that the Contractor shall be required to close the blinds each evening?

Answer: Yes, the Contractor shall be responsible for closing the blinds after performing the required services each night.

8. Can you please provide the current vendor and pricing for these services?

Answer: The current Contractor for all branch libraries is Boro Building Property Maintenance, Inc. The current pricing is as follows: PV Branch Library - \$15,326.00/year; Main Branch Library - \$9,270.00/year; Bartram Trail Branch Library - \$9,027.00/year; Hastings Branch Library - \$3,803.00/year; Southeast Branch Library - \$12,216.00/year; Anastasia Branch Library - \$5,004.00/year. Total Annual Cost - \$54,646.00/year.

9. Do bidders have to submit pricing for all six (6) locations?

Answer: No, bidders may submit pricing on any or all of the six (6) branch library locations. The submitted Bid Bond shall be based on the Total Annual Price submitted by the bidder. For example, if a bidder only submits pricing for three (3) libraries, then the submitted Bid Bond shall be based on the total annual cost for those three (3) branches.

10. Is the strip & wax requirement for hard-surface floor areas included in the bid price? Is carpet extraction also included?

Answer: The semi-annual requirement for stripping and waxing the applicable hard-surface floor areas must be included in the submitted bid price for each branch location. This only includes those hard-surface floor areas that must be stripped and waxed. Carpet extraction is not included in the submitted bid price. If and when the County requires this service, or services for any ceramic tile floors, or other areas not included, the County shall request quotes for those services as needed.

11. Can you provide the dates that stripping & waxing was last performed at each of the branch library locations?

Answer: The current vendor performed stripping and waxing on the hard-surface floors in November 2012.

12. Has Boro been the vendor for several years?

Answer: Boro Building & Property Maintenance was awarded the contract for janitorial services at all branch libraries in 2011.

13. Are there any construction projects or maintenance/renovations planned scheduled at this time for any of the branch libraries?

Answer: No construction or major renovation projects are scheduled at this time for any branch library. In the event any such projects are planned and/or scheduled, the County shall coordinate with the Contractor to ensure services continue uninterrupted.

Clarifications

- P. 14 of Bid Docs – Any and all reference to a Bid Bond is hereby removed from this bid.
- P. 18 of Bid Docs – Attachment “C”- Certificate as to Corporate Principal is hereby removed from this bid, as it only pertains to the Bid Bond requirement.

THE BID DUE DATE REMAINS: Wednesday, September 4, 2013 at 2:00 P.M.

Acknowledgment

Sincerely,

B. Duane King 8-20-13
Signature and Date

Jaime T. Locklear, CPPB
Contract Coordinator
Purchasing Department

B. Duane King, President
Printed Name and Title

Metropolitan Svc Inc dba Metropolitan Commercial Cleaning
Company Name (Print)

END OF ADDENDUM #1

Full Legal Company Name: Metropolitan Svc, Inc d/b/a Metropolitan Commercial Cleaning

Company Address: 6015 Chester Cir., Ste 207, Jacksonville, Fl 32217

Company Phone: 904-469-1833

Bidder's legal Name: Byron Duane King

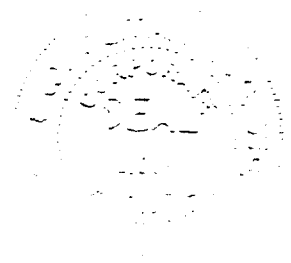
Corporation Statement:

Metropolitan Svc, Inc is an S-Corp doing business as Metropolitan Commercial Cleaning. The corporation and fictitious name are filed with the state of Florida.

Print B. Duane King

Sign *BDK*

Title President



Bid No: 13-66R; Annual Janitorial Services
MINIMUM SPECIFICATIONS

FOR: JANITORIAL SERVICES FOR ST. JOHNS COUNTY BRANCH LIBRARIES

- LOCATIONS:** 1.) Main Branch: 1960 North Ponce De Leon Blvd, St. Augustine, FL 32084 – **15,000 sq ft**
2.) Hastings Branch: 6195 North Main Street, Hastings, FL 32145 – **6,156 sq ft**
3.) Anastasia Island Branch: 124 Seagrove Main Street, St. Augustine Beach, FL 32080 – **8,100 sq ft**
4.) Southeast Branch: 6670 US 1 South, St. Augustine, FL 32086 – **20,000 sq ft**
5.) Bartram Trail Branch: 60 Davis Pond Blvd, Fruit Cove, FL 32259 – **14,658 sq ft**
6.) Ponte Vedra Beach Branch: 101 Library Blvd, Ponte Vedra Beach, FL 32082 – **24,800 sq ft**

SCOPE OF WORK:

The Contractor shall be responsible for furnishing all labor and equipment necessary to provide annual janitorial services to the SJC Branch Libraries according to the following schedule:

- Hastings & Anastasia Island Branches: five (5) days per week, Tuesday through Saturday
- Main, Southeast, Bartram Trail & Ponte Vedra Branches: six (6) days per week, Monday through Saturday

The Contractor shall perform these services after regular business hours. Each branch's business hours are available at the website www.sjcpls.org. It will be the responsibility of the Contractor to maintain a satisfactory level of cleanliness and appearance and to adhere to the minimum specifications and conditions for the janitorial services as specified herein. Failure by the Contractor to maintain a satisfactory level of cleanliness and appearance of the any of the branch library locations will be cause for termination of services.

The areas for which the Contractor is responsible for cleaning are as follows: offices, reception areas, restrooms, hallways, entranceways (interior & exterior), conference rooms, break rooms at each of the branch locations listed above. The following articles are requirements for each aspect of janitorial service for all six (6) branch libraries, which are minimum requirements at which the Contractor must perform. Failure on the part of the Contractor to meet these specifications for any or all of the six (6) locations may be cause for immediate termination of this Contract.

*For services required "each visit" shall be performed five (5) times per week for the branch locations open five (5) days, and six (6) times per week for branch locations open six (6) days.

It shall be the responsibility of the Contractor(s) to ensure that the required services are performed as they are required. In the event the Contractor supplied personnel is unable to perform the janitorial services due to emergency, illness, or accident, the Contractor shall be required to supply back-up personnel to the necessary locations in order to have the services performed as required.

The Contractor shall supply a minimum of two (2) individuals to perform the required services at each branch location each day. In the event one or both of the individuals for a designated branch library are unavailable on any given day, it shall be the responsibility of the Contractor to supply two (2) alternate individuals to perform the required services. The alternate individuals supplied must have been background checked by the County prior to performing any services under this contract.

1. FLOORS

The Contractor shall vacuum **all** carpeted areas **each visit** to maintain a clean and fresh appearance. The Contractor shall be responsible for moving any small or mobile furniture (i.e. chairs, beanbags, small table, signs, etc) to make sure that carpeted areas beneath may be vacuumed. The Contractor shall be responsible for making a daily inspection of all carpeted areas to locate and remove noticeable spots and stains. The Contractor shall make recommendations for additional, professional carpet cleaning services as it is considered necessary.

The Contractor shall dust mop (or sweep) AND damp mop/buff all hard-surface floors, including those in entranceways (interior & exterior), hallways, restrooms, and kitchens/break rooms, **each visit**. Porches (where applicable) will be swept **once each week**. The Contractor shall be responsible for stripping and re-waxing all hard-surface floors at least **once every year** or more often as necessary to maintain a satisfactory level of cleanliness.

2. OFFICE FIXTURES

All low shelving (eye level and below), cabinets, and countertops will be dusted and polished with a rag and cleaner once each week to remove smudges and marks. Public use tables shall be wiped down with an appropriate cleanser each visit. Staff desks will be dusted and cleaned with an appropriate cleanser once each week. Fire extinguisher boxes and doorframes will be dusted once each week. Doors will be cleaned once each month. Upper shelving and tops of cabinets (above eye level) will be dusted and polished once each month. Baseboards will be cleaned once each month. Light fixtures, both hanging and in ceiling shall be cleaned once each month with an extended handle duster.

3. VINYL OR CLOTH COVERED OFFICE FURNITURE

All chairs and couches for public use with vinyl surfaces will be wiped down with an appropriate cleaning solution each visit. All chairs and couches for public use with fabric surfaces will be vacuumed thoroughly each visit. All chair pedestal surfaces will be dusted and/or wiped down at least once per month.

4. WINDOW BLINDS & WINDOWSILLS

All windowsills will be dusted once each week. All blinds will be dusted thoroughly once every six months, or more often as necessary to maintain them in a dust free condition. All blinds will be drawn to a closed position when cleaning has been completed. The Contractor shall be responsible for assuring that any and all windows are closed and locked prior to leaving the premises.

5. WINDOWS, GLASS DOORS & MIRRORS

All mirrors will be fully cleaned each visit. All glass doors, glass partitions, and glass display units will be spot cleaned each visit and fully cleaned every Friday. The interior of all windows will be cleaned once every six months (this includes only those windows that can be reached with a step ladder). The exterior of all windows on the ground floor only will be spot cleaned as needed, and will be fully cleaned once every year.

6. RESTROOMS

All restrooms, including those for staff and public use will be thoroughly cleaned with disinfectant each visit, this includes all toilets, toilet seats, toilet handles, sinks, countertops, mirrors, soap dispensers, handicap railings, and stall doors. All restroom fixtures and furniture shall be cleaned with the appropriate cleanser depending on the surface material. All restroom floors will be mopped with disinfectant and/or scrubbed with a scrub brush with disinfectant each visit. Floor drains will be flushed with disinfectant once each week. Tile walls will be cleaned with disinfectant once every six months or more often as necessary to maintain a satisfactory level of cleanliness. Ceiling vents will be vacuumed once each month. All paper products, urinal cakes, and soap dispensers will be replenished as needed for all restrooms (with spare rolls of toilet paper at each toilet for staff restrooms only).

7. KITCHEN/BREAKROOM AREAS

Sinks in galleys and kitchen areas shall be cleaned with disinfectant each visit. Countertops, cabinets, and refrigerators (exterior only) shall be cleaned with disinfectant each visit. If dirty dishes are left in sink, the Contractor shall remove them, clean the sink and place dirty dishes on a trash bag on top of the counter.

8. MISCELLANEOUS MAINTENANCE

All wastebaskets will be emptied each visit and plastic liners, provided by the County, will be replaced when necessary. All exterior trash cans will be emptied each visit. All entrances and walkways (interior & exterior), including overheads, throw rugs and carpet runners will be vacuumed each visit. Walls will be spot cleaned to remove smudge marks and fingerprints as needed. Book carts will be moved as necessary to clean under and behind them in all locations of the libraries (i.e. behind Circulation Desk, or in workrooms, etc). A/C vents shall be dusted once each week. Cigarette urns will be emptied each visit, and the sand will be replaced once each quarter.

9. SECURITY

At the end of each cleaning visit, the Contractor shall check all exterior doors to assure they are locked. Any doors found to be unlocked will be locked and reported to the Branch Manager in writing (by note in log book or email) stating which door and the time the door was found unlocked.

The Contractor shall be issued an alarm code for each location, which he/she shall be responsible for setting prior to leaving the premises. False alarms caused by the Contractor that result in fines issued by the Fire Department shall be the responsibility of the Contractor to pay.

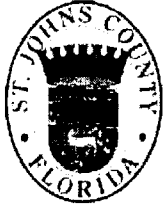
10. MALFUNCTIONING EQUIPMENT

Any equipment (i.e. toilets, faucets, drains, etc.) found to not be operating properly, or leaking shall be reported to the Branch Manager, and shall be repaired by the County. The Contractor shall not attempt any repair on County equipment.

The Contractor shall provide a list including MSDS (Material Safety & Data Sheets) for all cleaning chemicals used to be kept on the premises at each location. The Contractor shall be responsible for updating this list regularly.

11. SUPPLIES

The Contractor shall be required to provide labor and all cleaning materials and equipment to perform the scope of work described by the Specifications herein. Paper goods, trash can liners, urinal cakes, and liquid hand soap shall be supplied by the County. The Contractor shall be responsible for replenishing the dispensers and supplies of paper goods as necessary. The Contractor shall be responsible for notifying the County when supplies need replenishing before the supply has been fully depleted. Notification shall be in writing, either by note to the Branch Manager or email. The Contractor shall supply vacuum cleaners, buffers/scrubbers, and any other machinery necessary to fulfill the requirements of this Contract.



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

August 12, 2013

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No: 13-66R; Janitorial Services for SJC Branch Libraries

This Addendum #1 is issued to further bidders' information and is hereby incorporated into the Bid Documents. Each bidder will ascertain before submitting a bid that he/she has received all Addenda. Please return a signed copy of this Addendum with Sealed Bid Proposal (1 original + 2 copies). The signature page of EACH acknowledged addendum must accompany each copy of the firm's submitted bid proposal.

Questions/Responses:

1. Who is the current vendor?

Answer: Boro Building & Property Maintenance, Inc

2. What is the current annual charge?

Answer: The current annual price is \$54,646.00

3. What is the monthly cost for each location?

Answer: The monthly costs for each branch location are as follows: Main Branch-\$772.50; Ponte Vedra Branch-\$1,277.16; Bartram Trail Branch-\$752.25; Hastings Branch-\$316.96; Southeast Branch-\$1,018.00; Anastasia Island Branch-\$417.00

4. May vendors visit and measure the locations at their convenience?

Answer: Yes, vendors may visit any branch location during normal operating hours to view and measure as needed.

5. When are the floors due for waxing?

Answer: The floors shall be stripped and re-waxed in September 2013, prior to the beginning of the new contract, and would be required to be performed again within one year, unless requested by the County to be performed early.

6. Can you please provide the questions and answers submitted and provided for the original bid?

Answer: The questions submitted and answers provided are in the addenda issued for Bid No: 13-66, and are available on www.demandstar.com under that bid. The questions and answers previously provided are also listed below. Please note that the questions/answers shown below were provided for the original Bid No: 13-66, and may not necessarily apply to this Re-Bid.

1. Does all carpet and hardwood floors include the book/video/music/activity and computer sections of each library? I do not see those listed as a required area to maintain. Who is responsible for these areas?

Answer: The first paragraph in the Specifications Section, is simply a brief overview of the services to be provided. The awarded Contractor shall be responsible for the cleanliness and appearance of each library **as a whole**. The specifications provided for each area of responsibility (i.e. floors, furniture, restrooms, etc) describe a **minimum** set of instructions explaining what is required for each of those areas of

responsibility. The Contractor is responsible for cleaning **all areas** inside each library, including any book/video/music/activity/computer sections.

2. Under the Bid Security Section for the St. Johns County Libraries, there is mentioned of a 5% Bid Bond to be included in the bid. Is this money refundable if we do not win the bid?
Answer: All submitted bid bonds shall be returned to bidders once the County has fully executed contract agreements in place for these services.
3. There is a gazebo located at the Ponte Vedra Branch Library. Is the Contractor responsible for cleaning, and/or performing any services at or in the gazebo?
Answer: The Contractor shall check the gazebo trashcan each visit and empty as necessary. No other services are required for the gazebo.
4. Can you provide a clear definition for what constitutes “eye level” as stated in the specs?
Answer: “Eye level” shall be the height at which the average person can see without the aid of a step ladder or stool. The Contractor-provided cleaners shall be responsible for dusting and/or cleaning shelves and cabinets
5. Is the Contractor required to clean the inside of shelves containing books?
Answer: The Contractor shall dust/clean any and all shelves located in each branch library as follows: dust/clean front, sides, tops of shelves and cabinets, and open areas in shelves/cabinets beside, or around books or other objects located on shelves. The Contractor is not required to dust/clean areas on shelves behind books. This applies to shelves in public areas as well as shelves located in offices, and non-public areas of each library.
6. Is the vendor required to clean the interior of microwaves and other appliances located in the libraries?
Answer: No. The Contractor is only responsible for cleaning the exterior of microwaves and other appliances located in the libraries.
7. Is it correct that the Contractor shall be required to close the blinds each evening?
Answer: Yes, the Contractor shall be responsible for closing the blinds after performing the required services each night.
8. Can you please provide the current vendor and pricing for these services?
Answer: The current Contractor for all branch libraries is Boro Building Property Maintenance, Inc. The current pricing is as follows: PV Branch Library - \$15,326.00/year; Main Branch Library - \$9,270.00/year; Bartram Trail Branch Library - \$9,027.00/year; Hastings Branch Library - \$3,803.00/year; Southeast Branch Library - \$12,216.00/year; Anastasia Branch Library - \$5,004.00/year. Total Annual Cost - \$54,646.00/year.
9. Do bidders have to submit pricing for all six (6) locations?
Answer: No, bidders may submit pricing on any or all of the six (6) branch library locations. The submitted Bid Bond shall be based on the Total Annual Price submitted by the bidder. For example, if a bidder only submits pricing for three (3) libraries, then the submitted Bid Bond shall be based on the total annual cost for those three (3) branches.
10. Is the strip & wax requirement for hard-surface floor areas included in the bid price? Is carpet extraction also included?
Answer: The semi-annual requirement for stripping and waxing the applicable hard-surface floor areas must be included in the submitted bid price for each branch location. This only includes those hard-surface floor areas that must be stripped and waxed. Carpet extraction is not included in the submitted bid price. If and when the County requires this service, or services for any ceramic tile floors, or other areas not included, the County shall request quotes for those services as needed.

11. Can you provide the dates that stripping & waxing was last performed at each of the branch library locations?

Answer: The current vendor performed stripping and waxing on the hard-surface floors in November 2012.

12. Has Boro been the vendor for several years?

Answer: Boro Building & Property Maintenance was awarded the contract for janitorial services at all branch libraries in 2011.

13. Are there any construction projects or maintenance/renovations planned scheduled at this time for any of the branch libraries?

Answer: No construction or major renovation projects are scheduled at this time for any branch library. In the event any such projects are planned and/or scheduled, the County shall coordinate with the Contractor to ensure services continue uninterrupted.

Clarifications

- P. 14 of Bid Docs – Any and all reference to a Bid Bond is hereby removed from this bid.
- P. 18 of Bid Docs – Attachment “C”- Certificate as to Corporate Principal is hereby removed from this bid, as it only pertains to the Bid Bond requirement.

THE BID DUE DATE REMAINS: Wednesday, September 4, 2013 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Jaime T. Locklear, CPPB
Contract Coordinator
Purchasing Department

Printed Name and Title

Company Name (Print)

END OF ADDENDUM #1