

**AGREEMENT FOR YARD WASTE
PROCESSING & DISPOSAL SERVICES**

PROJECT: Yard Waste Processing & Disposal Services

CONTRACTOR: St. Lucie Site Development
P.O. Box 1132
4715 South US 1
Fort Pierce, Florida 34982

UNIT PRICE CONTRACT

THIS CONTRACT, hereinafter "Contract," made and entered into the 5th day of Sept, 2014 by and between St. Lucie Site Development, 4715 South US Highway 1, Ft. Pierce, Florida 34982, hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF CONTRACT

City intends to enter into a contract with Contractor for provision of Yard Waste Processing & Disposal Services by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide Yard Waste Processing & Disposal Services in all phases of any Project pursuant to this Contract as hereinafter provided.

Section 1. Scope of Service

Contractor shall work with City staff in advising the City and the City Commission regarding Yard Waste Processing & Disposal Services. It is agreed that the detailed scope of services to be performed and schedule of fees for those services is described in **Exhibit A** (Contractor's response to RFP #2014-148 as accepted by the City) and **Exhibit B** (City's original Request For Proposals) incorporated herein. Any conflict between the terms and conditions of the documents and the terms and conditions of this Contract, shall be interpreted in favor of this Contract.

III. CONTRACT PROVISIONS

Section 1. Term of Contract

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Contractor. Term of this contract shall be for an

initial period of one (1) year with the option of two (2) additional one-year renewal periods, upon the mutual written agreement of the parties.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

City will compensate Contractor for these Yard Waste Processing & Disposal Services in accordance with Contractor's Compensation Schedule formalized in "Exhibit A" (Contractor's response to RFP #2014-148 as accepted by the City) to this Contract. Contractor's Compensation Schedule may be updated annually prior to each optional renewal period.

2.2 Invoices

Contractor shall submit monthly invoices to the City no later than the last day of the month for work accomplished under this Contract. Each invoice shall be detailed and include, but not be limited to, hours worked by each person assigned to the Project, date worked and all ancillary expenses incurred and by whom.

2.3 Payment

Payment for services rendered is due within thirty days of receipt and approval of invoice by City. Payment is delinquent 30 days following receipt and approval of invoice by City.

Section 3. Project Manager

The Project Manager for the City is the Assistant Public Works Director. A designee has been appointed for this project.

The City's designated Project Manager is:
Greg Schommer, Team Leader II
407 Martin Luther King Jr. Blvd
Stuart, Florida 34994

The Project Manager for the Contractor is:
Charles A. Perry III
P.O. Box 1132
4715 South US Highway I
Fort Pierce, Florida 34954

Section 4. Contractor Responsibility

4.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Contract shall be interpreted to establish any relationship other than that of an

independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

4.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Contract Work and shall bear all losses resulting to him, or it, on account of the amount or character of the Work, or because of the nature of the ground in or on which the work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Contract price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever.

4.3 Contractor's Records

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

Maintenance and Public Access to Records: In compliance with F.S. 119.0701 (2013) the Contractor shall:

(a) Keep and maintain public records that would ordinarily and necessarily be required by the City of Stuart in order to perform the services provided by the Contractor. This includes, without limitation, any and all financial, accounting, operational, time or service records or reports kept, generated or issued as a normal part of the services provided.

(b) Provide the public with access to these public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

(c) Ensure that public records that are considered exempt or confidential by law, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(e) All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(f) If the Contractor does not comply with a public records request, the City shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.

Section 5. **Inspection**

The project will be inspected by the Project Manager for the City and will be rejected if it is not in conformity with the Contract provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in writing that the work shall be ready for final inspection on a definite date, at least three (3) calendar days thereafter, which shall be stated in such notice.

Section 6. **Termination**

6.1 Termination for Convenience

Either party, upon a seven (7) day written notice to the other party, may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

6.2 Termination for Cause

The performance of the Contract may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the Contractor is adjudged bankrupt, or if the Contractor should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the contractor seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

Section 7. **Insurance**

7.1 Requirements

Before performing any contract work, the Contractor shall procure and maintain, during the life of the contract, unless otherwise specified, insurance in the amounts described in the contract documents listed in Attachment A of the Request for Proposal and included in "Exhibit C" of this Contract. No changes are to be made to these specifications without prior written specific approval by the City.

7.2 Deductibles

The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.

7.3 Insurance Cancellation

The Contractor shall furnish to the City Certificates of Insurance allowing the same notification to City for any change, cancellation, or non-renewal as given to Contractor. If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the City fifteen (15) days prior to the renewal date.

7.4 Status of Claim.

The Contractor shall be responsible for keeping the City currently advised as to the status of any claims made for damages against the Contractor resulting from services performed under this Contract. The Contractor shall send notice of claims related to work under this Contract to the City. Copies of the notices shall be sent by fax, hand delivery or regular mail to:

City Manager, City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994
FAX: (772) 288-5316

Section 8. Persons Bound by Contract

8.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

8.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Nothing contained herein shall be construed to prevent Contractor from employing such independent Contractors, associates and subcontractors as Contractor may deem appropriate to assist in the performance of the services hereunder.

8.3 Other Entity Use

The successful proposer may be requested to convey its bid prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.

8.4 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the City.

Section 9. Indemnification of City

The Contractor covenants and agrees at all times to save, hold, and keep harmless the City, its officials, employees, agents, and volunteers and indemnify the City, its officials, employees, agents, and volunteers against any and all claims, demands, penalties, judgments, court costs, attorney's fees, and liability of every kind and nature whatsoever arising out of or in any way connected or arising out of the performance of this Contract to the extent of the insurance requirements set forth herein. The Contractor hereby acknowledges that the payments made under this Contract include specific consideration for the indemnification provided herein. Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under Chapter 768.20 Florida Statutes as amended.

Contractor shall obtain, maintain and pay for insurance coverage to insure the provisions of this paragraph.

Section 10. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 11. General Conditions

11.1 Venue in Martin County

Jurisdiction a venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

11.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

11.3 Attorney's Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the CITY in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

11.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a

mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

11.5 Contractual Authority

By signing this Contract the CONTRACTOR swears or affirms, under penalty of perjury, that this is a valid act of the CONTRACTOR, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

11.6 Miscellaneous

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or the entirety of this Contract, it shall not constitute a waiver of the same.

Section 12. Exhibits

The following Exhibits are attached to and made a part of this Contract:

"Exhibit A" - "Proposal as Submitted by Contractor and Accepted by City"

"Exhibit B" - "Original Request for Proposal as Issued by City, including all Addenda"

"Exhibit C" - "Insurance and Indemnification"

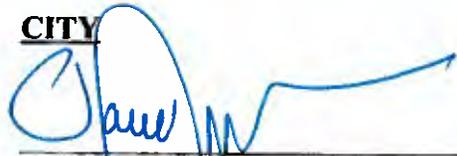
SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, the CITY and the Contractor have made and executed this Contract the day and year first above written.

ATTEST:



Cheryl White
City Clerk

CITY


Paul J. Nicoletti
City Manager

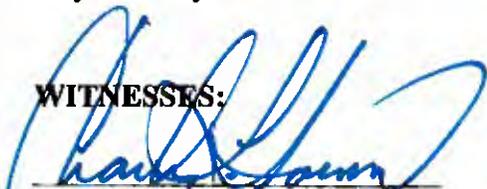
APPROVED AS TO FORM AND CORRECTNESS:



Michael Mortell
City Attorney



WITNESSES:



(Signature)

(Signature)

CONTRACTOR



(Signature)



Charles A. Perry
(Printed Name & Title)

EXHIBIT A

**“ORIGINAL PROPOSAL AND AMENDMENT TO ORIGINAL PROPOSAL DATED 8/7/14 AS
SUBMITTED BY CONTRACTOR AND ACCEPTED BY THE CITY OF STUART”**

Iverson, Terry

From: Schommer, Greg
Sent: Tuesday, August 12, 2014 8:44 AM
To: Iverson, Terry
Cc: Peters, David
Subject: FW: RFP2014-148 Yard Waste Disposal Service

Categories: Red Category

Terry,

I have reviewed the amended price change for RFP 2014-148 Yard Waste Disposal Service sent to you by St. Lucie Site Development.

With this price change, I would like to recommend that we enter into a contract agreement with St. Lucie Site Development.

Funds for this service have been budgeted out of 1730 Yard Trash Collection, Account 534, in the amount of \$60,000.00

Thanks,
Greg Schommer
City of Stuart Sanitation

From: slsdevinc@aol.com [<mailto:slsdevinc@aol.com>]
Sent: Thursday, August 07, 2014 2:42 PM
To: Iverson, Terry
Cc: Peters, David; Schommer, Greg
Subject: RFP2014-148 Yard Waste Disposal Service

Mr. Iverson,

With regards to RFP2014-148 Yard Waste Disposal Service bid.

Due to the change in the size of the material from 3/4 minus to a 1 cut process the price shall be amended as follows:

\$9.50 per yard. \$19.50 per ton.

Please contact me at the office number below should you have any questions or need additional information.

Thank You,

Charles A. Perry III (Hoss)

St. Lucie Site Development, Inc.

Phone: 772-465-3232

Fax: 772-466-6248

Email: slsdevinc@aol.com

Cc: David Peters
Cc: Greg Schommer

St. Lucie Site Development, Inc.
P.O. Box 1132
Fort Pierce, Florida 34954
Phone: 772-465-3232
Fax: 772-466-6248

Stuart City Hall
Purchasing Division
121 SW Flagler Avenue
Stuart, Florida 34994
RFP #2014-148
"Yard Waste Processing and Disposal Services"

To Whom It May Concern:

I Charles A. Perry III the President of St. Lucie Site Development, Inc. hereby certify that I have a clear understanding of the scope of work outlined in the bid RFP #2014-148. I will provide the services at outline in the bid package in a professional and timely manner according to the scope within the City's budget.

I certify the contents of the bid package and agree to be bound to the terms if awarded the bid.



Charles A. Perry III
President
St. Lucie Site Development, Inc.

1. Qualifications Data:

St. Lucie Site Development, Inc has the qualifications to complete the Scope of Work as outlined in RFP #2014-148. We have provided services to the City of Fort Pierce, Waste Management, and Hollywood, Florida during natural disasters. Charles A. Perry III the President of St. Lucie Site Development, Inc. was the operational Vice President of Treasure Coast Land Clearing, Inc. from 1995 to 2009 before forming St. Lucie Site development, Inc. in 2010. He has performed several projects with the City and County and is aware of the experience and skills necessary to complete the projects and adhere to budget guidelines.

2. Operational Plan:

Charles A. Perry III is the operations president, Gary Rein is the company's job foreman, and Charles Perry is the company's operator. Charles A. Perry III will be the City's direct contact and will initiate all service orders and over see all costs associated with the projects to ensure that they stay within the guidelines of the City.

3. Past Performance:

- a. Client: Waste Management 2010. Grinding services provided at landfill site. Estimated value \$300,000.00
- b. Client: Clinton Barker Site Dev. 2014 Acura Ft. Pierce. Grinding and hauling services. Estimated value \$50,000.00
- c. Client: Tommy Hawkins 2013 Paving 66th St. Project. Clearing and grinding services. Estimated value \$66,000.00

4. See Attached "Exhibit C"

5. See Attached: Insurance certification

See Attached: Non-Conflict

ATTACHMENT C

PRICE PROPOSAL FORM

PROCESS AND DISPOSE OF CLEAN WOOD AND YARD WASTE MATERIALS

1. Process and dispose of yard waste materials as measured and verified by the City of Stuart prior to the commencement of material shipment. Material shall be measured by using the cubic yardage of the loader bucket used to load the truck.

Per cubic yard price \$ 15.48

Per ton price \$ 56.88

2. The City of Stuart estimates 40,000 yards of vegetative wood waste material annually. These yardages are estimates only and will not be guaranteed.

All prices will remain firm for a period of sixty (60) days from the date of proposal opening.

St. Lucie Site Development, Inc.
P.O. Box 1132
Fort Pierce, Florida 34954
Phone: 772-465-3232
Fax: 772-466-6248

Stuart City Hall
Purchasing Division
121 SW Flagler Avenue
Stuart, Florida 34994
RFP #2014-148
"Yard Waste Processing and Disposal Services"

To Whom It May Concern:

St. Lucie Site Development, Inc.

Hereby agrees to obtain and provide the appropriate insurance certificates as outlined in the bid form upon award of the bid and name The City of Stuart as additional insured.



Charles A. Perry III
President
St. Lucie Site Development, Inc.

St. Lucie Site Development, Inc.
P.O. Box 1132
Fort Pierce, Florida 34954
Phone: 772-465-3232
Fax: 772-466-6248

Stuart City Hall
Purchasing Division
121 SW Flagler Avenue
Stuart, Florida 34994
RFP #2014-148
"Yard Waste Processing and Disposal Services"

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

The respondent certifies, and in the case of joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any other competitor for the purpose of restricting completion, or in any other way influencing the competitive arena.



Charles A. Perry III
President
St. Lucie Site Development, Inc.

EXHIBIT B

“ORIGINAL REQUEST FOR PROPOSAL AS ISSUED BY CITY”



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Purchasing Division

LEGAL NOTICE FOR RFP #2014-148

YARD WASTE PROCESSING & DISPOSAL SERVICES

The Stuart City Commission, Stuart, Florida invites proposals from qualified individuals and firms to provide Yard Waste Processing and Disposal Services to the City of Stuart.

A complete RFP package, which contains submittal information and response format, can be requested from Onvia DemandStar at <http://www.demandstar.com>, or by calling (800) 711-1712. A complete RFP package may also be obtained by contacting the City's Purchasing Office at 121 SW Flagler Avenue, Stuart, Florida, by calling (772) 288-5308 or 772-288-5320.

Firms desiring to provide the services described above shall submit one (1) original and four (4) copies of their proposals, containing all of the required information by **2:30 pm, Wednesday, JULY 16, 2014.** Submittals will be accepted by hand delivery in the Purchasing Division Office, City Hall, 121 SW Flagler Avenue, Stuart, Florida. Submittals sent by overnight delivery or by U.S. Mail must be sent to Purchasing Division, 121 SW Flagler Avenue, Stuart, Florida 34994. Submittals received after that date and time will not be accepted or considered and will be returned to the firm unopened. Submittals will be opened as soon as practicable thereafter in the City Hall Annex, 121 SW Flagler Avenue, Stuart, Florida

There will be a **non-mandatory pre-proposal conference** held in the Public Works Conference Room, 300 SW St. Lucie Avenue, Stuart, Florida at **2:00 PM on Tuesday, July 2, 2014.** All prospective proposers are encouraged to attend.

In compliance with the Americans with Disabilities Act (ADA), anyone desiring to attend this proposal opening who needs a special accommodation should contact the City's ADA coordinator at 772-288-5306 or TDD at 772-288-5302 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

Mail/Overnight or Hand Deliver Bids to:

**Stuart City Hall
Purchasing Division
121 SW Flagler Avenue
Stuart, Florida 34994**

Mark outside of envelope: RFP #2014-148 "Yard Waste Processing & Disposal Services"

Publish Date: June 24, 2014

Stuart City Commission
City of Stuart, Florida
Terry Iverson
Procurement & Contracting Services Manager

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PART I GENERAL INFORMATION

1.1 Definitions

For the purposes of this Request for Proposal, the respondent shall mean contractors, consultants, proposers, organizations, firms, or other persons submitting a response to this Request for Proposal.

1.2 Purpose

This Request for Proposal (RFP) provides guidelines for the submission of proposals in response to the City of Stuart's solicitation for firms and individuals to provide all labor, equipment, and materials necessary to process and dispose of vegetative yard waste material at the City's Old City Landfill site, as described herein.

1.3 Issuing Office and Location of Proposal Opening:

Stuart Office of Purchasing, City Hall
121 SW Flagler Avenue
Stuart, Florida 34994

1.4 Request to Propose

The intent of this solicitation is to select the most highly qualified individual or firm to provide Yard Waste Processing and Disposal Services to the City of Stuart.

1.5 Contract Award

The City of Stuart anticipates entering into a contract for this specific project with the respondent who submits a proposal judged by the City to be most advantageous to the City. The City anticipates awarding a single contract to the respondent most responsible and responsive to the solicitation, but reserves the right to award in any fashion it, in its sole determination, concludes is in the City's best interest

The respondent understands that this RFP does not constitute an agreement or a contract with the City. An official contract or agreement is not binding until the submission is reviewed and accepted by the City Commission and executed by all parties.

The City reserves the right to reject any or all proposals without recourse, to waive technicalities and informalities or minor irregularities or to accept the proposal which in its sole judgment best serves the interest of the City.

A standard City of Stuart contract form (Attachment B) will form the basis of the contract between the successful respondent(s) and the City. Additional terms and conditions may be added to or deleted from the contract through negotiations with the successful proposer.

1.6 Development Costs

Neither the City nor their representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the RFP.

1.7 Inquiries

The City will not respond to oral inquiries. Respondents may submit written inquiries for interpretations of this RFP to:

PURCHASING OFFICE
City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994
Fax (772) 288-5320
e-mail: tiverson@ci.stuart.fl.us

The City will respond to written inquiries received no later than **4:00 PM on July 8, 2014**. The City will record the questions asked and the answers given as well as any supplemental instructions in the form of written addenda. Receipt of all addenda issued by the City of Stuart pursuant to this RFP must be acknowledged by proposers. Failure to acknowledge all addenda may result in disqualification.

Respondents may not contact any member of the selection committee, City employee or City elected official during this solicitation process. All questions or requests for clarification must be routed through the City of Stuart Purchasing Office.

1.8 Timetables

The City and respondents shall adhere to the following schedule in all actions concerning this RFP:

- A. On June 21, 2014 the City issues the RFP.
- B. From June 21, 2014 to July 11, 2014, the City will receive and answer written inquiries received by fax, mail or email.
- C. There will be a **non-mandatory** pre-proposal conference on Tuesday July 8, 2014 at 2:30 PM in the Public Works Conference Room, located at 300 St. Lucie Avenue, Stuart, Florida 34994.
- D. The City must receive the proposals by 2:30 PM on July 16, 2014 at which time the proposals will be opened.
- E. From proposal opening time the City will review and evaluate the proposals in a timely manner.
- F. The City may enter into a contract after conducting negotiations and obtaining appropriate approvals. The City expects to award the contract in August, 2014. The City will notify the unsuccessful respondents when the City Selection Committee has made its written recommendation.

1.9 Delays

The City may delay scheduled due dates if it is to the advantage of the City to do so. The City will notify respondents of all changes in the scheduled due dates by written addenda.

1.10 Qualification Submission and Withdrawal

The City will receive all proposals at the following address:

By Mail, Express or Hand Delivery to:
City of Stuart
Procurement & Contracting Services Office

121 SW Flagler Avenue
Stuart, Florida 34994

To facilitate processing, please mark the outside of the envelope as follows: **RFP #2014-148 “Yard Waste Processing & Disposal Services”**. The envelope shall also include the Respondent’s return address.

Respondents shall submit one original and four (4) copies of the proposal in a sealed, opaque envelope marked as noted above. The respondent may submit the proposal by mail or in person.

THE CITY MUST RECEIVE ALL PROPOSALS BY 2:30 P.M. ON WEDNESDAY, JULY 16, 2014.

Due to the irregularity of mail service, the City cautions respondents to assure actual delivery of proposals to the Procurement Office to the deadline set for receiving submissions. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 288-5320 prior to opening time for proposals. Proposals received after the established deadline will not be opened and will be retained by the Stuart Procurement Office.

Respondents may withdraw their submissions by notifying the City in writing at any time prior to the opening. Respondents may withdraw their submissions in person or by an authorized representative. Respondents and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives), and provide the City with a signed receipt for the withdrawn proposal. Proposals, once opened become the property of the City and will not be returned to the respondent. Proposals, once opened, become “public records” and are subject to the provisions of the Florida Public Records Law. As such they are subject to public disclosure in accordance with Chapter 119, Florida Statutes.

1.11 Addenda

If revisions become necessary, the City will provide written addenda to all respondents who received the Request for Proposals. All addenda issued by the City of Stuart in regard to this RFP must be acknowledged. Failure to acknowledge all addenda may result in disqualification.

1.12 Equal Opportunity

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

1.13 Insurance

The respondent, if awarded a contract, shall maintain insurance coverage (Attachment A) reflecting the minimum amounts and conditions as required by the City.

1.14 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, 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 for in FS 287 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list.

1.15 Suspended Vendor: An entity or affiliate who has been placed on the State of Florida Suspended Vendor List will not be considered for award. The Suspended Vendor List is available on the State's website at:
http://dms.myflorida.com/business_operations/state_purchasing/vendor_information

PART II STATEMENT OF WORK

2.1 Introduction

With this Request for Proposals the City of Stuart is soliciting proposals from qualified contractors to provide all labor, equipment and materials necessary to process and recycle, for offsite beneficial reuse, of vegetative wood waste. Vegetative wood waste includes material from commercial and residential lawn maintenance activities. Processing contractor shall be responsible for providing offsite beneficial reuse.

Processing shall be defined as any method in which vegetative wood wastes are reduced in volume. The City will consider various processing methods. The contractor's processing technology shall neither prevent not limit the City in selecting, or modifying materials for disposal.

2.2 Scope of Services

The City of Stuart, Florida is seeking a qualified, experienced contractor to provide processing of vegetative wood waste. Processing of vegetative wood waste shall include the reduction, hauling and disposal of this material. Vegetative wood waste includes tree trimming/cutting and lawn maintenance materials from commercial and residential customers. The City emphasizes the importance of dust control during grinding operations. The City anticipates that the awarded proposer will conduct operations for approximately one (1) week every two (2) months.

The City plans to install an on-site portable truck scale and begin accepting commercial vegetative wood waste in the last quarter of 2014.

The City encourages that proposers utilize their expertise and experience to propose alternative methods and approaches that would best serve the interests of the City and our citizens.

Location: The City of Stuart Yard Waste Processing Facility is located at 950 SE Monterey Road Stuart, Florida 34994. The facility has a 3.5 acre site dedicated to vegetative wood waste processing. Please refer to Exhibit "A". The City will accept off-site processing, if proposed.

Hauling: City of Stuart Sanitation estimates 40,000 cubic yards of vegetative wood waste material annually. This is an estimate only and will not be guaranteed.

A. Reduction of Vegetative Material

- 1) Reduction shall be defined as a method in which vegetative wood waste is reduced in volume. (Example, grinder, chipper or shredder).
- 2) The proposer must provide the manufacturer's literature with equipment specifications in the submittal.
- 3) The contractor shall provide all labor, equipment and material necessary for the reduction, hauling, and disposal of all incoming vegetative wood waste.
- 4) The contractor shall be responsible for the separation of potential damaging materials, such as rock, metal, plastic, or other items that may be damaging or harmful to the reduction equipment. This includes material that has been contaminated.

- 5) The contractor shall be responsible for all efforts needed to process, separate, and remove contaminants from material before processing any material for offsite beneficial use.
- 6) The contractor shall make available, processed material, for the sole use of City of Stuart residents at the direction of the City's Public Works Director or designee.
- 7) The contractor shall reduce all vegetative wood waste every two months and remove processed material within 10 business days of reduction completion.
- 8) The contractor shall be ready to accept and start the reduction process of vegetative wood waste material within 15 calendar days, of receipt of notice to proceed.
- 9) All activities by the contractor shall be conducted in compliance with applicable federal, state, and local laws, rules, regulations and guidelines.
- 10) The contractor shall be responsible for dust control of processed and reduction processing of vegetative wood waste material on site.
- 11) The contractor shall reduce particle size of vegetative wood waste material, so that the finished processed material is capable of passing through a 3/4" screen. The City of Stuart reserves the right to halt grinding operations, if the processed material does not meet the specifications.
- 12) The contractor is required to keep equipment and supplies (including fuels, oils, and other liquids) from causing contamination to nearby storm water systems, by following best management practices for storage, maintenance, and disposal of such products. The contractor shall be solely responsible for remediation cost of any regulatory prohibited impacts to the storm water, or water sources, by any contamination, resulting from the contractors operation.
- 13) The contractor must have successfully operated a grinding or processing operation for at least 2 consecutive years.
- 14) The contractor shall abide by all OSHA standards for workplace safety.
- 15) The contractor must submit a minimum of three (3) references, for grinding, or processing, that are similar to the specifications of this bid. Reference must include the business name, contact name, address, telephone number, of the company for whom this service was provided.
- 16) The City's yard trash processing facility hours of operation are as follows: Monday thru Friday 8:00 a.m. to 5:00 p.m. and Saturday from 8:00 a.m. to 12:00 noon. The facility will be closed on Sunday's and the following legal holidays: Memorial Day, Labor Day, Fourth of July, Thanksgiving Day, Christmas Day, and New Years Day. The contractor shall operate on the same schedule as the yard trash facility, unless otherwise approved by the City's Public Works Director or designee.
- 17) The contractor shall be responsible for taking reasonable precautions during the reduction process to control fugitive emissions such as visible (dust or particles) and odor emissions that may be harmful or injurious to human health, or welfare, which interferes with the comfortable use of life or property, or which creates a nuisance.
- 18) The contractor shall only operate during periods when prevailing winds will not impact the surrounding area. The contractor will monitor wind speeds, ceasing activities until conditions improve.
- 19) The contractor shall use a loader rake when moving or pushing vegetative wood waste on site with a front end loader.
- 20) The contractor shall reduce all vegetative wood waste on site and notify the City of completion before removing equipment.

B. Equipment

- 1) The contractor shall be responsible for any and all damages resulting from the introduction of any materials into the contractor's equipment.
- 2) The contractor shall provide equipment sufficient to process, sort, move, stockpile, load, and haul vegetative wood waste material.
- 3) The contractor shall keep its equipment in proper repair, in order to maintain contract specifications.
- 4) The contractor shall provide all support equipment including spare parts, tools, chainsaws, etc., to ensure all material is processed to contract specifications.

C. Removal of Processed Vegetation Waste

- 1) The contractor shall remove all processed material, not used by City of Stuart residents, for offsite beneficial reuse.
- 2) The contractor shall identify all offsite locations where material will be delivered for recycling. The City of Stuart reserves the right to approve offsite locations, prior to the commencement of material shipment. Contractor must furnish the City of Stuart copies of permits, before start up of operations.
- 3) The contractor shall be responsible for submitting to City of Stuart, copies of applicable permits for offsite facilities utilized for the disposal or recycling of material.
- 4) The contractor is required to keep their equipment and supplies (including fuels, oils, and other liquids) from causing contamination to nearby storm water systems, by following best management practices for storage, maintenance, and disposal of such products. The contractor shall be solely responsible for remediation cost of any regulatory prohibited impacts to the storm water, or water sources, by any contamination, resulting from the contractors operation.
- 5) The contractor shall abide by all OSHA standards for workplace safety.
- 6) All activities by the contractor shall be conducted in compliance with applicable federal, state, and local laws, rules, regulations and guidelines.
- 7) Failure to utilize offsite locations that are permitted and operated in compliance, with federal, state, or local laws, regulations and ordinances is grounds for immediate termination of this agreement.
- 8) The contractor shall provide all labor, equipment, material and supervision necessary to dispose of all vegetative wood material, for beneficial off-site reuse.
- 9) The contractor must submit an operating plan which shall include the resumes of key staff, including the project manager. The plan must include permits for sites where beneficial reuse will take place, agreements between contractor, and landowners, terms, conditions and duration of agreement must be stated.
- 10) The contractor must be ready to accept and start processing vegetative wood waste material within thirty days (30) of receipt of notice to proceed.
- 11) Processing and removal of vegetative wood waste material shall occur at a minimum of six (6) times a year as directed by the City's Public Works Director or designee.
- 12) The contractor is entitled to sixty percent (60%) of end products or processed material from the yard trash facility, for sale, reuse, or disposal each month, unless additional amounts are approved by the City's Public Works Director or designee.
- 13) The contractor shall start the removal of vegetative wood waste material with five (5) business days, of completion of material being processed. In accordance with the existing permit, issued by the Florida Department of Environmental Protection, no more than Yard Trash size will be reduced or removed within 6 months or time needed to receive 3,000 tons or 12,000 cubic yards, whichever is greater.

- 14) The contractor who cannot meet start up requirements will be considered non-responsive.

D. Responsibility of City of Stuart

- 1) The City will make all efforts to ensure, that all incoming loads of vegetation wood waste material is free of contamination. The City's inspection in no way, limits the contractor's responsibility to separate or remove contaminants, before processing any of the vegetative wood waste material for offsite beneficial reuse.
- 2) The City shall be responsible for removal of all contaminants generated from the material being processed.
- 3) The City shall make available to the contractor, accurate documentation of all vegetative wood waste yardage delivered to the facility.
- 4) The City shall verify all cubic yardage and/or tonnage loaded into trucks prior to hauling the material off-site. Cubic yardage of loader bucket and/or tonnage via an on-site truck scale will be used for measurement.
- 5) The City will be able to provide a non-potable water source at the storage area.
- 6) The City will pay the contractor by the cubic yard and/or from scale tickets via the on-site truck scale for all vegetative wood waste hauled from the site.
- 7) The City will be responsible for the maintenance of the access road into the storage area at the landfill.

PART III INSTRUCTIONS FOR PREPARING SUBMISSIONS

3.1 Rules for Submissions

Individuals or firms interested in providing the required services shall submit one (1) original, marked "ORIGINAL", four (4) copies, each marked "COPY", and **one (1) electronic copy (PDF format preferred) on a CD** of the requested qualification data for evaluation. Submittals shall be clear, concise, indexed by subject, typed on letter size paper, and individually bound. Submittals shall be mailed or delivered in a sealed package clearly marked on the outside with the project name, invitation number, and due date. Packages must be received in the City of Stuart Purchasing Office by the advertised deadline.

Each respondent should ensure that they have received any/all addenda and amendments to this RFP **before** submitting their proposal. Respondents may check for any addenda by calling (772) 288-5320, via the City's website: www.cityofstuart.com, or by accessing DemandStar by Onvia at <http://www.demandstar.com>. All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package. Failure to acknowledge addenda may result in the proposal being determined to be non-responsive.

Delivery of a package to any City location other than the Purchasing Office does not constitute official receipt by the City. Any package delivered after the advertised deadline will not be considered.

3.2 Submission Format

Proposals shall include the following information:

A Transmittal Letter will summarize in a brief and concise manner the professional's understanding of the scope of work and make a positive commitment to timely perform the work and all services within budgetary requirements. Only an agent authorized to contractually bind the firm may sign the Letter of Transmittal indicating the agent's title or authority. This signature shall

certify the veracity of the contents of the submittal and bind the firm to the firm's offer to provide services addressed in the response to the City of Stuart's Request for Proposals. The transmittal letter shall not exceed two pages in length.

Tab 1: Qualification Data

Provide a statement indicating the respondent's interest in, knowledge of, and resources necessary to provide the services described in this RFP. Detail practical experience, including relevant dates. Firms shall provide a brief profile of their company, which should include their history, locations of their corporate and satellite offices, location of their project team, corporate structure, ownership interest, and the length of company's existence. The firms shall also submit an organizational chart, staff qualifications, and experience of the firm. Resumes of proposed key personnel (name, company address, phone number, e-mail address) that will be assigned to this project shall include job skills, education, training, experience and professional affiliations/membership. All proposed sub-consultants shall be identified, and the working relationship between the respondent and the sub-consultant shall be explained. Sub-consultants shall also provide key personnel resumes.

The firm shall provide sufficient competent and qualified personnel to effectively carry out its responsibilities under the Basic Contract. The firm shall utilize only competent personnel who are qualified by experience and education. The firm may not make changes in the personnel working on activities pursuant to the Basic Contract without written concurrence of the City.

Tab 2: Task Approach/Operational Plan

Describe, in detail, the proposed plan for providing the services identified in this RFP, highlighting proven strategies and expertise. The plan should include expected obligations and duties of the City upon which the proposed plan is contingent. Include an organizational chart outlining operational structure, including personnel to be assigned to the City. Describe all quality control implementation procedures sub-consultant supervision, contract compliance and enforcement of industry standards. Comment on firm's project schedules, budgets and adherence to those items. Discuss ways to maintain schedules. Discuss cost control. Describe any project management systems used to track and control project issues. Describe the communication procedures to be employed throughout the contract term and the plan to establish and maintain clear lines of communication with the City Project Manager and City staff.

Tab 3: Past Performance in similar activities in Florida

Provide a list of successful projects of a similar nature within the past three (3) years. The title and a brief description of each project shall include:

- Client (contact person, address, telephone number)
- Year completed
- Nature of work involved in each project
- Total Value of the Project

Tab 4: Compensation Schedule

Insert all requested pricing in the attached Price Proposal Form, Attachment C. The proposed fees shall include all overhead and expenses.

Tab 5: Insurance

Provide a statement agreeing to obtain (prior to award) Insurance with coverages as detailed in Attachment A. A certificate of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the City along with their qualification data. A properly completed Accord Form is preferable. The City of Stuart must be named as an additional insured for all General Liability prior to entering into a contract.

The Firm shall either cover any sub-consultants on its policy or require the sub-consultants to conform to all requirements for insurance contained herein.

Tab 6: Prohibition Against Contingent Fees/Non-Collusion/Conflict of Interest Disclosure Statements

In accordance with Florida Statute 287.055(6) (a), the following statement must be included in each submittal:

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

Include the following Statement of Non-Collusion:

“The respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.”

Include a disclosure statement advising the City of any potential conflict of interest, real or apparent, that the Respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project.

Signature on the transmittal letter shall certify the veracity of these statements.

Tab 7: Other Information

Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two pages).

Tab 8: Addenda (if applicable)

All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

PART IV EVALUATION OF SUBMISSIONS

4.1 Evaluation Method and Criteria

A. General

The City will select the firm or firms which it feels are in the best interests of the City. The City shall be the sole judge and final arbiter of its own best interests; the evaluation of submissions, and the resulting negotiated Contract. In all instances the City's decisions will be final.

The City's Weighted Selection Criteria will include the following:

- 1) **25 Points** - Professional Qualifications: Firm's and specific individuals' relevant experience and expertise of at least three (3) years with other Florida municipalities and public entities.
- 2) **20 Points** - Task Approach/Operational Plan: Outline of proposed manner in which scope of work will be addressed.
- 3) **35 Points** - Past Performance: Successful similar projects and working relationships with the City of Stuart and other Florida municipalities and public entities within Florida.
- 4) **20 Points** - Compensation Schedule: Proposals must include a schedule of proposed fees for the services described.

B. Confidential Materials

The City of Stuart, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the City for road or public works projects as defined in 119.07(6)(t), F.S. (hereinafter "Confidential Materials"), may be exempt from disclosure. If a respondent submits Confidential Materials, the information **must be segregated** and each pertinent page must be clearly labeled "confidential" or "trade secret."

The City of Stuart gives no assurance as to the confidentiality of any portion of the response or other documents or exhibits provided once submitted. It is the responsibility of the respondent to seek counsel and determine applicability of the statute to their particular circumstances prior to submittal of their package.

C. Evaluation of Proposals

Proposals will be reviewed and evaluated as to the qualification to perform the services required by a Selection Committee, which shall consist of City staff. Proposals shall follow the criteria and informational format outlined above. Proposals will be evaluated using the above criteria. Although cost is an evaluative criterion, it is not necessarily the determining factor in an award of this proposal. The Selection Committee will make a recommendation for award to the City Commission. The City of Stuart reserves the sole and absolute right to select the most qualified individuals/firms solely from review of the packages submitted and request authorization to negotiate an contract with the highest ranked individual/firm; or to interview the most qualified

proposers prior to requesting authorization to negotiate an contract with the highest ranked respondent(s). Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews. By submitting a proposal, the respondent agrees to this selection and evaluation procedure.

The City of Stuart reserves the right to request clarification on information submitted and to request additional information from one or more firms.

D. Selection

Proposals will be evaluated using the above criteria. The City will assign this task to a Selection Committee. The City of Stuart reserves the right to select the most qualified individuals/firms from review of the packages submitted and request authorization to negotiate a Contract with the highest ranked individual/firm; or to interview the most qualified proposers prior to requesting authorization to negotiate a Contract with the highest ranked respondent. Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.

E. Presentations

The City may require oral and visual presentations from those firms that are ranked or short-listed. This shall be done at the City's sole discretion when it feels presentations are essential as part of the evaluation process and are in the best interests of the City. The City shall be the sole judge and final arbiter of its own best interests in this matter.

F. Negotiations

After the City ranks the respondents, City staff will take the proposed ranking to the City Commission for approval and authorization to start negotiations with the top ranked firm. After staff concludes negotiations with the respondent(s) selected by the City Commission, staff will present the results of the negotiations to the City Commission with its recommendation for award and authorization to execute a contract.

If the City Commission determines that staff is unable to negotiate a satisfactory contract with the respondent(s) considered to be the most qualified at a price the City determines to be fair, competitive, and reasonable, negotiations with the respondent(s) shall be formally terminated. Should the City be unable to negotiate a satisfactory contract with the selected respondent(s), the City may select additional respondent(s) in order of their original ranking, competence and qualification; and will continue negotiations until an agreement is reached. However, as stated in Paragraph 1.5 above, the City of Stuart reserves the right to award this contract to multiple vendors, to reject all proposals, to waive any irregularities or technicalities, and to re-advertise and solicit for other proposals if it is deemed to be in the best interest of the City.

G. Terms and Conditions

All prospective contractors are hereby cautioned not to contact any member of the Stuart City Commission, the City Manager, the City Attorney (except to discuss grievance matters) or any member of the selection committee. All questions and contacts must be made through the Purchasing Office. Attempts to lobby or persuade through other channels will result in disqualification.

Any actual or prospective professional who disputes the reasonableness, necessity or competitiveness of the terms and conditions of this request for proposals, selection or award

recommendation shall file such dispute in writing with the City Manager, not later than the proposal opening date and time, as to the terms and conditions, and within ten (10) days of Commission action as to the selection or award recommendation.

The City reserves the right to reject any or all proposals without recourse, to waive technicalities and informalities or minor irregularities or to accept the proposal which in its sole judgment best serves the interest of the City.

As required by FS Section 287.133; "A person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid 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, subcontractor, or a Professional under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount as stated in FS Section 287.017, for Category Two, for a period of thirty six months from the date of being placed on the convicted vendor list." Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (904) 488-8131.

This invitation does not commit the City to award a contract. Nor shall the City be responsible for any cost or expense incurred by any respondent in preparing and submitting a reply, nor for any cost or expense incurred by any respondent prior to the execution of a contract agreement. The City reserves the right to require any or all respondents to appear for interviews and/or oral presentations at no cost to the City.

H. Proposed Contract

The successful proposer shall serve at the pleasure of the City Commission. Please review the attached contract, Attachment B, and note any objections, or revisions that would be required by the proposer within the submittal. Should no revisions be noted, the City will assume and the proposer agrees that the terms and conditions of contract are acceptable. This proposal document, any addenda issued during the solicitation process and the successful bidder's proposal as accepted by the City will become part of the contract by reference and attached thereto. The City makes no covenant or promise as to the number of available projects or that the firm shall perform any project for the City during the life of the Master Contract.

I. Contact Person

Questions or requests for additional information shall be directed to Terry Iverson, Procurement & Contracting Services Manager, at 772-288-5320, fax 772-600-1202, email: tiverson@ci.stuart.fl.us

PART V ATTACHMENTS

Exhibit "A": Aerial Photo of Debris Reduction Area

Attachment A: Insurance Requirements

Attachment B: Proposed Standard Contract

Attachment C: Price Proposal Form

EXHIBIT "A"

Aerial Photo of Debris Reduction Parcel



ATTACHMENT A

INSURANCE REQUIREMENTS

The following insurance provisions are hereby established for professionals who will provide services to the City.

1. The successful proposer shall not commence any work in connection with the contract for services until the Proposer has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful proposer allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida. All carriers shall carry an AM Best Rating of at least A:VII. A Waiver of Subrogation is required under each of the required insurance policies. All policies should respond as primary. Each policy shall include Contractual Liability.
2. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Proposer and/or subcontractor providing such insurance.
3. Worker's Compensation Insurance: The Proposer shall take out and maintain during the life of this Contract, Worker's Compensation Insurance for all of its employees furnished to the City pursuant to this contract. In case any work is sublet, the Proposer shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Proposer. Such insurance shall comply fully with the Florida Worker's Compensation Law. This coverage shall include Employer's Liability for limits of not less than \$100,000 Each Accident, \$100,000 Each Disease/Employee and \$100,000 Each Disease/Maximum.
4. Commercial General Liability: The Proposer shall, during the life of this Contract take out and maintain broad form Commercial General Liability including premises and operations; products and completed operations; personal and advertising injury; and fire damage for limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. These limits shall apply on a Per Project Basis. There shall be no exclusion for Fellow Employees, Cross Liability or Insured vs. Insured. This insurance shall also insure the City to the same limits and shall include Completed Operations coverage.
5. Automobile Liability: The Proposer shall during the life of this Contract take out and maintain Business Automobile Liability form with a combined Single Limit of not less than \$1,000,000.00, including Owned, Hired, and Non-Owned and shall include an endorsement for Pollution Liability to cover any hauling. This insurance shall also insure the City to the same limits.
6. Umbrella Liability: With limits of not less than \$1,000,000 per occurrence covering all work performed under this contract.
7. Pollution Liability: For sudden and gradual occurrences, including both corrective action and bodily injury, property damage coverage for limits of not less \$1,000,000 per claim and \$2,000,000 in the aggregate arising out of work performed under this contract, to include the project site, in transit, and at any off site location where the waste may be transported.
8. Certificates of Insurance: the Proposer upon notice of award will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:
 - (1) The name of the insured Proposer, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
 - (2) Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
 - (3) City shall be listed as Additional Insured on Commercial General Liability Insurance, Pollution Liability, and Automobile Liability Insurance.

ATTACHMENT B

**PROPOSED CONTRACT FOR YARD WASTE
PROCESSING & DISPOSAL SERVICES**

PROJECT: Yard Waste Processing & Disposal Services

CONTRACTOR: _____

UNIT PRICE CONTRACT

THIS CONTRACT, hereinafter "Contract," made and entered into the ____ day of _____, 2014 by and between _____, hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF CONTRACT

City intends to enter into a contract with Contractor for provision of Yard Waste Processing & Disposal Services by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide Yard Waste Processing & Disposal Services in all phases of any Project pursuant to this Contract as hereinafter provided.

Section 1. Scope of Service

Contractor shall work with City staff in advising the City and the City Commission regarding Yard Waste Processing & Disposal Services. It is agreed that the detailed scope of services to be performed and schedule of fees for those services is described in **Exhibit A** (Contractor's response to RFP #2014-148 as accepted by the CITY) and **Exhibit B** (CITY's original Request For Proposals) incorporated herein. Any conflict between the terms and conditions of the documents and the terms and conditions of this Contract, shall be interpreted in favor of this Contract. The

III. CONTRACT PROVISIONS

Section 1. Term of Contract

Upon award of this Contract, the effective date of this Contract shall be the date of

execution of this Contract by both City and Contractor. Term of this contract shall be for an initial period of one (1) year with the option of two (2) additional one-year renewal periods, upon the mutual written agreement of the parties.

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

CITY will compensate Contractor for these Yard Waste Processing & Disposal Services in accordance with Contractor's Compensation Schedule formalized in "Exhibit A" to this Contract. Contractor's Compensation Schedule may be updated annually prior to each optional renewal period.

2.2 Invoices

Contractor shall submit monthly invoices to the City no later than the last day of the month for work accomplished under this Contract. Each invoice shall be detailed and include, but not be limited to, hours worked by each person assigned to the Project, date worked and all ancillary expenses incurred and by whom.

2.3 Payment

Payment for services rendered is due within thirty days of receipt and approval of invoice by City. Payment is delinquent 30 days following receipt and approval of invoice by City.

Section 3. Project Manager

The Project Manager for the City is the Assistant Public Works Director. A designee has been appointed for this project.

The City's designated project manager is:

Greg Schommer, Team Leader II
407 Martin Luther King Jr. Blvd
Stuart, Florida 34994

The Project Manager for the Contractor is:

Section 4. Contractor Responsibility

4.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

4.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Contract Work and shall bear all losses resulting to him, or it, on account of the amount or character of the Work, or because of the nature of the ground in or on which the work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Contract price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever.

4.3 Contractor's Records

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

Section 5. Inspection

The project will be inspected by the Project Manager for the City and will be rejected if it is not to conformity with the Contract provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in writing that the work shall be ready for final inspection on a definite date, at least three (3) calendar days thereafter, which shall be stated in such notice.

Section 6. Termination

6.1 Termination for Convenience

Either party upon a seven (7) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

6.2 Termination for Cause

The performance of the Contract may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the successful bidder should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the successful bidder seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

Section 7. Insurance

7.1 Requirements

Before performing any contract work, the Contractor shall procure and maintain, during the life of the contract, unless otherwise specified, insurance in the amounts described in the contract documents listed in Attachment A of the Request for Proposal and included in "Exhibit B" of this

Contract. No changes are to be made to these specifications without prior written specific approval by Risk Management.

7.2 Deductibles

The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.

7.3 Insurance Cancellation

The Contractor shall furnish to the City Certificates of Insurance allowing thirty (30) days notice for any change, cancellation, or non-renewal. If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the City fifteen (15) days prior to the renewal date.

7.4 Status of Claim.

The Contractor shall be responsible for keeping the City currently advised as to the status of any claims made for damages against the Contractor resulting from services performed under this Contract. The Contractor shall send notice of claims related to work under this Contract to the City. Copies of the notices shall be sent by fax, hand delivery or regular mail to:

City Manager, City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994
FAX: (772) 288-5316

Section 8. Persons Bound by Contract

8.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

8.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Nothing contained herein shall be construed to prevent Contractor from employing such independent Contractors, associates and subcontractors as Contractor may deem appropriate to assist in the performance of the services hereunder.

8.3 Other Entity Use

The successful proposer may be requested to convey its bid prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.

8.4 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the City.

Section 9. Indemnification of City

The Contractor covenants and agrees at all times to save, hold, and keep harmless the City, its officials, employees, agents, and volunteers and indemnify the City, its officials, employees, agents, and volunteers against any and all claims, demands, penalties, judgments, court costs, attorney's fees, and liability of every kind and nature whatsoever arising out of or in any way connected or arising out of the performance of this Contract to the extent of the insurance requirements set forth herein. The Contractor hereby acknowledges that the payments made under this Contract include specific consideration for the indemnification provided herein. Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under Chapter 768.20 Florida Statutes as amended.

Contractor shall obtain, maintain and pay for insurance coverage to insure the provisions of this paragraph.

Section 10. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 11. General Conditions

11.1 Venue in Martin County

Jurisdiction a venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

11.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

11.3 Attorney's Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the CITY in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

11.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a

mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

11.5 Contractual Authority

By signing this Contract the CONTRACTOR swears or affirms, under penalty of perjury, that this is a valid act of the CONTRACTOR, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

11.6 Miscellaneous

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

Section 12. Exhibits

The following Exhibits are attached to and made a part of this Contract:

- "Exhibit A" - "Proposal as Submitted by Contractor and Accepted by City"
- "Exhibit B" - "Original Request for Proposal as Issued by City, including all Addenda"
- "Exhibit C" - "Insurance and Indemnification"

IN WITNESS WHEREOF, the CITY and the Contractor have made and executed this Contract the day and year first above written.

ATTEST:

CITY

Cheryl White
City Clerk

Troy McDonald
Mayor

APPROVED AS TO FORM
AND CORRECTNESS:

Michael Mortell
City Attorney

WITNESSES:

CONTRACTOR

(Signature)

(Signature)

(Signature)

(Printed Name & Title)

EXHIBIT A

**“PROPOSAL AS SUBMITTED BY CONTRACTOR AND ACCEPTED BY THE CITY OF
STUART”**

EXHIBIT B

“ORIGINAL REQUEST FOR PROPOSAL AS ISSUED BY CITY”

EXHIBIT C

“INSURANCE AND INDEMNIFICATION”

END OF SAMPLE CONTRACT DOCUMENT

ATTACHMENT C

PRICE PROPOSAL FORM

PROCESS AND DISPOSE OF CLEAN WOOD AND YARD WASTE MATERIALS

- 1. Process and dispose of yard waste materials as measured and verified by the City of Stuart prior to the commencement of material shipment. Material shall be measured by using the cubic yardage of the loader bucket used to load the truck.**

Per cubic yard price \$ _____

Per ton price \$ _____

- 2. The City of Stuart estimates 40,000 yards of vegetative wood waste material annually. These yardages are estimates only and will not be guaranteed.**

All prices will remain firm for a period of sixty (60) days from the date of proposal opening.

EXHIBIT C

“INSURANCE AND INDEMNIFICATION”



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rains Insurance 204 N 2ND ST FORT PIERCE FL 34950-4406		CONTACT NAME: Hyman Rains PHONE (A/C No. Ext): (772) 464-4740 FAX (A/C No.): (772) 409-4722 E-MAIL ADDRESS: hyman@rainsinsurance.com															
INSURED ST. LUCIE SITE DEVELOPMENT INC 201 CAMPBELL RD FORT PIERCE FL 34945-2102		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Accident Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B : American States Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C : Madison Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Accident Insurance Company		INSURER B : American States Insurance Company		INSURER C : Madison Insurance Company		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		CPP-0008238-01	04/09/2014	04/09/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		01-CI-674889-2	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$						
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV0011549-00	08/20/2014	08/20/2015	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is listed as additional insured with respect to General Liability and Commercial Auto Liability.

CERTIFICATE HOLDER**CANCELLATION**

STUART CITY HALL PURCHASING DIVISION 121 SW FLAGLER AVE STUART FL 34994-2139	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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