

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. 14-30 ANNUAL HARD-SURFACE FLOORING MAINTENANCE SERVICES FOR THE SJC BUILDING OPERATIONS DEPARTMENT

**RECITALS**

**WHEREAS**, the County desires to enter into a contract with W & G Maintenance, to provide annual hard-surface flooring maintenance service to the St. Johns County Building Operations Department; and

**WHEREAS**, the scope of the service shall include twice weekly regular maintenance, annual stripping and re-waxing services for SJC Building Operations Department; and

**WHEREAS**, through the County's formal bid process, W & G Maintenance was the lowest bidder, and was determined to be a 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 the SJC Building Operations Department; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the proposed 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. 14-30 to W & G Maintenance.

Section 3. The County Administrator, or designee, is further authorized to execute the a contract in substantially the same form and format as attached hereto W & G Maintenance on behalf of the County for the annual hard-surface flooring maintenance service as specifically provided in the Bid Documents for Bid No 14-30.

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.

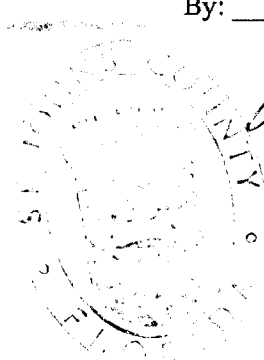
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 4<sup>th</sup> day of March, 2014.

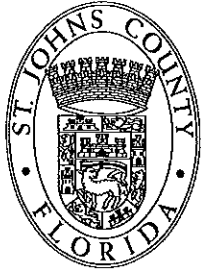
**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By: [Signature]  
John H. Morris, BOCC Chair

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

**RENDITION DATE** 3/6/14





**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**  
500 San Sebastian View  
St. Augustine, Florida 32084

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**I N T E R O F F I C E   M E M O R A N D U M**

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**TO:** Wayne Pacetti, Building Operations Manager  
**FROM:** Jaime Locklear, CPPB, Contract Coordinator *JL*  
**SUBJECT:** Transmittal of Bids Received for Bid No. 14-30, Annual Hard-Surface Flooring  
Maintenance Services  
**DATE:** December 11, 2013

Attached are copies of the bid proposals received for the above mentioned along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

Please let me know if I can assist your department in any other way.

Department Head Approval *Way Pacetti*  
Date 12/11/13  
Budget Amount 38,697<sup>00</sup>  
Account Funding Title Contractual  
Funding Charge Code 0032-53120  
Award to W+G Maintenance  
Award Amount 37,200<sup>00</sup>

RECEIVED ST. JOHNS  
COUNTY PURCHASING  
2013 DEC 16 PM 1 27

**ST. JOHNS COUNTY  
BID TABULATION**

*[Handwritten Signature]*  
LEIGH DANIELS  
SHARON HALUSKA

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.

BID TITLE  
ANNUAL HARD-SURFACE FLOORING MAINTENANCE  
SERVICES

BID NUMBER  
14-30

OPENING DATE/TIME  
December 11, 2013 2:00 PM

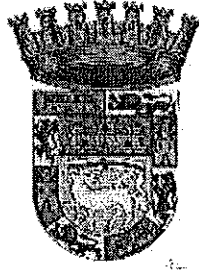
POSTING DATE/TIME  
12/11/13 3:00 PM

FROM  
12/11/13 3:00 PM

UNTIL  
12/16/13 3:00 PM

BIDDERS	TOTAL ANNUAL PRICE BID	PRICE PER ADDITIONAL VISIT	UNIT PRICE FOR ADDITIONAL SERVICES STRIPPING PER SQ FT	UNIT PRICE FOR ADDITIONAL SERVICES BUFFING/POLISHING PER SQ FT	UNIT PRICE FOR ADDITIONAL SERVICES TOP-SCRUB & RE-WAX PER SQ FT	UNIT PRICE FOR ADDITIONAL SERVICES APPLICATION OF WAX PER SQ FT	ADDENDUM # 1
W&G MAINTENANCE	\$37,200.00	\$50.00	\$0.10	\$0.08	\$0.10	\$0.10	YES
CWGA SERVICES	\$38,500.00	\$55.00	\$0.12	\$0.10	\$0.11	\$0.10	YES
ISS FACILITY SERVICES INC	\$39,028.08	\$276.00	\$0.14	\$0.12	\$0.18	\$0.08	YES
NASH JANITORIAL	\$41,810.00	\$9,176.00	\$0.059	\$0.059	\$0.089	\$0.089	YES

BID AWARD DATE - \_\_\_\_\_



**Board of County Commissioners  
St. Johns County, Florida**

**BID NO: 14-30**

**Annual Hard-Surface Flooring Maintenance Services**

**BID DOCUMENTS  
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, Fl 32084  
904.209.0150**

**FINAL: 11/5/13**

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Attachment D – List of References

**PROJECT SPECIFICATIONS**

**BID NO: 14-30**

**NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, December 11, 2013 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, FL 32084 for Bid No: 14-30 – Annual Hard-Surface Flooring Maintenance Services. Bids will be opened promptly after the 2:00 P.M. deadline. Bids delivered to or received by the St. Johns County Purchasing Department after the 2:00 P.M. deadline will not be accepted and shall be returned to the sender unopened.

The scope of work for this project is to furnish any and all labor, equipment and materials necessary to perform annual hard-surface floor maintenance services for St. Johns County. These services shall include twice weekly regular maintenance as specified, annual stripping and re-waxing services, and any and all as needed services required by the County. Services shall be performed after five o'clock (5:00pm) on weekdays, on weekends, or as specified by the requesting SJC Department.

Any contract awarded under this bid shall become effective on April 1, 2014.

All questions relative to this Bid must be submitted, *in writing*, to Jaime Locklear, CPPB, Contract Coordinator, SJC Purchasing Department, via email at [jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us) or via fax to (904) 209-0159 **no later than noon (12:00 P.M.), Wednesday, November 27, 2013.**

Bid Packages are available from Onvia/DemandStar, Inc at [www.demandstar.com](http://www.demandstar.com) by requesting Document #14-30. Vendors registered with DemandStar.com can download most packages at no cost. Vendors not registered with DemandStar may contact them at 800-331-5337 for information. Requests for Bid Packages may also be sent to Jaime Locklear, SJC Purchasing Department via email at [jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us) or fax (904) 209-0159.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA  
CHERYL STRICKLAND, CLERK  
BY: \_\_\_\_\_

Deputy Clerk

# **FRONT END BID DOCUMENTS**

## INSTRUCTION TO BIDDERS

**OWNER:** St. Johns County, Florida  
**PROJECT:** BID NO: 14-30; Annual Hard-Surface Flooring Maintenance Services

### DEFINITIONS

Bidding Documents include the Advertisement/Notice to Bidders, Instructions to Bidders, the Official Total Bid Form with attachments, other sample Bidding Contract Forms, Public Construction Bond Format, and the Contract Documents, as further identified in the Agreement, including any Addenda issued prior to receipt of Bids.

All definitions set forth in the General Conditions in other Contract Documents are applicable to the Bidding Documents.

Addenda are written or graphic instruments issued by the Project Director prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents.

A Bidder is one who submits a Bid as a prime contractor with the Owner for the work described in the proposed Contract Documents.

### BIDDER'S REPRESENTATION

Each Bidder, by marking his Bid, represents that he has read and understands the Bidding and Contract Documents and his Bid is made in accordance herewith: he has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed; and his Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

### BIDDING DOCUMENTS

Bidders may obtain complete sets of the Bidding Documents from [www.demandstar.com](http://www.demandstar.com) and/or St. Johns County Purchasing Department in the number and for the purchase sum if any stated in the Advertisement or Invitation - Notice to Bidders.

Complete sets of Bidding Documents shall be used in preparing Bids. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents. The Owner, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

### INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the Purchasing Department, which must be received at least **fourteen (14)** days prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bidding Documents by the Owner or his Representative less than **seven (7) days** prior to the Bid due date, however, the Owner reserves the authority to decrease this time depending on the necessity of such change.



**EXAMINATION OF BID DOCUMENTS**

Each Bidder shall carefully examine the Bid Documents and Specifications and be thoroughly informed of any and all conditions and requirements that may, in any manner, affect cost, progress or performance of the work to be performed under this Contract. Ignorance on the part of the Contractor will, in no way, eliminate the obligations and responsibilities under this Contract.

**SUBSTITUTIONS**

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Owner at least ten days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project director’s approval or disapproval of a proposed substitution shall be final.

If the Owner approves any proposed substitution, such approval will be set forth in an Addenda. Bidders shall **not** rely upon approval made in any other manner.

**QUESTIONS**

All questions relative to this Bid must be submitted, *in writing*, to Jaime Locklear, CPPB, Contract Coordinator, SJC Purchasing Department, via email at [jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us) or via fax to (904) 209-0159 **no later than noon (12:00 P.M.), Wednesday, November 27, 2013.**

**ADDENDA**

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in the space provided in the Bid Proposal Form.

**FORM AND STYLE OF BIDS**

Bids shall be submitted on forms provided in this manual. All blanks on the Bid Form shall be filled in by typewriter or manually in ink. Each Bidder shall submit one (1) original and two (2) copies of his/her bid.

Bids must be placed in an envelope, sealed then placed and sealed in a second envelope or container, plainly marked on the outside with the following: return address in top left hand corner and recite: **“SEALED BID NO: 14-30 – ANNUAL HARD-SURFACE FLOORING MAINTENANCE SERVICES”**.

*See Example Below:*

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084	St. Johns County Purchasing Department 500 San Sebastian View St. Augustine, FL 32084 <b>BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT</b>
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Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern.

Any interlineations, alteration or erasure must be initialed by the signer of the Bid. Failure to do so may cause the Bidder's proposal to be considered non-responsive. Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

Each copy of the Bid Proposal shall include the full legal company name, address, telephone number and legal name of Bidder and a statement whether Bidder is sole proprietor, a partnership, a corporation or any other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

**SUBMISSION OF BIDS**

All copies of the Bid, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope.

The envelope shall be addressed as required in the "Form & Style of Bids" section of the Bid Documents, and shall be identified with the Bid Number, Project name, the Bidder's name, and return address. The envelope containing the above Bid Documents shall be enclosed in an outer envelope and identified in a similar manner.

Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids received after the designated time will be returned unopened by the Purchasing Office.

Oral, telephonic, or telegraphic Bids are invalid and will not receive consideration.

**MODIFICATION OR WITHDRAWAL OF BID**

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder or be by telegram. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

**CONSIDERATION OF BIDS**

Opening of Bids: Unless stated otherwise in an Addenda to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the bid amounts of the Base Bids and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Department bulletin board for 72 hours.

Rejection of Bids: The Owner reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

Acceptance of Bid (Award): The Owner shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received.

It is the intent of the Owner to award a contract to the lowest responsive, responsible Annual Price Bid to best serve the needs of the County, and provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, and does not exceed the funds budgeted for the Project.

If the Contract is awarded, it will be awarded as expeditiously as possible from the date of the Bid Opening, or as designated in the Bid Documents.

### **GOVERNING LAWS & REGULATIONS**

Each Bidder is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that, in any manner, affect the work. This Contract Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and performance.

### **CONTRACTOR QUALIFICATIONS**

Each Bidder must be fully licensed to do business in the State of Florida and upon award must secure and maintain a Local Business Tax Receipt from St. Johns County throughout the duration of the contract.

Any Contractor is disqualified from submitting a Bid for these services if any of the following has occurred:

- Termination of contract between County and vendor for cause within the last calendar year (twelve months)
- County issued a Notice of Award for a contract, and vendor failed to execute the contract and/or follow through with the requirements of the Bid within the last calendar year (twelve months)

### **LOCAL OPERATIONS/REPRESENTATIVE**

Each Bidder must have a local operation or representative who can be on-site at any County location within two (2) hours of notification from the County or Contractor personnel in order to perform required services in the absence of assigned personnel due to illness, emergency, or to redo services that were inadequately performed by Contractor personnel. The Contractor must provide the name and contact information of any and all Local Representative with the submitted bid proposal, if representative is other than individual signing the bid on behalf of the Contractor.

### **SUB-CONTRACTORS & FRANCHISE AGREEMENTS**

1. Sub-Contracting: The Sub-Contracting term means to sub-contract any portion of the cleaning and janitorial work to a non-vendor employee, a third party, or another business entity for any reason. If the Bidder will sub-contract any portion of the contract for any reason, he must include, in writing, the name and all contact information of the sub-contractor, and the percentage of the extent of work to be performed by the sub-contractor. **This information is to be submitted on Attachment "B" with the bid proposal.** St. Johns County reserves the right to reject any bid if it names a sub-contractor who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
2. Franchise Agreements: Franchise Agreement means the vendor's grant of authority to another entity who will be Doing Business As a single company, individual, or entity to perform cleaning and janitorial services mutually through its Franchise Agreement. If the bidder will sub-contract any portion of the contract for any reason, he must include, in writing, the name and all contact information of the sub-contractor, and the percentage of the extent of work to be performed by the sub-contractor. **This information is to be submitted on Attachment "B" with the bid proposal.** St. Johns County reserves the right to reject any bid if it names a sub-contractor who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.

Each Bidder shall submit to Owner a list of Subcontractors/Franchise Agreements and major materials suppliers to be used if awarded the contract. A copy of the form, Attachment "B", is provided in the Bidding Documents. If no Subcontractors are required, so state there on.

Upon request by the Owner, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the Owner, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, the Owner will notify the Bidder in writing if the Owner, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Sub-contractor. The Bidder then may, at his option, withdraw his Bid or submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the Owner then may, at his option, disqualify the Bidder, at no cost to the Owner.

The Owner reserves the right to disqualify any Contractor, Subcontractor, Vendor, or Material Supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner and Architect.

### **EMPLOYEE BACKGROUND CHECKS**

Any and all Contractor and/or contractor supplied personnel, including sub-contractors assigned to perform any services at any St. Johns County facility shall submit to a background check performed by the St. Johns County Sheriff's Office. This includes cleaners, inspectors, administrative personnel and any other employee or sub-contractor who will require access to any County location at any time throughout the duration of this contract. Upon notification from the County, the awarded vendor shall be required to supply the necessary information to perform background checks on any and all individuals who will perform any services in any of the branch library locations listed in this Bid. Reporting of background check shall be "pass/fail". Personnel receiving a rating of "fail" shall not be allowed to work in any St. Johns County facility.

Upon receiving a rating of "pass", contractor and/or contractor employees will be given necessary access to the St. Johns County facilities, including ID badge(s) and key(s) as required for normal performance of duties. Badges and keys are property of St. Johns County and shall be returned when no longer required. Any loss of badge or key, or change in status of contractor supplied personnel shall be reported immediately to the Building Operations Dept Manager and Purchasing Dept Contract Coordinator.

The Contractor is not permitted to utilize any individual to perform any services under this contract who has not received a "Pass" rating from a background check performed by the County. Utilization of any individual previous to a completed background check, and "pass" rating, may be cause for termination of the contract.

All areas necessary for proper service shall be made accessible, but contractor and/or contractor employees shall reasonably restrict themselves to their respective work areas.

Violation of any clause in this section can result in immediate termination of the contract.

### **CONVICTED VENDOR LIST**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods and/or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category 2 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendors List.

### **REFERENCES**

Each Bidder shall submit a list of references from the last three (3) years. This information is to be submitted on **Attachment "E" of the Bid Documents**. References must pertain to services similar to those described in this bid.

### **CONDUCT IN COUNTY BUILDINGS**

1. No janitorial employee will access any records, files or documents at any time during the performance of their duties.
2. No janitorial employee will access any area of the building being cleaned other than the area of work responsibility or authorized break or office area, without previous knowledge of his/her Lead, or previous approval of the Building Operations Manager.
3. No janitorial employee shall use County telephones except in the event of an emergency. Any telephone charges verified by the County incurred by the janitorial firm's employees shall be billed to the janitorial firm.
4. All equipment used by janitorial employees will meet O.S.H.A. standards for plugs, cords, grounds, etc.
5. No janitorial employees will be accompanied in their work area by acquaintances, family members or any other non-employee of the janitorial firm.
6. Smoking is not permitted in **ANY** County building.

7. Janitorial employees must conduct themselves in an orderly and safe manner. Fighting, horseplay, stealing, being under the influence of alcohol or drugs or bringing alcohol or drugs onto County property, soliciting, gambling, or any immoral or undesirable conduct is not permitted and may be grounds for immediate termination of the Contract.

St. Johns County reserves the right to immediately have any employee of the janitorial firm removed from County property if any of the above mentioned requirements are not being met.

### **CONTRACT TERMS**

The Contract shall become effective on April 1, 2014, 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 Manager and Building Operations Manager, or their designees, and 3.) availability of funds for the fiscal year of the renewal period.

### **PAYMENT**

Invoices will be submitted to the Building Operations Manager at the end of each month.

The awarded firm shall address invoices to:       SJC Building Operations Dept  
500 San Sebastian View  
St. Augustine, FL 32084

Payment Terms: Net 45 Days per 218.74(2) Florida Statutes

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in each Bidder's submitted pricing. The County is a Tax Exempt Agency, which means that the Contractor shall not add taxes to the invoice submitted to the County. Any and all fees must be included in the pricing submitted on the Official Bid Form.

### **TERMINATION**

The failure of the Contractor to comply with any portion of the duties or obligations under the Contract Agreement shall be cause for termination. The Contract Agreement may be terminated by the County for cause upon giving written notice stating the cause(s) of non-compliance and that the Contract Agreement will be terminated if corrections are not made to comply with the Contract Agreement. The successful bidder shall have five (5) business days to correct non-compliance items after receiving written notice of non-compliance or breach of contract. If, within the stipulated time, corrections have not been made, or adequate corrective action has not been taken, as determined by the County, the Contract Agreement may be terminated for Cause upon giving fourteen (14) days written notice.

In addition to the above, the Contract Agreement may be terminated without cause by either party upon giving thirty (30) consecutive calendar days written notice.

In the event of a determination of default, St. Johns County reserves the right to award any remaining portion of the agreement to the next lowest, most responsive, responsible bidder without further competition.

### **INDEMNITY**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its officials and employees, from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Sub-Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Sub-Contractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Sub-Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

**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.

**END OF SECTION**

**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**

BID NO: 14-30

**OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA**

**PROJECT:** Annual Hard-Surface Flooring Maintenance Services

**TO:** ST. JOHNS COUNTY, FL

**DATE SUBMITTED:** \_\_\_\_\_

**BID PROPOSAL OF**

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: 14-30; Annual Hard-Surface Flooring Maintenance** 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:** Annual Hard-Surface Flooring Maintenance as per Bid Documents and Specifications:

**Total Annual Price Bid:** \$ \_\_\_\_\_ (includes 2x/week services + 1x/year strip & re-wax)

**Price per Additional Visit:** \$ \_\_\_\_\_ (for maintenance visits in addition to 2x/week services)

**UNIT PRICE BIDS FOR ADDITIONAL SERVICES:**

**Stripping:** \$ \_\_\_\_\_ / Sq Ft

**Buffing/Polishing:** \$ \_\_\_\_\_ / Sq Ft

**Top-Scrub & Re-Wax:** \$ \_\_\_\_\_ / Sq Ft

**Application of Wax:** \$ \_\_\_\_\_ / Sq Ft

\*Note: These additional items shall be billed at the prices shown above on an as needed basis as requested by St. Johns County. Each unit price per square foot must include any and all fees and costs associated with providing these services.



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

No.: \_\_\_\_\_ Date Received:

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.

**CORPORATE/COMPANY**

Full Legal Company Name: \_\_\_\_\_ (Seal)

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

Company Mailing Address: \_\_\_\_\_

Telephone No: (\_\_\_\_) \_\_\_\_\_ Fax No: (\_\_\_\_) \_\_\_\_\_

Email Address for Authorized Company Representative: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_ DUNS #: \_\_\_\_\_

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D. Tax Number:

Local Representative/Operation – (IF DIFFERENT THAN ABOVE)

Individual/Operation Name: \_\_\_\_\_

Individual/Operation Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

- Attachments: "A" - Affidavit
- "B" - List of Proposed Subcontractors/Franchise Holders
- "C" - License/Certification List
- "D" - List of References

Attachments "A", "B", "C", and "D", must be completed and attached to Bidder's bid proposal along with any and all supplemental documentation, and 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 \_\_\_\_\_ who being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of the firm of \_\_\_\_\_ Bidder submitting the attached proposal for the services covered by the bid documents for Bid No:14-30, Annual Hard-Surface Floor Maintenance Services, in St. Johns County, Florida.

The affiant further states that no more that 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.

\_\_\_\_\_  
(Bidder)

By: \_\_\_\_\_  
\_\_\_\_\_  
(Title)

Sworn and subscribed to me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2013.

Notary Public:  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed

My commission Expires: \_\_\_\_\_

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

**ATTACHMENT B**  
**LIST OF PROPOSED SUBCONTRACTORS/FRANCHISE HOLDERS**

All subcontractors/franchise holders are subject to approval of Owner. The following are subcontractors and/or franchise holders proposed to be used in connection with this work:

**DIVISION OF WORK**

**NAME & ADDRESS**

<b><u>DIVISION OF WORK</u></b>	<b><u>NAME &amp; ADDRESS</u></b>
_____	_____
_____	_____
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_____	_____

**ATTACHMENT C**  
**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

**ATTACHMENT "D"**  
**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: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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

# **SPECIFICATIONS**

**Bid No: 14-30; Annual Hard-Surface Flooring Maintenance Services**  
**MINIMUM SPECIFICATIONS**

**SCOPE OF WORK:**

The Contractor shall be responsible for furnishing all labor, equipment and materials necessary to perform maintenance services for hard-surface flooring located in the St. Johns County Courthouse, Courthouse East, Service Center, and Administration buildings. The maintenance services shall include buffing, polishing, stripping, and waxing of floors as specified below.

**AREAS TO RECEIVE MAINTENANCE:**

1. SJC Courthouse – 9,650 sq ft
2. SJC Courthouse East – 3,540 sq ft
3. SJC Service Center – 5,950 sq ft
4. SJC Administration Building – 7,940 sq ft
5. SJC Permit Center – 1,200 sq ft

Total Square Footage – 28,280 sq ft

The areas stated above shall receive regular and annual maintenance under this contract. Any SJC facilities not stated above may be added to the contract schedule for regular and/or annual maintenance at the discretion of the County. Sites added shall be authorized with a Contract Amendment.

**1. REGULAR MAINTENANCE**

The Contractor shall perform regular maintenance services on the included hard-surface flooring for the purpose of producing a maintaining a high quality, resilient shine on all hard-surface flooring areas. Regular maintenance service visits shall be performed a minimum of twice each week, and shall include buffing, polishing, top-scrubbing and reapplying wax as needed.

**2. ANNUAL MAINTENANCE**

The Contractor shall strip and re-wax all hard-surface flooring at least once each year, using an appropriate product for the type of flooring being serviced. The Contractor shall recommend when additional stripping is considered necessary.

**3. SUPPLIES**

The Contractor shall be responsible for providing any and all equipment and supplies necessary to perform the required services, including, but not limited to: stripper, sealer, wax, floor cleaners, buffing pads, etc to produce and maintain a high quality, resilient shine on all hard-surface flooring areas. Water shall be provided by the County and is available in custodial closets located on each floor of the buildings.

**4. SCHEDULE**

The Contractor shall perform all required services after five o'clock (5:00pm) on weekdays and/or on weekends and shall coordinate all services with the County so as not to conflict with schedules of events, business hours, or other functions.

**5. SAFETY & SECURITY**

The Contractor shall comply with security policies and procedures established by the County at all times while performing services on County properties. All Contractor personnel shall, at all times, conspicuously display photo identification that shall include, at a minimum, employee name, company name, address and telephone number.

Each time the Contractor performs services at any County facility, the Contractor shall check that all outside doors are locked. Any doors found to be unlocked shall be locked and reported to the SJC Building Operations Dept, or on-duty security staff.





St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

November 13, 2013

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No: 14-30; Annual Hard-Surface Flooring Maintenance Services

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. What is the overall budget?

Answer: The budget for regular maintenance services with annual and semi-annual strip and re-wax for the locations stated in the bid is \$43,581.00 per year.

Clarifications:

The Scope of Work (p. 21 of Bid Docs) has been revised to include regular maintenance and semi-annual strip and re-wax of the SJSO Evidence Office as stated on the revised Scope of Work attached hereto.

The Official County Bid Form has been revised and attached hereto. Bidders shall use the revised bid form when submitting bid proposals.

THE BID DUE DATE REMAINS: Wednesday, December 11, 2013 at 2:00 P.M.

Acknowledgment

Signature and Date

Printed Name and Title

Company Name (Print)

Sincerely,
Jaime T. Locklear, CPPB
Contract Coordinator
Purchasing Department

BID NO: 14-30

OFFICIAL COUNTY BID FORM (Revised 11/13/13)  
ST. JOHNS COUNTY, FLORIDA

PROJECT: Annual Hard-Surface Flooring Maintenance Services

TO: ST. JOHNS COUNTY, FL

DATE SUBMITTED: \_\_\_\_\_

**BID PROPOSAL OF**

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: 14-30; Annual Hard-Surface Flooring Maintenance** 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:** Annual Hard-Surface Flooring Maintenance as per Bid Documents and Specifications:

**Total Annual Price Bid:** \$ \_\_\_\_\_  
(Price must include any and all costs for Regular Maintenance & Annual/Semi-Annual Strip & Re-wax)

**Price per Additional Visit:** \$ \_\_\_\_\_  
(Price for maintenance visits in addition to included Regular Maintenance & Annual/Semi-Annual Services)

-----  
**UNIT PRICE BIDS FOR ADDITIONAL SERVICES:**

**Stripping:** \$ \_\_\_\_\_ / Sq Ft

**Buffing/Polishing:** \$ \_\_\_\_\_ / Sq Ft

**Top-Scrub & Re-Wax:** \$ \_\_\_\_\_ / Sq Ft

**Application of Wax:** \$ \_\_\_\_\_ / Sq Ft

\*Note: These additional items shall be billed at the prices shown above on an as needed basis as requested by St. Johns County. Each unit price per square foot must include any and all fees and costs associated with providing these services

**Bid No: 14-30; Annual Hard-Surface Flooring Maintenance Services  
REVISED MINIMUM SPECIFICATIONS (11/12/13)**

**SCOPE OF WORK:**

The Contractor shall be responsible for furnishing all labor, equipment and materials necessary to perform maintenance services for hard-surface flooring located in the St. Johns County Courthouse, Courthouse East, Service Center, and Administration buildings. The maintenance services shall include buffing, polishing, stripping, and waxing of floors as specified below.

**AREAS TO RECEIVE MAINTENANCE:**

1. SJC Courthouse – 9,650 sq ft
  2. SJC Courthouse East – 3,540 sq ft
  3. SJC Service Center – 5,950 sq ft
  4. SJC Administration Building – 7,940 sq ft
  5. SJC Permit Center – 1,200 sq ft
  6. SJSO Evidence Office – 7,088 sq ft (includes 200 sq ft of ceramic tile)
- Total Square Footage – 35,368 sq ft**

The areas stated above shall receive regular and annual maintenance under this contract. Any SJC facilities not stated above may be added to the contract schedule for regular and/or annual maintenance at the discretion of the County. Sites added shall be authorized with a Contract Amendment.

**1. REGULAR MAINTENANCE**

The Contractor shall perform regular maintenance services on the included hard-surface flooring for the purpose of producing a maintaining a high quality, resilient shine on all hard-surface flooring areas. Regular maintenance service visits shall be performed a minimum of twice each week, and shall include buffing, polishing, top-scrubbing and reapplying wax as needed.

**SJSO Evidence Office:**

The Contractor shall perform regular maintenance services at the SJSO Evidence Office which shall include once weekly dust mopping, damp mopping, and buffing of the six thousand eight hundred eighty eight (6,888) square feet of VCT.

**2. ANNUAL MAINTENANCE**

The Contractor shall strip and re-wax all hard-surface flooring at least once each year, using an appropriate product for the type of flooring being serviced. The Contractor shall recommend when additional stripping is considered necessary.

**SJSO Evidence Office:**

The Contractor shall strip and re-wax all hard-surface flooring in the SJSO Evidence Office once every six (6) months, using an appropriate product for the type of flooring being serviced. The Contractor shall recommend when additional stripping, or other services is considered necessary.

**3. SUPPLIES**

The Contractor shall be responsible for providing any and all equipment and supplies necessary to perform the required services, including, but not limited to: stripper, sealer, wax, floor cleaners, buffing pads, etc to produce and maintain a high quality, resilient shine on all hard-surface flooring areas. Water shall be provided by the County and is available in custodial closets located on each floor of the buildings.

**4. SCHEDULE**

The Contractor shall perform all required services after five o'clock (5:00pm) on weekdays and/or on weekends and shall coordinate all services with the County so as not to conflict with schedules of events, business hours, or other functions.

**5. SAFETY & SECURITY**

The Contractor shall comply with security policies and procedures established by the County at all times while performing services on County properties. All Contractor personnel shall, at all times, conspicuously display photo identification that shall include, at a minimum, employee name, company name, address and telephone number.

Each time the Contractor performs services at any County facility, the Contractor shall check that all outside doors are locked. Any doors found to be unlocked shall be locked and reported to the SJC Building Operations Dept, or on-duty security staff.

**END OF ADDENDUM #1**

User: Toney, Jaime    Organization: St. Johns County - Purchasing Department

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[Build Broadcast List](#)

[Reports](#)

## Document Confirmation

The uploaded file was successfully received.

Document Title    Bid No: 14-30 Addendum #1

Reference Filename    1611845.DOC

File Size    222720 Bytes

Total uploaded by type    1

Addendums    1



**St. Johns County Board of County Commissioners**

Purchasing Division

**ADDENDUM #1**

November 13, 2013

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** Bid No: 14-30; Annual Hard-Surface Flooring Maintenance Services

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. What is the overall budget?**

Answer: The budget for regular maintenance services with annual and semi-annual strip and re-wax for the locations stated in the bid is \$43,581.00 per year.

**Clarifications:**

The Scope of Work (p. 21 of Bid Docs) has been revised to include regular maintenance and semi-annual strip and re-wax of the SJSO Evidence Office as stated on the revised Scope of Work attached hereto.

The Official County Bid Form has been revised and attached hereto. Bidders shall use the revised bid form when submitting bid proposals.

**THE BID DUE DATE REMAINS: Wednesday, December 11, 2013 at 2:00 P.M.**

**Acknowledgment**

*Wudson Fenelon 12.7.13*

Signature and Date

Wudson Fenelon President

Printed Name and Title

W&G Maintenance

Company Name (Print)

Sincerely,

**Jaime T. Locklear, CPPB**  
Contract Coordinator  
Purchasing Department

**BID NO: 14-30**

**OFFICIAL COUNTY BID FORM (Revised 11/13/13)  
ST. JOHNS COUNTY, FLORIDA**

**PROJECT:** Annual Hard-Surface Flooring Maintenance Services

**TO:** ST. JOHNS COUNTY, FL

**DATE SUBMITTED:** 12/11/13

**BID PROPOSAL OF**

W&G Maintenance	253 Wading Bird Cir	Palm Bay FL 32908	321-394-5085
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: 14-30: Annual Hard-Surface Flooring Maintenance** 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:** Annual Hard-Surface Flooring Maintenance as per Bid Documents and Specifications:

**Total Annual Price Bid:** \$ 37200.00  
(Price must include any and all costs for Regular Maintenance & Annual/Semi-Annual Strip & Re-wax)

**Price per Additional Visit:** \$ 50  
(Price for maintenance visits in addition to included Regular Maintenance & Annual/Semi-Annual Services)

**UNIT PRICE BIDS FOR ADDITIONAL SERVICES:**

**Stripping:** \$ .10 / Sq Ft

**Buffing/Polishing:** \$ .08 / Sq Ft

**Top-Scrub & Re-Wax:** \$ .10 / Sq Ft

**Application of Wax:** \$ .10 / Sq Ft

\*Note: These additional items shall be billed at the prices shown above on an as needed basis as requested by St. Johns County. Each unit price per square foot must include any and all fees and costs associated with providing these services

**Bid No: 14-30; Annual Hard-Surface Flooring Maintenance Services**  
**REVISED MINIMUM SPECIFICATIONS (11/12/13)**

**SCOPE OF WORK:**

The Contractor shall be responsible for furnishing all labor, equipment and materials necessary to perform maintenance services for hard-surface flooring located in the St. Johns County Courthouse, Courthouse East, Service Center, and Administration buildings. The maintenance services shall include buffing, polishing, stripping, and waxing of floors as specified below.

**AREAS TO RECEIVE MAINTENANCE:**

1. SJC Courthouse – 9,650 sq ft
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5. SJC Permit Center – 1,200 sq ft
6. SJSO Evidence Office – 7,088 sq ft (includes 200 sq ft of ceramic tile)

**Total Square Footage – 35,368 sq ft**

The areas stated above shall receive regular and annual maintenance under this contract. Any SJC facilities not stated above may be added to the contract schedule for regular and/or annual maintenance at the discretion of the County. Sites added shall be authorized with a Contract Amendment.

**1. REGULAR MAINTENANCE**

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**END OF ADDENDUM #1**

# **SPECIFICATIONS**

**Bid No: 14-30: Annual Hard-Surface Flooring Maintenance Services**  
**MINIMUM SPECIFICATIONS**

**SCOPE OF WORK:**

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Total Square Footage – 28,280 sq ft

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**4. SCHEDULE**

The Contractor shall perform all required services after five o'clock (5:00pm) on weekdays and/or on weekends and shall coordinate all services with the County so as not to conflict with schedules of events, business hours, or other functions.

**5. SAFETY & SECURITY**

The Contractor shall comply with security policies and procedures established by the County at all times while performing services on County properties. All Contractor personnel shall, at all times, conspicuously display photo identification that shall include, at a minimum, employee name, company name, address and telephone number.

Each time the Contractor performs services at any County facility, the Contractor shall check that all outside doors are locked. Any doors found to be unlocked shall be locked and reported to the SJC Building Operations Dept, or on-duty security staff.

**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**

BID NO: 14-30

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

PROJECT: Annual Hard-Surface Flooring Maintenance Services

TO: ST. JOHNS COUNTY, FL

DATE SUBMITTED: 12/11/13

**BID PROPOSAL OF**

<u>W&amp;G Maintenance</u>	<u>253 Wading Bird Cir Palm Bay FL 32908</u>	<u>321-394-5085</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: 14-30: Annual Hard-Surface Flooring Maintenance** 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:** Annual Hard-Surface Flooring Maintenance as per Bid Documents and Specifications:

**Total Annual Price Bid:** \$ 37200 (includes 2x/week services + 1x/year strip & re-wax)

**Price per Additional Visit:** \$ 50 (for maintenance visits in addition to 2x/week services)

-----  
**UNIT PRICE BIDS FOR ADDITIONAL SERVICES:**

**Stripping:** \$ .10 \_\_\_\_\_ / Sq Ft

**Buffing/Polishing:** \$ .08 \_\_\_\_\_ / Sq Ft

**Top-Scrub & Re-Wax:** \$ .10 \_\_\_\_\_ / Sq Ft

**Application of Wax:** \$ .10 \_\_\_\_\_ / Sq Ft

\*Note: These additional items shall be billed at the prices shown above on an as needed basis as requested by St. Johns County. Each unit price per square foot must include any and all fees and costs associated with providing these services.

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

No.: 11/13/13 Date Received:

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.

**CORPORATE/COMPANY**

Full Legal Company Name: \_\_\_\_\_ W&G Maintenance \_\_\_\_\_ (Seal)

By: Wudson Fenelon \_\_\_\_\_  
(Signature Authorized Representative)      Wudson Fenelon President  
(Name & Title typed or printed)

Company Mailing Address: 253 Wading Bird Cir Palm Bay Florida 32908

Telephone No: (321)394-5085      Fax No: (321) 608-2401

Email Address for Authorized Company Representative: wudmaintenance@aol.com

Federal I.D. Tax Number: 11-3369261      DUNS #: 01-8822324

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature)      (Name typed or printed)      (Title)

Address: \_\_\_\_\_

Telephone No.: ( ) \_\_\_\_\_      Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_

Local Representative/Operation -- (IF DIFFERENT THAN ABOVE)

Individual/Operation Name: \_\_\_\_\_

Individual/Operation Address: \_\_\_\_\_

Telephone: \_\_\_\_\_      Email: \_\_\_\_\_

- Attachments: "A" - Affidavit  
 "B" - List of Proposed Subcontractors/Franchise Holders  
 "C" - License/Certification List  
 "D" - List of References

Attachments "A", "B", "C", and "D", must be completed and attached to Bidder's bid proposal along with any and all supplemental documentation, and 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 <sup>Brevard</sup> ST. JOHNS

Before me, the Undersigned authority, personally appeared Wuds who being duly sworn, deposes and says he is President (Title) of the firm of W+B Maintenance Bidder submitting the attached proposal for the services covered by the bid documents for Bid No:14-30, Annual Hard-Surface Floor Maintenance Services, in St. Johns County, Florida.

The affiant further states that no more that 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.

W+B Maintenance  
(Bidder)

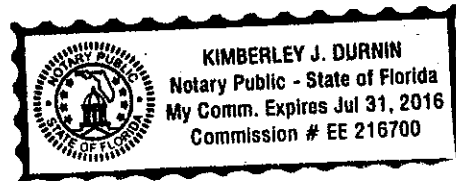
By: Wudson Penelon  
President  
(Title)

Sworn and subscribed to me this 7<sup>th</sup> day of Dec, 2013.

Notary Public:  
Kimberley J. Durnin  
Signature  
Kimberley J. Durnin  
Printed

My commission Expires: July 31, 2016

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





**ATTACHMENT B**  
**LIST OF PROPOSED SUBCONTRACTORS/FRANCHISE HOLDERS**

All subcontractors/franchise holders are subject to approval of Owner. The following are subcontractors and/or franchise holders proposed to be used in connection with this work:

**DIVISION OF WORK**

**NAME & ADDRESS**

<b><u>DIVISION OF WORK</u></b>	<b><u>NAME &amp; ADDRESS</u></b>
NA	

**ATTACHMENT C**  
**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
Janitorial Cleaning	NA		

**ATTACHMENT "D"**  
**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: Terry Southard Facility  
 Name of Firm: Indian River County  
 Address: Utility Center Vero Beach Florida  
 Phone #: 772-226-3404 Fax #: \_\_\_\_\_  
 Email Address: tsouthard@ircgov.com

Contact Name/Title: Dave Iman  
 Name of Firm: Bergenson  
 Address: Various Locations  
 Phone #: 904-434-3197 Fax #: \_\_\_\_\_  
 Email Address: daveinman22@yahoo.com

Contact Name/Title: Gerline Lafontant  
 Name of Firm: Savoir Vivre Assisted Living Home  
 Address: Palm Bay FL  
 Phone #: 917-292-8453 Fax #: \_\_\_\_\_  
 Email Address: gerlinef@aol.com

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

## W & G Maintenance

### Executive Summary

W & G Maintenance is a janitorial services provider that has been in business since 1997. Wudson Fenelon and Neil Norman, the two funders of the company, as well as the other members of the leadership team have approximately 90 years of experience in the janitorial services industries. The company has grown in both client base, as well as the number of employees. Currently there are 30 full and part time employees on the payroll. The company prides itself in its ability to provide excellent customer service at very competitive prices. The services provided include cleaning, carpet care, window washing, maintenance services, as well as a variety of other related services.

The company is unique in that we have an established quality control program, with a full time Quality Control Manager that reports directly to the ownership of the company. In addition, we also have an established safety program, which is taken very seriously at every level of the organization. What sets W & G Maintenance apart from the competition is that we act upon the findings in our quality control and safety audits. In addition, quality and safety are part of our company's culture and everyone from the C.E.O to the individual janitor is on the same page on these two critical areas. Continuous training is critical to the success of our company, especially considering the push towards "green" cleaning techniques, which we have embraced.

In the preparation of this proposal, we have looked closely at our project approach and feel that our proposed staffing plan provides sufficient manpower at a competitive price. We have identified a number of teams that vary in size between 2 and 4 people, including a bilingual supervisor. The teams have been assigned to specific facilities arranged by size and location. We have identified total man-hours for each facility for daily, weekly, monthly and quarterly services.

W & G Maintenance has an excellent reputation in the South and Central Florida market, where we concentrate on providing excellent service. We have excellent references and have worked for a number of our clients for many years in multiple locations.

We are very confident that St John County will be very happy with the services provided by W & G Maintenance if we were to be the contractor selected to provide janitorial services. We look forward to the opportunity to discuss our proposal in person.



**MASTER CONTINUING CONTRACT AGREEMENT**  
**Bid No: 14-30; Hard-Surface Flooring Maintenance Services**  
**MASTER CONTRACT #: 14-MCC-WGM-05052**

This Contract Agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between **St. Johns County, FL**, with principle offices located at **500 San Sebastian Way, St. Augustine, FL 32084**, hereinafter referred to as the "**COUNTY**", and **W&G Maintenance** authorized to do business in the State of Florida, hereinafter referred to as the "**CONTRACTOR**", whose address is **253 Wading Bird Cir., Palm Bay, FL 32908**, whose Phone: (321)394-5085 and Fax: (321)608-2401.

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 hard-surface flooring maintenance services in accordance with Bid # 14-30 Contract Documents which shall include the Bid Documents, Bid Forms, Addenda, Specifications, this Contract Agreement, 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 provided by the CONTRACTOR, shall be under the general direction of the Building Operations Manager, 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 performed 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 upon the approved Unit Prices 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 satisfactorily perform any portion of the required services or fails to satisfactorily deliver any of the materials described herein, the County reserves the right to refuse payment in whole or to prorate payments accordingly.
- 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 return an invoice from the CONTRACTOR, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive such verified bill/invoice.
- 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**

- A. This Contract may be terminated by the COUNTY without cause upon at least thirty (30) calendar days advance written notice to the CONTRACTOR of such termination without cause.
- B. This Contract may be terminated by the COUNTY with cause upon at least fourteen (14) calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

#### **ARTICLE 6 – NOTICE OF DEFAULT/RIGHT TO CURE**

- A. Should the CONTRACTOR fail to perform (default) under the terms of this Contract, then the COUNTY shall provide written notice to the CONTRACTOR, which such notice shall include a timeframe of no fewer than five (5) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Contract.
- B. It is expressly noted that, should the COUNTY issue more than one notice of default to the CONTRACTOR within any six (6) consecutive months during the term of this Contract, such action shall constitute cause for termination of this Contract.
- C. Consistent with other provisions in this Contract, CONTRACTOR shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the COUNTY in writing, the CONTRACTOR shall:
  - 1. Stop work on the date to the extent specified.
  - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - 3. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.
  - 4. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 7 - 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 8 - 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 9 - 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 10 - 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 11 - 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, Automobile Liability insurance as specified by Insurance Services Office, form number CA 0001 Symbol 1 (any auto), with an MCS 90 endorsement and a CA 9948 endorsement (or equivalent) attached if "pollutants" as defined in exclusion 11 of the commercial auto policy are to be transported. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, \$5,000,000 if "pollutants", as defined in CA 0001 exclusion 11, are to be transported.

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 12 - 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 13 - 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 14 - 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 15 - 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 CONSULTANT 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 16 - 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 17 - 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 18 - 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 19 - 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 20 - 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 21 - 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 22 - 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 23 - 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 24 - DURATION AND EXTENSION**

This Contract Agreement shall become effective upon the date of execution by all parties, shall be in effect for an initial

contract term of one (1) calendar year, and may be renewed for up to a maximum of three (3) one (1) year periods, upon satisfactory performance by the CONTRACTOR, mutual agreement by both parties, and the availability of funds. While this Contract Agreement may be renewed as stated in this Article, it is expressly noted that the COUNTY is under no obligation to extend this Contract Agreement. It is further expressly understood that the option of extension is exercisable only by the COUNTY, and only upon the COUNTY's determination that the CONTRACTOR satisfactorily performed the Services noted in the Contract Documents.

#### **ARTICLE 25 – 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 to 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:

W&G Maintenance  
**Attn: Wudson Felon, President**  
253 Wading Bird Circle  
Palm Bay, FL 32908

## 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 – PUBLIC RECORDS

- a. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. 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.
- b. In accordance with Florida law, to the extent that CONTRACTOR's performance under this Agreement constitutes an act on behalf of the County, CONTRACTOR shall provide access to all public records made or received by CONTRACTOR in conjunction with this Agreement. Specifically, if CONTRACTOR is expressly authorized, and acts on behalf of the County under this Agreement, CONTRACTOR shall:
  - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
  - (2) Provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
  - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
  - (4) Meet all requirements for retaining public records, and transfer at the CONTRACTOR's sole cost and expense, all public records in the possession of the CONTRACTOR upon termination of this Agreement. The CONTRACTOR shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.
- c. Failure by the CONTRACTOR to grant such public access shall be cause for unilateral termination of this Agreement by the County. The CONTRACTOR shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in the CONTRACTOR's possession and shall promptly provide the County a copy of the CONTRACTOR's response to each such request.

## ARTICLE 34 – REVIEW OF RECORDS

As a conditions of entering into the Contract, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorizes the County to examine, review, inspect, and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in the Contract. It is specifically noted that Contractor is under no duty to provide access to documentation not related to the Contract, and/or otherwise protected by County, State, or Federal law.

**ARTICLE 35 – 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 36 – 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 37 – 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); 7) Article 33 (Public Records); and 8) Article 34 (Review of 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:**

**CONTRACTOR:**

\_\_\_\_\_  
Signature County Representative

\_\_\_\_\_  
W&G Maintenance  
Full Legal Company Name

Dawn R. Cardenas  
Printed Name County Representative

\_\_\_\_\_  
Signature Contractor Representative

Purchasing Manager  
Title County Representative

\_\_\_\_\_  
Printed Name of Contractor Representative

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Title Contractor Representative

**LEGALLY SUFFICIENT:**

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Sr. Assistant County Attorney

\_\_\_\_\_  
Date of Execution

**ATTEST  
CLERK OF COURT:**

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date of Execution

**EXHIBIT "A"**

**BID NO: 14-30; Hard-Surface Flooring Maintenance Services**

**BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with the 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: 14-30; Hard-Surface Flooring Maintenance Services**  
**PRICE LIST**

The Contractor shall invoice the County, at the end of each month, for services satisfactorily performed according to the approved Unit Price List shown below. These prices shall remain firm throughout the duration of the Initial Contract Term. Award of work shall be based on the lowest unit price per item to best serve the interests of the County.

**Total Annual Price Bid: \$ 37,200.00** \_\_\_\_\_ (includes 2x/week services + 1x/year strip & re-wax)

**Price per Additional Visit: \$ 50.00** \_\_\_\_\_ (for maintenance visits in addition to 2x/week services)

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**UNIT PRICE BIDS FOR ADDITIONAL SERVICES:**

**Stripping:**                                 \$ .10 \_\_\_\_\_ / Sq Ft

**Buffing/Polishing:**                     \$ .08 \_\_\_\_\_ / Sq Ft

**Top-Scrub & Re-Wax:**                 \$ .10 \_\_\_\_\_ / Sq Ft

**Application of Wax:**                    \$ .10 \_\_\_\_\_ / Sq Ft

**EXHIBIT "B"**  
**Bid No: 14-30; Hard-Surface Flooring Maintenance Services**

**CONTRACT SCHEDULE**

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

***Initial Contract*** – Shall become effective on April 1, 2014, and shall remain in effect for a period of one (1) year, or until funds may become exhausted.

***Contract Renewal/s*** – The contract may be renewed for three (3), one (1) year terms upon satisfactory performance by the CONTRACTOR, mutual agreement by all parties, the availability of funds and the continued need of the COUNTY for services.