



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Lenora Darden, CPPB
Procurement Buyer
ldarden@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

MEMORANDUM

To: Terry Iverson, Purchasing Manager

From: Lenora Darden, Buyer 

Date: December 4, 2014

Subject: Renewal of RFP No. 2013-124, Annual Contract for Street Sweeping Services

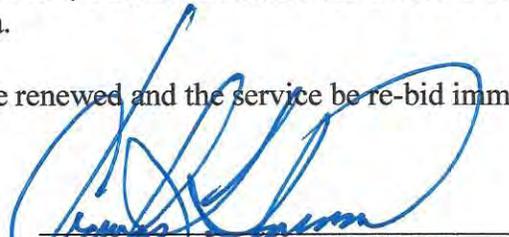
The first year of RFP #2013-124, as stated above, is due to expire on January 28, 2015. This Contract has a provision for renewal under the original terms, conditions and specifications for two (2) additional one (1) year terms. This would constitute the second year of two possible extensions. The contractor, Clean Sweep & Vac, LLC has provided excellent service to date and has agreed to the renewal of the agreement under the original terms, conditions and specifications. Public Works recommends renewal of this contract.

In accordance with the City of Stuart Code of Ordinances, you have authority to award solicitations that are valued at less than \$25,000.00, where the funds for the project have been appropriated by the City Commission through the annual budgeting process and where the vendor was selected in accordance with the City Procurement Ordinance.

Please review the attached documentation and signify by signature below your determination of agreement renewal. This renewal is effective for the period January 29, 2015 through January 28, 2016.

Should you have any questions or if I might be of further assistance please call me at ext. 5308 or contact me by email at ldarden@ci.stuart.fl.us.

- Renewal of RFP No. 2013-124, Annual Contract for Street Sweeping Services with Clean Sweep & Vac, LLC of Stuart Florida.
- Recommend this bid not be renewed and the service be re-bid immediately.



Charles T. Iverson
Procurement Manager



Date



City of Stuart

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Department of Financial Services
Procurement & Contract Services Division

Lenora Darden, CPPB
Procurement Buyer
ldarden@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-0134
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November 4, 2014

Via Email Transmission: dave@cleansweepandvac.com

Clean Sweep & Vac, LLC
Attn: Dave Benard, President
2201 SE Indian Street, Unit M6
Stuart, FL 34997

Subject: Renewal for RFP No. 2013-124, Annual Contract for Street Sweeping Services

Dear Mr. Benard,

This is official notification to your firm that the City of Stuart is satisfied with your firm's performance and wishes to extend your current contract for Street Sweeping Services, for the period beginning January 29, 2015 and ending on January 28, 2016, which represents the second and last year of two (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract. In addition, we need a current copy of Certification of Liability, Property Damage, Automobile Liability, and Worker's Compensation, including the Performance and Payment Bond as outlined in the RFP.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than 4:00 p.m., December 12, 2014**. You may fax your response to (772) 600-0134 or send by email to ldarden@ci.stuart.fl.us.

Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5308, if you should have any questions.

Best Regards,

Lenora Darden, CPPB
Procurement Buyer

cc: Milton Leggett, Deputy Public Works Director
Paula Sesta, Division Assistant
2013-124 File

I hereby agree to the contract renewal as specified of the subject Agreement

I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

DAVID BENARD
Printed Name

11/5/14
Date

MANAGER
Title



City of Stuart

300 SW St. Lucie Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Lenora Darden, CPPB
Procurement Buyer
ldarden@ci.stuart.fl.us

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Fax: (772) 600-0134
www.cityofstuart.us

MEMORANDUM

To: Terry Iverson, Purchasing Manager

From: Lenora Darden, Buyer

Cc: Milton Leggett, Deputy Public Works Director

Date: November 14, 2013

Subject: Renewal of RFP No. 2013-124, Annual Contract for Street Sweeping Services

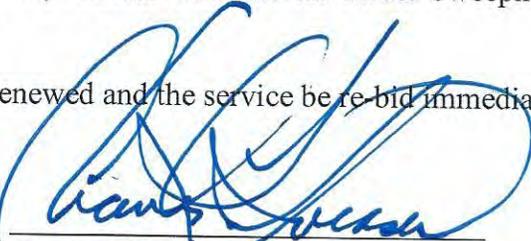
The initial year of RFP #2013-124, as stated above, is due to expire on January 28, 2014. This Contract has a provision for renewal under the original terms, conditions and specifications for two (2) additional one (1) year terms. This would constitute the first year of two possible extensions. The contractor, Clean Sweep & Vac, LLC has provided excellent service to date and has agreed to the renewal of the agreement under the original terms, conditions and specifications. Public Works recommends renewal of this contract.

In accordance with the City of Stuart Code of Ordinances, you have authority to award solicitations that are valued at less than \$25,000.00, where the funds for the project have been appropriated by the City Commission through the annual budgeting process and where the vendor was selected in accordance with the City Procurement Ordinance.

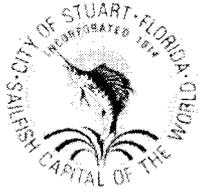
Please review the attached documentation and signify by signature below your determination of agreement renewal. This renewal is effective for the period January 29, 2014 through January 28, 2015.

Should you have any questions or if I might be of further assistance please call me at ext. 5308 or contact me by email at ldarden@ci.stuart.fl.us.

- Renewal of RFP No. 2013-124, Annual Contract for Street Sweeping Services with Clean Sweep & Vac, LLC of Stuart Florida.
- Recommend this bid not be renewed and the service be re-bid immediately.


Charles T. Iverson
Procurement Manager

11/15/13
Date



City of Stuart

300 SW St. Lucie Avenue • Stuart • Florida 34994
Department of Financial Services
Purchasing Division

Lenora Darden, CPPB
Procurement Buyer
ldarden@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

November 14, 2013

Via Email Transmission: dave@cleansweepandvac.com

Clean Sweep & Vac, LLC
Attn: Dave Benard, President
2201 SE Indian Street, Unit M6
Stuart, FL 34997

Subject: Renewal for RFP No. 2013-124, Annual Contract for Street Sweeping Services

Dear Mr. Benard,

This is official notification to your firm that the City of Stuart is satisfied with your firm's performance and wishes to extend your current contract for Street Sweeping Services, for the period beginning January 29, 2014 and ending on January 28, 2015, which represents the first of two (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract. In addition, we need a current copy of Certification of Liability, Property Damage, and Automobile Liability, and Worker's Compensation as outlined in the RFP.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than 4:00 p.m., December 13, 2013**. You may fax your response to (772) 600-0134 or send by email to ldarden@ci.stuart.fl.us.

Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5308, if you should have any questions.

Best Regards,

Lenora Darden, CPPB
Procurement Buyer

cc: Milton Leggett, Deputy Public Works Director
Paula Sesta, Division Assistant
2013-124 File

I hereby agree to the contract renewal as specified of the subject Agreement

I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

DAVID BENARD
Printed Name

11/14/13
Date

MANAGER
Title



City of Stuart

300 SW St. Lucie Avenue • Stuart • Florida 34994
Department of Financial Services
Purchasing Division

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MEMORANDUM

To: Terry Iverson, Purchasing Manager
From: Lenora Darden, Buyer
Copy: Milton Leggett, Deputy Public Works Director
Date: January 17, 2013
Subject: Award of RFP #2013-124: Annual Contract for Street Sweeping Services

Attached are: a) the proposal submittal from Clean Sweep & Vac, LLC, b) the evaluation score form and tabulation sheet, c) the selection committee ranking for award for the above referenced project and d) pages 361-362 from the approved 2013 fiscal budget. In accordance with the City of Stuart Code of Ordinances, you have authority to award solicitations that are valued at less than \$25,000.00, where the funds for the project have been appropriated by the City Commission through the annual budgeting process and where the vendor was selected in accordance with the City Procurement Ordinance.

The subject project was legally advertised in the Stuart News on December 15, 2012. The Purchasing Office sent a complete proposal package to five (5) vendors who provide this type of service to the City of Stuart. This solicitation was disseminated by DemandStar on-line, who notified one hundred & ninety (190) interested vendors. Out of twelve (12) planholders, Three (3) proposal submittals were received by 3:00 pm on the RFP opening date, January 9, 2013. One (1) of the three (3) proposal submittals (International Sweeping Inc.) was found non-responsive. A three (3) member selection committee evaluated the responses based on several issues to include the firms' expertise, experience and professional qualifications; past projects of similar nature; operational plan, location, and pricing proposed. All firms were ranked based on the established written criteria. The Selection Committee determined that the firm most qualified to provide the necessary services for this project is Clean Sweep & Vac, LLC of Stuart, Florida.

Please review the attached documentation and signify by signature below your determination of award, request for further information or recommended rejection of all proposals.

Should you have any questions or if I might be of further assistance please call me at ext. 5308 or contact me by email at ldarden@ci.stuart.fl.us.

Award of RFP #2013-124: Annual Contract for Street Sweeping Services for the first year of an Annual Contract (1 year with 2-each 1-year renewals), to the most responsible and responsive proposer: Clean Sweep & Vac, LLC of Stuart, Florida, in the annual amount ~~not to exceed~~ \$25,000.

Further information is required

Recommend all proposals be rejected

Charles T. Iverson
Procurement Manager

1/17/13
Date



STANDARD "SHORT FORM CONTRACT"

CONTRACTOR: CLEAN SWEEP & VAC, LLC

PROJECT: RFP #2013-124: ANNUAL CONTRACT FOR STREET SWEEPING SERVICES

CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter "Contract," made and entered into the 29th day of **January**, 2013 by and between **Clean Sweep & Vac, LLC, 2201 SE Indian Street, Unit 6, Stuart, Florida 34997** 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 Street Sweeping Services by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide Street Sweeping Services pursuant to this Contract as hereinafter provided. These services will include all labor, equipment, and materials necessary to provide Street Sweeping Services as provided on the approved schedule.

Section 1. Scope of Service

Contractor shall work with City staff in advising the City and the City Commission regarding Street Sweeping Services as rendered. The services will be those customarily attendant to Street Sweeping and Cleaning Services. 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 #2013-124 as accepted by the CITY) and Exhibit B (CITY's original Request For Proposals) incorporated herein.

III. CONTRACT PROVISIONS

Section 1. Period of Service

1.1 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 Street Sweeping Services in accordance with Contractor's pricing schedule formalized in "Exhibit A-Price Proposal Form" to this Contract. Contractor's pricing schedule may be updated annually prior to each optional renewal period with submission of justification for any increases in pricing and prior written approval by the appropriate City officials.

2.2 Invoices

Contractor shall submit invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and include, but not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City.

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. Guarantee

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the City any damage caused during the work. Contractor further guarantees the successful performance of the work for the service intended. If the City deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

Section 4. Audit

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 5. Contractor Responsibility

5.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement 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.

5.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

5.3 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 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. CITY's Obligations

7.1 Project Manager

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is Milton Leggett, Deputy Public Works Director.

The Project Manager for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the Project is:

Dave Benard, Owner/President
2201 SE Indian Street, Unit M6, Stuart, FL 34997
Phone: 772-349-9311 / Fax: 772-219-0687
Email: dave@cleansweepandvac.com)

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 Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies. ~~within the State of Florida.~~

8.4.1 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 Agreement 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 inspection on a definite date, at least two (2) calendar days thereafter, which shall be stated in such notice.

8.5 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

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

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

Section 10. Insurance.

10.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Item 5.2 of the Request for Proposal and included in "**Exhibit C**" of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manger, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in "**Exhibit C**" attached hereto.

10.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

Section 11. Professional Standards

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

Section 12. Non-Appropriation

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

Section 13. General Conditions

13.1 Venue in Martin County

Jurisdiction and 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

13.7 Sovereign Immunity

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.

Section 14. Exhibits

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

“**Exhibit A**” - "Proposal as Submitted by Respondent and Accepted by City"

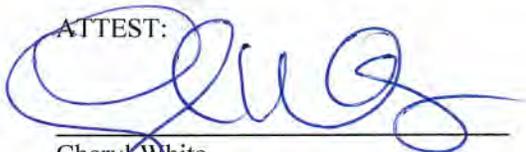
“**Exhibit B**” - “Original Request for Proposal as Issued by City, including all Addenda”

“**Exhibit C**” - "Insurance and Indemnification."

“**Exhibit D**” - “Payment and Performance Bond”

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
Charles T. Iverson
Procurement and Contracting Services Manager

APPROVED AS TO FORM
AND CORRECTNESS:

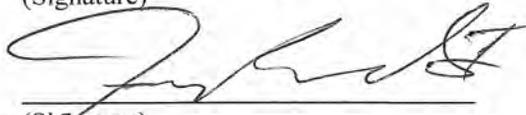


Michael Durham
City Attorney

WITNESSES:

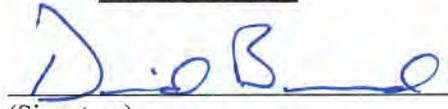


(Signature)

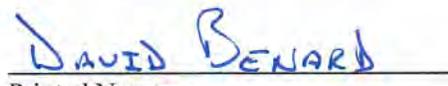


(Signature)

CONTRACTOR



(Signature)



Printed Name



Title

EXHIBIT A

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



City of Stuart

300 SW St. Lucie Avenue • Stuart • Florida 34994
Department of Financial Services
Purchasing Division

Lenora Darden, CPPB
Purchasing Buyer
ldarden@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-1202
www.cityofstuart.us

LEGAL NOTICE FOR RFP #2013-124

ANNUAL CONTRACT FOR STREET SWEEPING SERVICES

The Stuart City Commission, Stuart, Florida is soliciting qualified firms to provide Street Sweeping and Parking Lot Cleaning Services in accordance with specifications. Contractor shall furnish all labor, equipment, materials and incidentals required to accomplish the work.

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 300 SW St. Lucie Avenue, Stuart, Florida, by calling (772) 288-5308. The City of Stuart is not responsible for the content of any RFP package received through any 3rd party service or any source other than DemandStar by Onvia or the City of Stuart Purchasing Division. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any other source than the City of Stuart or DemandStar. Questions concerning terms, conditions and/or specifications will be accepted by the Stuart Purchasing Office until 4:00 pm, Wednesday, January 2, 2013. **Contact Lenora Darden at ldarden@ci.stuart.fl.us or by fax at (772) 600-0134.**

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 **no later than 3:00 pm, Wednesday, January 9, 2013.** Submittals will be accepted by hand delivery in the Purchasing Office, City Hall Annex, 300 SW St. Lucie 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, 300 SW St. Lucie Avenue, Stuart, Florida.

A Bid Guarantee in an amount of ten percent (10%) of the total amount proposed is required and must be submitted with the proposal.

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 Bids to:
Stuart City Hall
Purchasing Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

Hand Deliver Bids to:
Stuart City Hall Annex
Purchasing Office
300 S.W. St. Lucie Avenue
Stuart, Florida 34994

Mark outside of envelope: RFP #2013- "Annual Contract for Street Sweeping Services"

Publish Date: December 15, 2012

Stuart City Commission
City of Stuart, Florida

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PART I GENERAL INFORMATION

1.1 OVERVIEW

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 provide Street Sweeping and Parking Lot Cleaning Services, as described herein.

1.2 DEFINITIONS

"Proposer" shall mean Contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposal.

"Equipment" shall also mean street hopper, basin, or terms that relate to street sweeping vehicle.

"NPDES" is a Federal mandate to comply with the National Pollution Discharge Elimination System (NPDES) stormwater permit which is issued by the Florida Department of Environmental Protection agency.

"BMPs" shall mean Best Management Practices mandated by permit for street sweeping services. Excellence in street sweeping shall be interpreted as a clean curb line and in those cases where a median curb exists, a clean median line, free of any visible sand, grass or other debris.

"Public Road" shall mean any road or street under the jurisdiction of and maintained by a public authority and open to public travel. A public authority includes any governmental agency. A road is any open land designed for travel or transportation.

"Road Construction Purposes" shall mean any street sweeping performed while constructing a new road or repairing an existing road, including, but not limited to, the following operations: paving, milling, chip sealing, slurry sealing, or demolition.

"Routine Street Sweeping" shall mean any street sweeping performed for the maintenance or cleaning of streets or roadways. Routine street sweeping shall not include street sweeping done for road construction purposes, or street sweeping in parking lots and private roadways.

"Street Sweeper" shall mean any mechanized vehicle whose main function is to sweep or clean a paved road in order to remove debris or clean the street.

1.3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

Office of Purchasing
City of Stuart Annex
300 S.W. St. Lucie Avenue
Stuart, Florida 34994

1.4 CONTRACT AWARD

The City of Stuart anticipates entering into a contract with the proposer who submits the proposal judged by the City to be most advantageous. The City anticipates awarding one contract, but reserves the right to award to more than one, if it's in the City's best interests to do so

The proposer understands that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist, and is not binding, until proposals are reviewed and accepted by the City and executed by all parties. A sample Contract is attached to this RFP. The City anticipates that the final contract will be in substantial conformance with the Sample Contract; nevertheless, proposers are advised that any contract which may result from the RFP is subject to negotiation and may deviate from the Sample Contract, if in the City's opinion, such deviation is reasonable, justifiable, and serves the best interest of this procurement and the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to enter negotiations with the second, most responsive and responsible proposer determined by the selection committee, or it may re-solicit proposals.

The City reserves the right to reject all proposals, to waive non-material, technical variances in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

1.5 DEVELOPMENT COSTS

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

1.6 INQUIRIES

The City will not respond to oral inquiries. Interested proposers may contact Lenora Darden, Buyer, regarding questions about the proposal at the Purchasing Office, City Hall Annex, 300 SW St Lucie Avenue, Stuart, FL 34994, email: ldarden@ci.stuart.fl.us or facsimile: (772) 600-0134. The Purchasing Office will also receive written requests for clarification concerning the meaning or interpretation of this RFP, until seven (7) days prior to the submittal date. Questions shall be faxed or emailed with reference to the RFP number. All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City prior to opening of the proposals.

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 Purchasing Office.

1.7 TIMETABLES

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

- A. On December 15, 2012 the City issues the RFP.
- B. From December 15, 2012 to January 2, 2013, the City will receive and answer written inquiries received by fax, mail or email.
- C. The City must receive the proposals by the closing time and date of 3:00 PM on January 9, 2013.
- D. The City will review and evaluate the proposals in a timely manner.

- E. Short listed firms may be scheduled for presentations/clarifications as detailed in 4.1 below.
- F. The City may enter into a contract after obtaining appropriate approvals and conducting negotiations. The City will notify all unsuccessful proposers.
- G. Anticipate effective date of the Contract for these services is intended on or about January 29, 2013.

1.8 DELAYS

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

1.9 QUALIFICATION SUBMISSION AND WITHDRAWAL

The City will receive all proposals at the following addresses:

By Mail to:

City of Stuart
Purchasing Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

By Express or Hand Delivery to:

City of Stuart
Purchasing Office
300 S.W. St. Lucie Avenue
Stuart, Florida 34994

To facilitate processing, please mark the outside of the envelope as follows: **RFP #2013-124 “Annual Contract for Street Sweeping Services”** The envelope shall also include the proposer's return address.

Respondents shall submit one (1) original and four (4) copies of the proposal submittal in a sealed envelope marked as noted above. A proposer may submit the proposal by personal delivery, mail, or express shipping service.

***THE CITY MUST RECEIVE ALL PROPOSALS BY
3:00 P.M. ON WEDNESDAY, JANUARY 9, 2013.***

Due to the irregularity of mail service, the City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City's Purchasing Office, as specified above, prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 288-5308, before proposal closing time. A proposal received by the City Purchasing Office after the established deadline will be returned unopened to the proposer.

Proposers may withdraw their proposal submissions by notifying the City in writing at any time prior to the deadline for proposal submittal. Proposers may withdraw their submissions in person or by an authorized representative. Proposers 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. After the deadline, proposals once opened, become a public record of the City 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.

1.10 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 shall be acknowledged. Failure to acknowledge all addenda may result in disqualification.

The City will make every effort to notify registered Proposers by email that an addendum has been made to the RFP. The City shall not be responsible for providing notice of addenda to potential proposers who receive a RFP package from sources other than the City or DemandStar by Onvia.

All addenda issued by the City must be acknowledged within the proposal at the time it is submitted to the City.

1.11 EQUAL OPPORTUNITY

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

1.12 INSURANCE

The respondent, if awarded a contract, shall maintain insurance coverage (Item 5.2) reflecting the minimum amounts and coverages as required by the City.

1.13 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 s. 287 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

1.14 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

1.15 SUBCONTRACTING

If a vendor subcontracts any portion of a contract **for any reason**, the proposer must include, in writing the **name and address of the Subcontractor**. Name of the person to be contacted, include telephone number and extent of work to be performed. This information is to be submitted with RFP response (Item 5.4). If vendor should need to change subcontractor information, changes are subject to the approval by the City. The City reserves the right to reject a proposal of any proposer if the proposal names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contract of a similar nature, or who is not in a position to perform properly under this award.

1.16 PROPOSAL AS PUBLIC DOMAIN

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The proposal will become part of the public domain upon opening. **Vendors shall not submit pages marked "proprietary" or otherwise "restricted"**.

1.17 LICENSES

Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of RFP receipt. The proposal of any Proposer that is not fully licensed and certified shall be rejected.

1.18 BUSINESS TAX RECEIPT

Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the RFP.

1.19 SAFETY STANDARDS

Manufactured items, fabricated assemblies and on-site Contractor services shall comply with all applicable federal, state and local requirements, including but not limited to, Federal safety regulations for grounding of electrical equipment, and Manual on Uniform Traffic Control Devices (MUTCD). For on-site Contractor services, the City reserves the right to request documentation of Contractor compliance with OSHA standards to include but not be limited to: Required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended, and any other applicable federal, state and local regulations.

1.20 OTHER GOVERNMENTAL ENTITIES

When there is sufficient capacity or quantities available, awarded bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms, conditions, and prices of the RFP and resulting contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this contract shall do so independent of any other governmental entity.

1.21 CONTRACT TERM

At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

- A. **Contract Period:** This contract shall be awarded for an initial term of one (1) year subsequent to approval by the proper City authorities. The contract may be renewed for two (2) additional one year periods provided both the successful bidder and the City agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful bidder. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties.
- B. **Option to Extend:** The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the contractor and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for two (2) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed three (3) years. Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the City. Any price increases must be documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

1.22 CONTRACT AMENDMENT

The City reserves the right to delete, add or revise locations under this proposal at any time during the contract term when and where deemed necessary. If any locations are added or deleted from the contract, the rate quoted shall be used to determine the adjusted contract price.

1.23 NON EXCLUSIVE CONTRACT

CONTRACTOR agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

1.24 ESTIMATED QUANTITIES

It shall be understood and agreed that quantities designated herein are estimated only and may be increased or decreased in accordance with the actual requirements of the City. The City may require modifications and changes to this contract, as it relates to quantities, areas, frequency of services and specified services. The Contractor shall provide the City with the cost for such additional services. All rates shall be in accordance with the unit cost structure submitted by the contractor and accepted by the City.

1.25 DEFAULT

In the event that the Contractor cannot respond adequately to the needs of the City by reason of equipment failure or any other reason, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

1.26 BACKGROUND INFORMATION

As part of the evaluation process, the City reserves the right, to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Proposer, including past performance (experience) with the City by the Proposer or any of their Owners.

1.27 REFERENCES/RECORD CHECK

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints (Item 5.3). Proposer's submission of their RFP constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications.

1.28 COMPETENCY OF RESPONDENTS

Pre-award inspection of the proposer's facility may be made prior to award of Contract. Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

1.29 PERFORMANCE EVALUATION

Throughout the contract period the vendor(s) performance will be monitored by City staff. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Purchasing Division.

PART II STATEMENT OF WORK

2.1 PURPOSE

The City of Stuart is soliciting proposals from qualified, experienced firms *or individuals* to provide all labor, equipment, and materials necessary to provide curbside street sweeping and parking lot cleaning services for all areas designated.

2.2 BACKGROUND INFORMATION

The City of Stuart is required by Federal mandate to comply with the National Pollution Discharge Elimination System (NPDES) stormwater permit which is issued by the Florida Department of Environmental Protection agency.

There are a set of Best Management Practices (BMPs) mandated by permit which the city must follow. One of these BMPs is street sweeping. It has been proven that regular maintenance of urban stormwater management systems and pavement significantly reduces pollutant loads contributing to the impairment of receiving waters.

City of Stuart NPDES storm systems maintenance activities remove solids and particulate matter associated with nutrients which contribute to pollution of water bodies. Removing solids and particulate matter by sweeping of streets, curbs and gutters, thus reduces the amount of nutrients available to be carried to water bodies via stormwater runoff.

2.3 SITE INSPECTION

It is the proposer's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Proposers are advised to make a thorough inspection of all streets and parking lots named in these specifications and to take note of any varying degrees of difficulty associated with the work site.

The contractor is to verify to his own satisfaction the mileage figures appearing in these specifications. The streets and lots, as described, are to be swept/cleaned at the prices proposed on the proposal form. After award, no extra charge or compensation will be allowed by the City as a result of differences between actual materials and labor, unless by reason of unforeseeable causes beyond his control and without fault or negligence, including, but not restricted to acts of God or neglect of any other contractor.

2.4 WORK OBJECTIVE

The contractor is to completely remove all sand, paper, glass, litter, grass and other associated debris from the surface of the street and parking lot areas to the degree and extent associated with the Best Management Practices (BMPs). Excellence in street sweeping shall be interpreted as a clean curb line and in those cases where a median curb exists, a clean median line, free of any visible sand, grass or other debris. The City shall be the sole Judge as to the acceptability of the cleaning performed by the contractor.

A. Street Sweeping

1. Remove from the surface of City streets all sand, paper, glass, litter, grass and other associated debris to the degree and extent associated with current BMP's for standard of sweeping excellence.
2. Cleaning method shall be at the option of the contractor and may be power-operated equipment, hand-operated equipment or a combination of both.
3. The contractor will provide the necessary sweeping equipment, operator(s), fuel, oil, water and all other items required to perform street sweeping operations as specified herein.
4. All sweeping activities shall take place in the same directions as the flow of traffic. Any activities that take place opposed to the flow of traffic are considered traffic hazards.

B. Parking Lot Cleaning

1. Approximately eleven (11) municipal parking lots shall be cleaned of all debris, trash, glass, cans, paper, dirt, sand and other refuse either thrown or otherwise accumulated or disposed of in that lot and behind car stops.
2. Cleaning method shall be at the option of the contractor and may be by power-operated equipment, hand-operated equipment or a combination of both.
3. Parking lots will be cleaned twice per month (bi-monthly).

C. Water

1. Water required for street cleaning shall be available for purchase from the fire hydrant located at the Turf & Grounds Division, 920 East 10th Street, Stuart, Florida. The Contractor shall obtain and use a City water meter by making an appropriate deposit with the Utility Billing section of the Department of Administrative Services and Finance, City Hall, 121 SW Flagler Avenue, Stuart, Florida, in compliance with established City procedures.
2. The contractor shall request in writing the use of any City fire hydrants, or City water sources needed, other than that designated, and obtain a city water meter through means of an appropriate deposit. The city shall have final approval of the water sources available and will bill the contractor.

D. Contractor Responsibilities

1. The contractor will be responsible for the posting of temporary "No Parking" signs for some streets. It shall be the responsibility of the contractor to provide, erect and remove the appropriate number of signs, notifying the public of the cleaning operation and temporary ban on parking. Streets to be posted with temporary signs prior to cleaning shall be designated by the City. Vehicles parked in violation of the temporary ban shall be reported to the City. Until such time as the vehicles are removed, the contractor may clean around the vehicles with the sweeping equipment. Cleaning under or adjacent to parked cars will not be the responsibility of the contractor.

2. The contractor must provide a Supervisor who shall keep the City informed of the contractor's activities and have in place a dispatch method available at all times who can be contacted by the City by radio, beepers, cellular phones etc.
3. The contractor is responsible to submit a proposed schedule to the City consisting of planned work to be accomplished. The Public Works Director; or his designee, shall have approval authority over the proposed schedule. Contractor may not change the schedule without the prior written authorization of the Public Works Director, or his designee. The City reserves the right to change the schedule, with adequate notification, so the best benefit of the work can be achieved.
4. The contractor shall request, in writing, the use of any City facility for the disposition of the sweeping debris. The contractor shall be responsible for the hauling and disposal of all sweeping debris.

E. Additional Information

1. In the event a street rehabilitation or improvement project is in progress, that portion of the cleaning cycle will be deleted from the route. The section of the streets deleted may be reentered at the first scheduled cleaning cycle following completion of the work.
2. **Frequency and Areas of Service:** All areas will be swept with the frequency established for that area as designated in Item 2.13.

F. Reports and Records

1. After schedule is approved, the contractor shall provide the City with a written report of the basic, pertinent information relating to the activities of each sweeping shift. This report must be approved by the City.
2. It is a requirement, under this contract, that the sweeper driver log is provided to the Police Department, located at 830 S.E. Martin Luther King Blvd., Stuart, Florida, to ensure verification of contract performance.
3. Any person operating sweeping equipment subject to this rule shall maintain operational and maintenance records showing compliance with manufacturer maintenance recommendations. Such records shall be maintained for a minimum of two years, and shall be submitted to Public Works Director, or his designee upon request.

G. Equipment

1. All equipment to be utilized by the successful proposer to perform the cleaning/sweeping services, as detailed herein, must be approved by the Public Works Director; or his designee. The contractor specifically agrees, to remove and replace any equipment judged by the City to be poorly operating, excessively noisy or dirty, or in any other meaningful way disturbing to the public welfare or producing an unsatisfactory street sweeping function and provide maintenance records of equipment as specified in Paragraph F, Reports and Records above.

2. Equipment must be equipped, at a minimum, with a flashing amber light and arrow board, both visible for a maximum of one (1) mile and mounted for maximum visibility. All warning signals must comply with the standards set forth in the Manual for Uniform Traffic Control Devices (MUTD).
3. Vacuum sweeping equipment with a water spray system is required to provide contracted cleaning services. Equipment must have a minimum of a 74 inch wide sweep pass with a left and right gutter broom. Sweepers should be capable of removing all normal levels of debris and material from the street and curbside in one pass. The sweeping equipment shall not exhibit an excessive noise level that could disturb adjacent property owners. Please list equipment in Item 5.5.

2.5 OPERATING AND WASTE REMOVAL PROCEDURES

The sweeper hopper must be clean and empty when starting the route. The material collected by the sweeper must be collected solely within the City of Stuart city limits. If transferring collected material from sweeper to a dump truck or other vehicle, the transfer vehicle must be clean and empty. Do not mix or combine sweeper solids collected inside city limits with material collected outside Stuart City limits.

The contractor shall be responsible for the hauling and disposal of all sweeping debris. The collected solids and particulate matter must be taken to a landfill that accepts street sweeping material. The contractor shall request, in writing, the use of any city facility for the disposition of the sweeping debris.

The material must be weighed at the landfill with gross and net weights. A copy of the dump ticket/tipping fees must be submitted to the City. Reporting weight (tons/pounds) of material is preferred, but volume (cubic yards) is acceptable. Contractor is responsible to pay upfront tipping fees and City will reimburse tipping fees as specified below.

The City reserves the right to collect a sample of material from the street sweeper hopper, or transfer vehicle, before the material is transported to the landfill. The time and location for collection of the sample will be determined by advance notice.

2.6 INSPECTION and DIRECTION

The work will be conducted under the general direction of the Public Works Director or designee, and is subject to inspection to insure compliance with the terms of the RFP. The Public Works Director or designee will make final inspection of the work covered by this contract when it is completed and finished in all respect in accordance with specifications and must be approved before payment is made. The contractor will notify the City upon completion of a cycle of work and the City agrees to provide inspection of the reported work within two (2) working days following the report of work completion. Any work found to be unsatisfactory by the City shall be reported to the contractor within that same period. The contractor agrees to finish all work to the satisfaction of the City, at no additional cost, prior to receiving payment for such work.

2.7 INVOICING AND PAYMENT

The City requires a firm price for each contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through each contract term will be grounds for contract termination.

Street sweeping service shall be measured for payment by the total number of curb miles. The miles shall be calculated to the nearest one-tenth (1/10) of a mile. The contractor must invoice the City on a monthly basis for the amount of service actually performed including tipping fees.

Invoices shall state the area swept by street; number of curb miles and parking lot(s); and amount of all fees associated with disposal by attaching a copy of dump ticket.

Payment will be made on a monthly basis upon completion and acceptance of the work, net 30 days.

2.8 BUSINESS OPERATIONS

A. **Hours of Operation:** Unless otherwise directed by the Public Works Director; or his designee, the successful Contractor(s) shall insure that the following schedule is adhered to and services as required must be scheduled to insure that **all residential areas must be swept between the hours of 7:00 AM and 3:00 PM; all areas designated as nighttime service are commercial areas and must be swept between the hours of 8:00 PM and 6:00 AM.**

B. **Inclement Weather Conditions:** Upon approval by the Public Works Director or designee, the Contractor may cease operations of services during inclement weather conditions. If conditions prevents adherence to the regular sweeping schedule for up to two (2) days in a given week, the City may require affected areas be swept within two (2) working days without interruption of the regular sweeping schedule.

C. **Observed Holidays**

New Year's Day

President's Day

Independence Day

Columbus Day

Thanksgiving Day & Day After

Martin Luther King Day

Memorial Day

Labor Day

Veteran's Day

Christmas Day

2.9 START OF WORK AND TIME FOR COMPLETION

It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this contract. By submitting a proposal response, successful respondent agrees to start the work within 30 days of issuance of Notice to Proceed. Awarded vendor is to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to insure the cleanliness of streets and parking lots are completed within timeframes as specified in the approved schedule.

2.10 PUBLIC SAFETY AND CONVENIENCE

In the Contractor's use of streets and parking lots for the work to be done under these specifications, he/she shall conform to all Municipal, County, State and federal laws and regulations as applicable.

The Contractor shall at all times so conduct his/her work so as to ensure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of work, and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property, in a manner satisfactory to the Public Works Director or appointed designee.

There shall be no obstruction of the travel lanes between the hours of 7-9am and 4-6pm without approval from the Public Works Director or designee.

No road or street shall be closed to the public, except with the permission of the using department and proper governmental authority. Fire hydrants on or adjacent to the work area shall be kept accessible to fire-fighting equipment at all times. Temporary provision shall be made by the Contractor to ensure the use of sidewalks, public telephones and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches.

2.11 PROTECTION OF PROPERTY

The Contractor shall provide all signs, barricades, and/or flashing lights, and take all necessary precautions to protect buildings and personnel. All work shall be complete in every respect and accomplished in a satisfactory, workmanlike manner and contractor shall provide for timely removal of all debris which results from this contracted service.

The Contractor shall at all times guard against damage or loss to the property of the City of Stuart, including but not limited to safeguard sidewalks, curbing, road surfaces and motor vehicles on or around all job sites. Damage to public or private property shall be the responsibility of the Contractor and shall be held responsible for replacing or repairing any such loss or damage at the expense of the Contractor. The City of Stuart may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or their agents.

The Contractor shall be responsible for the protection of property in the areas in the adjacent vicinity of the project(s); and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

2.12 BONDS

A proposal guarantee must be submitted with the proposal. The bond shall be in an amount equal to ten percent (10%) of the total amount, if the total amount proposed exceeds \$25,000. The guarantee may be in the form of a Surety Bond with a carrier duly licensed and authorized to do business in the State of Florida, a Cashier's Check or a Certified Check (checks made payable to The City of Stuart). Purpose of the proposal guarantee is to assure the apparent low, responsive and responsible proposer will enter into a contract to provide the described services. Should the proposer not enter into a contract the proposal guarantee shall be retained by the City to defray the additional costs of either awarding to the second low, responsive and responsible proposer or re-advertise and re-solicit the project.

The successful proposer, when awarded a contract, will be required to furnish a performance bond with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent (100%) of the total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

2.13 SWEEPING AREAS/LOCATIONS LIST

TABLE #1 CURBED CITY STREETS								
Night/Day	Street Name	From/To	Median	Curb	Monthly Frequency	Sides to be Swept	Curb Miles	Monthly Miles
N	Osceola St.	St. Lucie Ave. to Colorado Ave.	No	Yes	12	Both	0.2	2.4
N	Osceola St.	Colorado Ave. to Balboa Ave.	Yes	Yes	4	Both	1.5	6.0
N	Hospital Ave.	East Ocean Blvd to Osceola St.	No	Yes	4	Both	0.1	0.4
N	Georgia Ave.	East Ocean Blvd to Osceola St.	No	Yes	4	Both	0.1	0.4
N	Florida Ave.	East Ocean Blvd to Osceola St.	No	Yes	4	Both	0.1	0.4
N	Denver Ave.	East Ocean Blvd to Seminole St.	No	Yes	4	Both	0.2	0.8
N	Detroit Ave.	East Ocean Blvd to Seminole St.	No	Yes	4	Both	0.2	0.8
D	Seminole St.	Saint Lucie Ave. to Detroit Ave.	No	Yes	4	Both	0.5	2.0
N	St. Lucie Ave.	Flagler Ave. to Dead End	No	Yes	12	Both	0.1	1.2
N	West 3 rd St.	US 1 to A1A/Dixie Hwy.	No	Yes	4	Both	0.3	1.2
N	Akron Ave.	West 5 th St. to Joan Jefferson Way	No	Yes	4	Both	0.5	2.0
D	East 5 th St.	Colorado Ave. to A1A/Dixie Hwy	No	Yes	4	Both	0.1	0.4
D	Camden Ave.	Dead End to West Ocean Blvd	No	Yes	4	Both	0.5	2.0
D	Albany Ave.	West Ocean Blvd to A1A/Dixie Hwy	No	Yes	4	Both	0.2	0.8
N	Joan Jefferson Way	FEC RR Tracks to Anchorage Way	No	Yes	4	Both	0.4	1.6
D	West 1st St.	Albany Ave. to A1A	No	Yes	4	Both	0.1	0.4
D	W. Ocean Blvd	A1A to US 1	No	Yes	4	Both	0.4	1.6
D	Hudson Ct.	Johnson Ave. to US1	No	Yes	4	Both	0.1	0.4
D	MLK Jr. Blvd	Colorado Ave. to Bayou Ave.	No	Yea	4	Both	1.0	4.0
D	Dixie Lane/ Forrest Park	East 10th St. to East 10th St.	No	Yes	1	Both	0.8	0.8
D	Lee Ray Road	Central Pkwy to Monterey Rd.	No	Yes	1	Both	0.4	0.4
D	Central Pkwy	US 1 to Kanner Hwy	Yes	Yes	1	Both	1.1	1.1

TABLE #1 CURBED CITY STREETS (CONT'D)

Night/Day	Street Name	From/To	Median	Curb	Monthly Frequency	Sides to be Swept	Curb Miles	Monthly Miles
D	California	West 5th St. to A1A/Dixie Hwy	No	Yes	4	Both	0.5	2.0
D	Nassau Ave.	Lake St. to East 10th St.	No	One side	1	Both	0.4	0.4
D	Bahama Ave.	MLK Jr. Blvd to East 10 th St.	No	One side	1	Both	0.4	0.4
D	East Ave.	MLK Jr. Blvd to Florida St.	No	Yes	1	Both	0.4	0.4
D	Tarpon Ave.	MLK Jr. Blvd to East 10 th St.	No	Yes	2	Outside	0.4	0.8
N	Flagler Ave.	Colorado Ave. to Fishing Pier	Yes	Yes	12	Both	0.8	9.6
N	Wright Blvd	A1A/SR 707/Dixie Hwy to US 1	No	Yes	1	Both	0.2	0.2
N	Colorado Ave.	Flagler Ave. to Seminole St.	No	Yes	12	Both	0.2	2.4
D	West 5 th St.	Colorado Ave. to Akron Ave.	No	Yes	2	Both	0.2	0.4
D	East 6 th St.	Colorado Ave. to California Ave.	No	Yes	2	Both	0.2	0.4
Total Curb Miles							12.6	48.1

TABLE #2 UNCURBED CITY STREETS

Night/Day	Street Name	From/To	Median	Curb	Monthly Frequency	Sides to be Swept	Curb Miles	Monthly Miles
D	Kindred Ave.	Colorado Ave. to Johnson Ave.	No	No	1	Both	0.3	0.3
D	Johnson Ave.	US 1 to Kindred Ave.	No	No	1	Both	0.4	0.4
D	Delaware St.	MLK Jr. Blvd to East 5th St.	No	No	1	Both	0.2	0.2
D	West 5 th St.	Georgia Ave. To Colorado Ave.	No	No	1	Both	0.1	0.1
D	Georgia Ave.	MLK Jr. Blvd to East Ocean Blvd	No	No	1	Both	0.5	0.5
D	Stypmann Blvd	Georgia Ave. to Flagler Ave.	No	No	1	Both	0.4	0.4
D	West 6th St.	Colorado Ave. to A1A	No	No	1	Both	0.3	0.3
D	North Fork Rd.	North River Dr. to North Federal Hwy	No	No	1	Both	0.4	0.4
D	N. River Dr.	North Fork Dr. to North Federal Hwy	No	No	1	Both	0.8	0.8
D	Treasure Rd	North River Dr. to Terrace Rd.	No	No	1	Both	0.1	0.1
D	Terrace Rd.	North River Rd. to North River Rd.	No	No	1	Both	0.6	0.6
D	Church St.	Central Ave. to Tarpon Ave.	No	No	1	Both	0.3	0.3

TABLE #2 UNCURBED CITY STREETS (CONT'D)

Night/Day	Street Name	From/To	Median	Curb	Monthly Frequency	Sides to be Swept	Curb Miles	Monthly Miles
D	Tarpon St.	MLK Jr. Blvd to East 10 th St	No	No	2	Both	0.5	1.0
D	East 10 th St.	Hibiscus Ave. to Bayou Ave.	No	No	2	Both	1.2	2.4
D	Lake St.	Tarpon Ave. to Central Ave.	No	No	1	Both	0.6	0.6
D	Providence Rd.	North River Dr. to Terrace Rd.	No	No	1	Both	0.1	0.1
Total UnCurbed Miles							6.8	8.5

TABLE #3 COUNTY/STATE ROADS

Night/Day	Street Name	From/To	Median	Curb	Monthly Frequency	Sides to be Swept	Curb Miles
N	Kanner Hwy	Monterey Rd. to US 1	Yes	Yes	1	Both	4.0
N	US 1	Indian St. to Wright Blvd	Yes	Yes	1	Both	17.2
N	Monterey Ext.	East Ocean Blvd to US 1			1	Both	3.6
N	A1A/SR 707/Dixie Hwy	West Ocean Blvd to Wright Blvd	No	Yes	1	Both	3.2
N	East Ocean Blvd	Georgia Ave to Evans Crary Bridge	N/A	Yes	1	Both	2.2
N	East Ocean Blvd	Georgia Ave to Colorado Ave	Yes	Yes	4	Both	2.4
N	Colorado Ave.	US 1 to Dixie Hwy	Yes	Yes	4	Both	3.2
N	Palm Beach Rd.	Osceola Cir. To Dixie Hwy	Yes	Yes	1	Both	2.2
Total Curb Miles							38.0

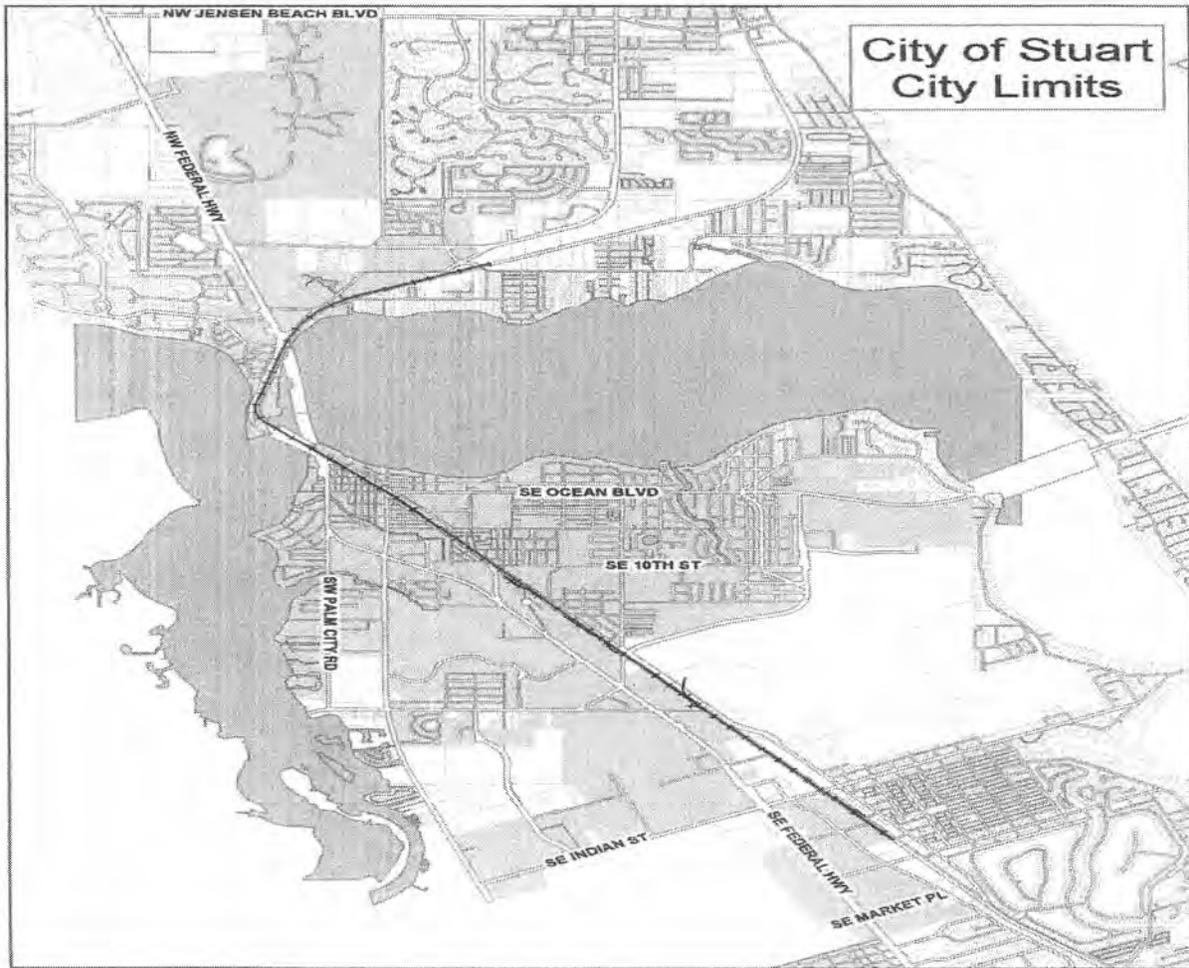
TABLE #4 CITY PARKING LOTS

Night/Day	Lot Name	Location	Median	Curb	Monthly Frequency
N	Shepard Park	West Ocean Blvd west of US 1	No	No	2
N	City Hall	121 SW Flagler Ave.	Yes	No	2
D	T&G Service Road, WTP, Dist. & Collect.	East 10 th St., West of Palm Beach Road	No	No	2
N	East 10th St. Rec. Center	724 East 10th St.	No	No	2
D	PW Complex Parking	MLK Jr. Blvd & Georgia Ave.	No	No	2

TABLE #4 CITY PARKING LOTS (CONT'D)

Night/Day	Lot Name	Location	Median	Curb	Monthly Frequency
N	Sailfish Parking Lot	Joan Jefferson Way	Yes	Yes	2
N	Kiwanis Parking Lot	Dixie Hwy & Colorado Ave.	Yes	Yes	2
N	Osceola Parking Lot	Osceola St. next to Masonic Lodge	No	Yes	2
N	Public Safety Complex	800/830 MLK Jr. Blvd	Yes	Yes	2
D	Poppleton Creek Park	Central Pkwy	No	No	2
N	Brunner Pond Park	MLK Jr. Blvd	No	No	2
Total Parking Lots					22

2.14 CITY MAP



PART III INSTRUCTIONS FOR PREPARING SUBMISSIONS

3.1 RULES FOR SUBMISSIONS

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFP. The interested firm or individual must submit one (1) original and four (4) copies of their proposal. Please tab all support documents or attachments according to the order established in the following paragraph.

3.2 PROPOSAL FORMAT

Proposers should prepare their proposals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the City has no previous knowledge of their product or capabilities. Proposals should clearly describe the services, specifying where it meets, exceeds or does not comply with the general specifications.

Letter of Transmittal: The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Contractor's understanding of the scope of work and make a positive commitment to timely perform the work within budgetary requirements. An agent authorized to contractually bind Contractor must sign the Letter of Transmittal indicating the agent's title or authority. The transmittal letter shall not exceed two pages in length.

Tab 1: Qualifications/Knowledge/Experience

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 and estimated response time to a call for service, 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 subcontractor shall be identified, and the working relationship between the proposer and subcontractor shall be explained (Item 5.4). Subcontractor shall also provide key personnel resumes.

The firm shall provide sufficient competent and qualified personnel to effectively carry out its responsibilities under the Contract. The firm shall utilize only competent personnel who are qualified by experience and education.

Proposers may submit such additional information as to their qualifications, experience and expertise as they may feel necessary to establish their level of proficiency in this area.

Tab 2 ~ 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 Projects 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)
- Contract Dates
- Nature of work involved in project
- Total Value of the Project

Tab 4 ~ Compensation Schedule: Insert all requested pricing in the attached Price Proposal Form. The proposed fees shall include all overhead and expenses.

Tab 5 ~ Submittal Forms: Include references (Item 5.3), subcontractors list (Item 5.4), and Contractor's equipment list (Item 5.5),

Tab 6 ~ Insurance: Provide a statement agreeing to obtain (prior to award) Insurance with coverages as detailed in Item 5.2. 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-contractors on its policy or require the sub-contractors to conform to all requirements for insurance contained herein. Subcontractors must be provided on Item 5.4.

Tab 7 ~ Prohibition Non-Collusion/Conflict of Interest Disclosure Statements

- A. 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."
- B. 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.
- C. Signature on the transmittal letter shall certify the veracity of these statements.

Tab 8 ~ Optional 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 9 ~ 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's selection committee will evaluate proposals and will select the proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. This criterion shall be utilized in the evaluation of the proposals.

1. The City's evaluation criteria will include, but not be limited to, consideration of the following:

<u>EVALUATION CATEGORIES</u>	<u>POINTS POSSIBLE</u>
Overall qualifications, knowledge, & experience.	30 pts
Operational Plan	25 pts
Past Projects of similar nature in Florida	15 pts
Proposed price for work to be accomplished.	20 pts
Location of proposer. (proximity of proposer to City of Stuart)	10 pts

B. 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 an agreement with the highest ranked individual/firm; or to interview the most qualified Respondents prior to requesting authorization to negotiate an agreement 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.

C. 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.

D. 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 of 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 that 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 Item 1.4 above, the City reserves the right to reject all proposals, to waive any irregularities, and to re-advertise and solicit for other proposals.

E. 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 Contractor 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 close of business on the proposal opening date, 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 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 Contractor 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.

F. Contact Person: Questions or requests for additional information shall be directed to Lenora Darden, CPPB, Purchasing Buyer, at (772) 288-5308, fax (772) 600-1202, or email: ldarden@ci.stuart.fl.us between the hours of 7:30 a.m. and 4:00 p.m., local time, weekdays.

G. Purchasing Card Program: Preferred method of payment is by means of the City of Stuart Purchasing Card (VISA). The selected Bidder(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI).

1. Bidders are requested to acknowledge acceptance of purchasing VISA card on the Proposal Form. In the event of failure on the part of the Proposer to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.

2. The City of Stuart offers bidders who commit to accepting the Purchasing Card as payment a one percent (1%) reduction in their proposal price for evaluation purposes only. When evaluating prices submitted by proposers in response to this solicitation, the total offered price of a proposer committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other proposers' offered price. If the committed bidder is awarded the contract, the award will be at the *negotiated contract price*.

PART V RFP SUBMITTALS

5.1 PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Values must be provided for all categories below and must represent the total cost for each service. No additional charges will be invoiced to or paid by the City of Stuart.

ITEM	DESCRIPTION	UNIT	PRICE
1	Street sweeping services as described herein.	Per Mile	\$ 18
2	Parking lot / cleaning services as described herein	Per Lot	\$ 17.05
Preferred method of payment is by the City Purchasing Card (VISA). DO YOU ACCEPT THE PURCHASING CARD (VISA)? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

The Respondent certifies that as a condition of bidding he will hold good his proposal prices for a minimum period of ninety (90) calendar days from the date bids are opened.

The City of Stuart offers proposers who commit to accepting the Purchasing Card, noted above in the Proposal Form as payment method, a one percent (1%) reduction in their overall price for evaluation purposes only. When evaluating prices submitted by proposers in response to this solicitation, the total offered price of a proposer committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other proposers' offered price. If the committed proposer is awarded the contract, the award will be at the negotiated contract price.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive and no further evaluation of the proposal will occur.

Addendum(s) # _____ through # _____ Respondent's Initials _____

David B. Beard
(Signature)

DAVID BEARD
(Printed Name)

CLEAN SWEEP & VAC, LLC
Name of Company, Firm

OWNER / PRESIDENT
(Printed Title)

772-349-9311
Telephone Number

772-219-0687
Facsimile Number

DAVE@CLEANSWEEPANDVAC.COM
Email Address

5.2 INSURANCE REQUIREMENTS

- A. The successful proposer shall **not** commence any work in connection with this agreement until it 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.
- B. Proof of the following insurance will be furnished by the successful bidder by Certificate of Insurance, which names the bidder, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manger, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.
- C. All contractors including any independent contractors and subcontractors utilized must comply with the following insurance requirements:
1. Commercial General Liability: The Contractor/Lessee/Service Provider shall, during the life of this agreement take out and maintain broad form Commercial General Liability [including premises/operations; products/completed operations with the XCU hazards; personal /advertising injury; and fire damage (minimum \$100,000)] for limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate relative to any agreement resulting from this solicitation with the City of Stuart.
 2. An Additional Insured endorsement **MUST** be attached to the Certificate of Insurance and **MUST** include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products and Completed Operations Coverage to be provided for a minimum of 10 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided. XCU coverage is to be included. Coverage is to include a Cross Liability or Severability of Interests Provision.
 3. Umbrella Liability: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Agreement, Umbrella Liability Insurance with limits of not less than \$5,000,000 per occurrence covering all work performed under this contract.
 4. Business Automobile: The Contractor/Lessee/Service Provider shall during the life of this agreement take out and maintain Business Automobile Liability form with coverage for symbol I (any auto) with limits of not less than \$1,000,000.00 combined single limit or \$500,000.00 per person/ \$1,000,000.00 per accident bodily injury and \$250,000.00 per accident property damage.

5. Worker's Compensation Insurance: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project. In case any work is sublet, the Contractor 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 Contractor. 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 \$1,000,000.
6. 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 Contractor and/or subcontractor providing such insurance.
7. Owner's Protective Liability Insurance: The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from his operations under the Contract.
8. Certificates of Insurance: The Contractor **upon notice of award** will furnish Certificate of Insurance Form. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:
 - a. The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
 - b. 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.
 - c. City shall be listed as Additional Insured on Commercial General Liability Insurance, Automobile Liability Insurance.

NOTE: The City can decrease or increase these limits, depending on the project, at its sole discretion. Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Manager.

9. Florida East Coast Railway Right of Way: Whenever a City contractor is constructing within or immediately adjacent to the Florida East Coast Railway Company's right-of-way, it will be mandatory that the contractor carry separate bodily injury and property damage insurance in the amounts as stated below. This insurance shall be taken out and maintained during the life of the contract.
 - a. Bodily injury insurance in an amount not less than \$500,000.00 for injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of any one occurrence, and

- b. Property damage insurance in an amount not less than \$500,000.00 for damages on account of any one occurrence and in an amount not less than \$1,000,000.00 for damages on account of all occurrences
 - c. The above insurance requirements PERTAIN ONLY TO WORK DONE WITHIN FLORIDA EAST COAST RAILWAY Right-of-way. The above paragraphs are to be incorporated under the heading "Public Liability Insurance".
 - d. In addition to the above, the contractor will prior to initiating work contact the Florida East Coast Railway and ensure that they have adequate plans for the work to be constructed; that they are aware of the beginning and completion dates of said work, that no work to be accomplished will hazard or endanger any FEC trains or property; and that their Signal Group is notified to provide locates for their underground utilities (the FEC is not notified by Sunshine One Call). The Telephone number for the FEC Signal Group is: 1-800-342-1131 extension 2377 or 1-904-826-2377.
- D. By submitting a proposal the Contractor certifies that he is aware of the above requirements and will comply with them.

5.4 SCHEDULE OF SUBCONTRACTORS PARTICIPATION

If proposers are subcontracting, this information is to be submitted with their submittal response in writing on the attached form or as a separate attachment subcontractor's information as follows; name, address, type of work to be performed and percentage of work that may be provided by Subcontractor.

Name of Subcontractor: _____	
Contact Name: _____	
Address, City, State, Zip, Phone: _____	
Type of Work to be Performed: _____	
License No. _____	Percentage of Work _____ %
Name of Subcontractor: _____	
Contact Name: _____	
Address, City, State, Zip, Phone: _____	
Type of Work to be Performed: _____	
License No. _____	Percentage of Work _____ %
Name of Subcontractor: _____	
Contact Name: _____	
Address, City, State, Zip, Phone: _____	
Type of Work to be Performed: _____	
License No. _____	Percentage of Work _____ %
Name of Subcontractor: _____	
Contact Name: _____	
Address, City, State, Zip, Phone: _____	
Type of Work to be Performed: _____	
License No. _____	Percentage of Work _____ %

Company Name CLEAN SWEEP & VAC, LLC

5.5 EQUIPMENT SUPPLIED BY CONTRACTOR

ITEM	QTY	DESCRIPTION	MANUFACTURER
1	1	1995 TYMCO 600 AIR SWEEPER	TYMCO
2	1	1994 TYMCO 600 AIR SWEEPER	TYMCO
3	1	2002 TYMCO 435 AIR SWEEPER	TYMCO
4			
5			

5.6 PROPOSAL CHECKLIST FORM

A. All proposals shall be submitted in the format identified. Failure to submit the required documentation in the format identified may cause the proposal to be rejected. This form is to be submitted with proposal package.

- 1. Letter of Transmittal Yes No
- 2. Acknowledgment of addendum & submission with RFP Yes No
- 3. Proposal Form & equipment Information Yes No
- 4. Proof that Firm name is registered with their State of Origin Yes No
- 5. Submit a copy of all Licenses, Certificates, Registrations, Permits etc. Yes No
- 6. Submit 10% bond guarantee. if total exceeds \$25,000 Yes No
- 7. Submit any data in reference to Contract Performance Yes No
- 8. Evidence of Insurance Yes No
- 9. Reference Form Yes No
- 10. Subcontractors Form Yes No
- 11. Additional Data is submitted (Optional) Yes No
- 12. Total of Five (5) sets (one (1) original and four (4) copies are submitted) Yes No

RFP 2013-122

(to be submitted with RFP response)

COMPANY NAME: CLEAN SWEEP & VAC, LLC

5.7 STANDARD "SHORT FORM CONTRACT"

CONTRACTOR: _____

PROJECT: **RFP #2013-124: ANNUAL CONTRACT FOR STREET SWEEPING SERVICES**

CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter "Contract," made and entered into the ____ day of _____, 2012 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 Street Sweeping Services by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide Street Sweeping Services pursuant to this Contract as hereinafter provided. These services will include all labor, equipment, and materials necessary to provide Street Sweeping Services as provided on the approved schedule.

Section 1. Scope of Service

Contractor shall work with City staff in advising the City and the City Commission regarding Street Sweeping Services as rendered. The services will be those customarily attendant to Street Sweeping and Cleaning Services. 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 #2013-124 as accepted by the CITY) and Exhibit B (CITY's original Request For Proposals) incorporated herein.

III. CONTRACT PROVISIONS

Section 1. Period of Service

1.1 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 Street Sweeping Services in accordance with Contractor's pricing schedule formalized in "Exhibit A-Price Proposal Form" to this Contract. Contractor's pricing schedule may be updated annually prior to each optional renewal period.

2.2 Invoices

Contractor shall submit invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and include, but not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City.

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. Guarantee

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the City any damage caused during the work. Contractor further guarantees the successful performance of the work for the service intended. If the City deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

Section 4. Audit

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 5. Contractor Responsibility

5.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement 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.

5.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

5.3 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 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. CITY's Obligations

7.1 Project Manager

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is Milton Leggett, Deputy Public Works Director.

The Project Manager for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the Project is:

- (name, title)
- (mailing address)
- (phone/fax)

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 Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.

8.4.1 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 Agreement 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 inspection on a definite date, at least two (2) calendar days thereafter, which shall be stated in such notice.

8.5 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

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

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

Section 10. Insurance.

10.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Item 5.2 of the Request for Proposal and included in "Exhibit B" of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manger, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in "Exhibit B" attached hereto.

10.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

Section 11. Professional Standards

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

Section 12. Non-Appropriation

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

Section 13. General Conditions

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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 14. Exhibits

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

“**Exhibit A**” - "Proposal as Submitted by Respondent and Accepted by City"

“**Exhibit B**” - “Original Request for Proposal as Issued by City, including all Addenda”

“**Exhibit C**” - "Insurance and Indemnification."

“**Exhibit D**” – “Performance Bond”

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

Paul Nicoletti
City Manager

APPROVED AS TO FORM
AND CORRECTNESS:

Michael Durham
City Attorney

WITNESSES:

CONTRACTOR

(Signature)

(Signature)

(Signature)

Printed Name

Title

EXHIBIT A

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

EXHIBIT B

“ORIGINAL REQUEST FOR PROPOSAL AS ISSUED BY CITY”

EXHIBIT C

“INSURANCE AND INDEMNIFICATION”

EXHIBIT D

“PERFORMANCE BOND”

5.3 REFERENCE FORM

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#1 REFERENCE

Company/Entity Name: <u>CITY OF STUART</u>		
Address _____		
City <u>STUART</u>	State <u>FL</u>	Zip Code <u>34994</u>
Contact Name: <u>MILTON LIGGET</u>	Title: <u>ROADS DEPT.</u>	
Phone No: <u>288-5341</u>	Fax: _____	Email: _____
Date of Service or Contract Period: <u>1999-2010</u>	Location <u>STUART, FL</u>	
Summary of Services Performed <u>STREET SWEEPING</u> <u>Governmental</u> or Private		
Dollar Value of Contract \$ <u>40,000.00 ANNUAL</u>		

#2 REFERENCES

Company/Entity Name: <u>SIXORSKY AIRCRAFT</u>		
Address <u>17900 BEE LINE HWY</u>		
City <u>JUPITER</u>	State <u>FL</u>	Zip Code <u>33478</u>
Contact Name: <u>DAVID TEXERA</u>	Title: <u>MANAGER</u>	
Phone No: <u>561-775-5002</u>	Fax: _____	Email: <u>Cielia.BEATY@SIXORSKY.COM</u>
Date of Service or Contract Period: <u>2009-PRESENT</u>	Location <u>JUPITER, FL</u>	
Summary of Services Performed <u>STREET SWEEPING</u> <u>Governmental</u> or <u>Private</u>		
Dollar Value of Contract \$ <u>33,000.00 ANNUAL</u>		

#3 REFERENCES

Company/Entity Name: <u>CITY OF FELLSMERE</u>		
Address _____		
City <u>FELLSMERE</u>	State <u>FL</u>	Zip Code _____
Contact Name: <u>BOB ROODE</u>	Title: <u>MANAGER</u>	
Phone No: <u>772-571-1902</u>	Fax: _____	Email: _____
Date of Service or Contract Period: <u>5/1/08-5/1/10</u>	Location <u>FELLSMERE</u>	
Summary of Services Performed <u>STREET SWEEPING</u> <u>Governmental</u> or Private		
Dollar Value of Contract \$ <u>10,000.00 ANNUAL</u>		

Company Name CLEAN SWEEP & VAC, LLC

PROPOSAL FOR STREET SWEEPING SERVICES FOR THE CITY OF STUART

QUALIFICATIONS/KNOWLEDGE/EXPERIENCE

Clean Sweep & Vac, LLC has been in business for over 15 years providing quality power sweeping services for municipal, private, and public property management companies' industrial and commercial. We fully understand the scope of work as well as the processes the work is to be completed in. Furthermore, we will do the best job possible to perform all services in a timely manner and within budgetary requirements. It is our privilege to say we have provided street sweeping services for the City of Stuart from 1999 to 2010. We understand the importance of power sweeping and will keep the city in compliance with all Storm Water regulations and requirements.

Clean Sweep & Vac, LLC is an owner operated company with 13 employees, 1 foreman, 6 sweeper operators, and 5 custodial employees. All of our operators are trained for 4 weeks by a foreman and are kept up to date with all safety and BMP (best management practice) protocols.

We at Clean Sweep provide our customers with the best service possible by using equipment best suited for cleaning roadways of all debris. Recommended for use by the Environmental Protection Agency and NAPSA (North American Power Sweeping Association), our Tymco 600 regenerative air sweepers are able to clean pavement so well they usually measure what is left by the micron. This enables us to help reduce the discharge of pollutants into drainage systems to the maximum extent thus giving drainage systems maximum flow rates with less pollutant discharge.

Operational plan

All shifts are designated to certain days of the week to minimize exposure to traffic and reckless drivers. All shifts are to be performed on Monday thru Thursday, with the exception of the Downtown area of Stuart to be swept early Sunday night or early Monday morning before 5am to minimize noise complaints. The Downtown area of Stuart is schedule to have all walkways blown off per service (included in price). Shifts to start at our site location with a pretrip inspection of machinery to assure that all lighting is properly working and all hydraulic and water systems are working properly. After all work for a night/day is complete a list of roads swept will be either faxed or emailed to the proper supervisor.

Proposed Schedule

Attached

CITY OF STUART SWEEPING SCHEDULE

(STREETS TO BE SWEPT ARE REPRESENTED BY THERE INDEX NO. INDEX SHEET ATTACHED)

***SCHEDUEL IS SUBJECT TO CHANGE WHEN WEATHER, CITY EVENTS, AND OR WE ARE WITHIN
A 5 WEEK MONTH. ****

WEEK 1

1. TUE.
401-405 (DOWNTOWN)
406-412 (EARLY BETWEEN 9-10:30 PM)
413-422 (LATE BETWEEN 10:30-1:00AM)
2. WED.
127 (EAST OCEAN AFTER 10:00PM)
126 (COLORADO AVE. AFTER 1:00 AM)
3. THUR.
401-405 (DOWNTOWN)
128 (PALM BEACH RD AFTER 10:00PM)
203-211 (ALL PARKS)
4. SUN.
401-405 (DOWNTOWN)

WEEK 2

1. TUE.
401-405 (DOWNTOWN)
406-412 (EARLY BETWEEN 9-10:30 PM)
413-422 (LATE BETWEEN 10:30-1:00AM)
2. WED.
121 (KANNER HWY AFTER 12:00AM)
124 (MONTEREY EXT.)
3. THUR.
207 COMPLEX (DAYTIME)
401-405 (DOWNTOWN)
123 (US 1)
4. SUN.
401-405 (DOWNTOWN)

WEEK 3

1. TUE.
401-405 (DOWNTOWN)
406-412 (EARLY BETWEEN 9-10:30 PM)
413-422 (LATE BETWEEN 10:30-1:00AM)
2. WED.
125(A1A)
203-211(ALL PARKS)
3. THUR.
401-405 (DOWNTOWN)
115-119
4. SUN.
401-405 (DOWNTOWN)

WEEK 4

1. TUE.
401-405 (DOWNTOWN)
406-412 (EARLY BETWEEN 9-10:30 PM)
413-422 (LATE BETWEEN 10:30-1:00AM)
2. WED.
123 (US1 AFTER MIDNIGHT)
3. THUR.
102-121,201,202 (EAST STUART DAYTIME)
COMPLEX (DAYTIME)
401-405 (DOWNTOWN)
4. SUN.
401-405 (DOWNTOWN)

CITY OF STURT STREET INDEX

TIME	INDEX NO.	STREET NAME	FROM	TO	MONTHLY FREQUENCY
N	401	Osceola St.	St. Lucie Ave.	Colorado Ave.	12
N	402	St. Lucie St.	Dead End	Flagler Ave.	12
N	403	Flagler Ave.	Colorado Ave.	Fishing Pier	12
N	404	Colorado Ave.	Flagler Ave.	Seminole St.	12
N	405	Osceola St.	Colorado Ave.	Balboa Ave.	4
N	406	Hospital Ave.	E. Ocean Blvd.	Osceola St.	4
N	407	Georgia Ave.	East Ocean Blvd.	Osceola St.	4
N	408	Florida Ave.	East Ocean Blvd.	Osceola St.	4
N	409	Denver Ave.	East Ocean Blvd.	Seminole St.	4
N	410	Detroit Ave.	East Ocean Blvd.	Seminole St.	4
N	411	Seminole St.	St. Lucie St.	Detroit Ave.	4
N	412	West 3 rd St.	US 1	A1A	4
N	413	Akron Ave.	West 5 th St.	West 2 nd St.	4
D	414	West 5 th St.	Colorado Ave.	A1A	4
D	415	Camden Ave.	Dead End	West Ocean Blvd.	4
D	416	Albany Ave.	West 1 st St.	West 1 st St.	4
D	417	Joan Jefferson Way	FEC RR Tracks	Anchorage Way	4
D	418	West 1 st St.	Albany Ave.	A1A	4
D	419	West Ocean Blvd.	A1A	US1	4
D	420	Hudson Court	Johnson Ave.	US1	4
D	421	M.L.K. Blvd.	Colorado Ave.	Bayou Ave.	4
D	422	California	2 nd St	End	4
D	102	Lee Ray Rd.	Central Pkwy.	Monterey Rd.	1
D	103	Central Pkwy.	US1	Kanner Hwy.	1
D	104	Nassau Ave.	Lake St.	E. 10 th St.	1
D	105	Bahama Ave.	M.L.K.	E. 10 th St.	1
D	106	East Ave.	M.L.K.	Florida St.	1
D	107	Wright Blvd.	A1A/SR 707/Dixie	US1	1
D	108	Kindred Ave.	Colorado Ave.	Johnson Ave.	1
D	109	Johnson Ave.	US 1	Kindred St.	1
D	110	Delaware St.	M.L.K. Blvd.	East 5 th St.	1
D	111	West 5 th St.	Georgia Ave.	Colorado Ave.	1
D	112	Georgia Ave.	M.L.K. Blvd.	East Ocean Blvd.	1
D	113	Stypmann Blvd.	Georgia Ave.	Flagler Ave.	1
D	114	West 6 th St.	Colorado Ave.	A1A	1
D	115	North Fork Rd.	North River Dr.	North Federal Hwy.	1
D	116	North River Dr.	North Fork Dr.	North Federal Hwy.	1
D	117	Treasure Rd.	North River Dr.	Terrace Rd.	1
D	118	Terrace Rd.	North River Rd.	North River Rd.	1
D	119	Providence Rd.	North River Dr.	Terrace Rd.	1
D	120	Church St.	Central Ave.	Tarpon Ave.	1
D	121	Lake St.	Tarpon Ave.	Central Ave.	1
N	122	Kanner Hwy.	Monterey Rd.	US 1	1
N	123	US 1	Indian St.	Wright Blvd.	1
N	124	Monterey Ext.	East Ocean Blvd.	US 1	1
N	125	A1A/SR 707/Dixie Hwy.	West Ocean Blvd.	Wright Blvd.	1
N	126	East Ocean Blvd.	Colorado Ave.	Evans Cray Bridge	1
N	127	Colorado Ave.	US1	Flagler Ave.	1
N	128	Palm Beach Rd.	Osceola Cir.	Dixie	1

CITY OF STURT STREET INDEX

TIME	INDEX NO.	STREET NAME	FROM	TO	MONTHLY FREQUENCY
D	201	Tarpon Ave.			
D	202	East 10 th St.	M.L.K. Blvd.	East 10 th St.	2
N	203	Shepard Park	Hibiscus Ave.	Bayou Ave.	2
N	204	City Hall			2
D	205	Parks, WTP, and D&C			2
N	206	Stuart Rec. Center			2
D	207	PW Complex Parking			2
N	208	Sailfish Parking Lot			2
N	209	Kiwanis Parking Lot			2
N	210	Osceola Parking Lot			2
N	211	Police/ Fire Station			2

PAST AND CURRENT PROJECTS IN FLORIDA

DATE	NAME OF PROJECT / LOCATION
6/12/99 TO 6/1/2010	CITY OF STUART STREET SWEEPING MILTON LIGGOT 772-288-5341 \$40,000.00 ANNUAL
7/1/07 TO PRESENT	TRADITIONS PORT ST. LUCIE, FL STREET SWEEPING FISHKIND ASSOCIATES ANGELA 772-345-5101 \$5,000.00 ANNUAL
5/19/09 TO PRESENT	SIKORSKY AIRCRAFT/ RUNNWAY SWEEPING JUPITER, FL DAVID TEXTERA 561-775-5202 \$33,000.00 ANNUAL
1/1/1999 TO PRESENT	CEMEX MATERIALS LOT SWEEPING JOHN DUNKIN 561-741-8217 \$78,000.00 ANNUAL
3/14/09 TO PRESENT	RYBOVICH SUPERYACHT MARINA LOT SWEEPING ERICK HURSKA 561-267-0260 \$18,000.00 ANNUAL

EXPERIENCE LIST (OLD)

DATE	NAME OF PROJECT / LOCATION
11/30/98 TO 11/30/05	MARTIN COUNTY ROADWAY CLEANING
10/26/01 TO 9/26/04	INDIAN RIVER COUNTY ROADWAY CLEANING
3/8/07 TO 9/1/08	MARTIN COUNTY AIRPORT RUNWAY CLEANING



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/7/2013

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).

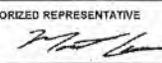
PRODUCER FRANKCRUM INSURANCE AGENCY, INC. 100 S. MISSOURI AVE. CLEARWATER FL 33756	CONTACT NAME:	
	PHONE (AC. No, Ext): 1-800-277-1620 x4800	FAX (AC. No.): 727-797-0704
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A:	FRANK WINSTON CRUM INSURANCE CO.	11600
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 216736 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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC201300000	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WG STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 EFFECTIVE 06/1/2011, COVERAGE IS FOR 100% OF THE EMPLOYEES OF FRANKCRUM LEASED TO CLEAN SWEEP & VAC, LLC (CLIENT) FOR WHOM THE CLIENT IS REPORTING HOURS TO FRANKCRUM. COVERAGE IS NOT EXTENDED TO STATUTORY EMPLOYEES.

CERTIFICATE HOLDER	CANCELLATION
City of Stuart Parks Dept. 910 E 10th St. Stuart, FL 34997	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 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/07/13

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 Celedinas Insurance Group -PBG 4283 Northlake Blvd. Palm Beach Gardens, FL 33410 David Kincaid, CIC	561-622-2550 561-721-0540	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A : Hanover American Insurance Co.		NAIC #
INSURED Clean Sweep & Vac 2201 SE Indian St, #M6 Stuart, FL 34997	INSURER B : Hanover Insurance Group		22292
	INSURER C : Underwriters at Lloyd's, London		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC.			LZJ6669310	11/09/12	11/09/13	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 - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AZJ6670339	11/09/12	11/09/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.		Y/N	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Property			412BR1151	11/09/12	11/09/13	BPP 25,000 BI WEE 40,000

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

CERTIFICATE HOLDER City of Stuart Parks Dept 910 E 10th St Stuart, FL 34994	CANCELLATION 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 

2012-2013 MARTIN COUNTY ORIGINAL

BUSINESS TAX RECEIPT

HONORABLE RUTH PIETRUSZEWSKI CFC, TAX COLLECTOR
3485 S.E. WILLOUGHBY BLVD., STUART, FL 34994
(772) 288-5604

ACCOUNT 2007-275-0319 CERT 488490
PHONE (772) 288-5111 SIC NO
LOCATION SE INDIAN ST 657
2201

CHARACTER COUNTS IN MARTIN COUNTY

PREV YR	\$.00	LIC FEE	\$ 26.25
	\$.00	PENALTY	\$.00
	\$.00	COLL FEE	\$.00
	\$.00	TRANSFER	\$.00
TOTAL	26.25		

TULLY, JOSEPH J.
CLEAN SWEEP & VAC.
BENARD, DAVID (GENERAL)
2201 SE INDIAN ST.
M 6 & 7



IS HEREBY LICENSED TO ENGAGE IN THE BUSINESS OF PROFESSION OR OCCUPATION
OF **PARKING LOT & STREET CLEANING SR**
AT LOCATION LISTED FOR THE PERIOD BEGINNING ON THE
DAY OF **JULY** **25** **2013** TO **12**
AND ENDING SEPTEMBER 30, **2013** 11 2011 87900.0001 26.25 PAID

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY RECEIPTING MACHINE.

ANYONE DOING BUSINESS WITHOUT A VALID BUSINESS TAX RECEIPT IS SUBJECT TO A \$250 FINE. IF NOT PAID BY OCT. 1, A DELINQUENT PENALTY OF 10% FOR THE MONTH OF OCTOBER, PLUS A 5% PENALTY FOR EACH MONTH THEREAFTER UP TO 25%, PLUS COLLECTION COSTS WILL APPLY.

NOTE - A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS BUSINESS TAX RECEIPT EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.

Prohibition Non-Collusion/Conflict of Interest Disclosure Statement

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.

Clean Sweep & Vac, LLC has no 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.

A handwritten signature in black ink, appearing to read "D. Benard", written over a horizontal line.

David Benard

President

Clean Sweep & Vac, LLC

EXHIBIT B

“ORIGINAL REQUEST FOR PROPOSAL AS ISSUED BY CITY”



City of Stuart

300 SW St. Lucie Avenue • Stuart • Florida 34994
Department of Financial Services
Purchasing Division

Lenora Darden, CPPB
Purchasing Buyer
ldarden@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-1202
www.cityofstuart.us

LEGAL NOTICE FOR RFP #2013-124

ANNUAL CONTRACT FOR STREET SWEEPING SERVICES

The Stuart City Commission, Stuart, Florida is soliciting qualified firms to provide Street Sweeping and Parking Lot Cleaning Services in accordance with specifications. Contractor shall furnish all labor, equipment, materials and incidentals required to accomplish the work.

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 300 SW St. Lucie Avenue, Stuart, Florida, by calling (772) 288-5308. The City of Stuart is not responsible for the content of any RFP package received through any 3rd party service or any source other than DemandStar by Onvia or the City of Stuart Purchasing Division. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any other source than the City of Stuart or DemandStar. Questions concerning terms, conditions and/or specifications will be accepted by the Stuart Purchasing Office until 4:00 pm, Wednesday, January 2, 2013. **Contact Lenora Darden at ldarden@ci.stuart.fl.us or by fax at (772) 600-0134.**

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 **no later than 3:00 pm, Wednesday, January 9, 2013**. Submittals will be accepted by hand delivery in the Purchasing Office, City Hall Annex, 300 SW St. Lucie 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, 300 SW St. Lucie Avenue, Stuart, Florida.

A Bid Guarantee in an amount of ten percent (10%) of the total amount proposed is required and must be submitted with the proposal.

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 Bids to:
Stuart City Hall
Purchasing Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

Hand Deliver Bids to:
Stuart City Hall Annex
Purchasing Office
300 S.W. St. Lucie Avenue
Stuart, Florida 34994

Mark outside of envelope: RFP #2013- "Annual Contract for Street Sweeping Services"

Publish Date: December 15, 2012

Stuart City Commission
City of Stuart, Florida

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PART I GENERAL INFORMATION

1.1 OVERVIEW

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 provide Street Sweeping and Parking Lot Cleaning Services, as described herein.

1.2 DEFINITIONS

"Proposer" shall mean Contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposal.

"Equipment" shall also mean street hopper, basin, or terms that relate to street sweeping vehicle.

"NPDES" is a Federal mandate to comply with the National Pollution Discharge Elimination System (NPDES) stormwater permit which is issued by the Florida Department of Environmental Protection agency.

"BMPs" shall mean Best Management Practices mandated by permit for street sweeping services. Excellence in street sweeping shall be interpreted as a clean curb line and in those cases where a median curb exists, a clean median line, free of any visible sand, grass or other debris.

"Public Road" shall mean any road or street under the jurisdiction of and maintained by a public authority and open to public travel. A public authority includes any governmental agency. A road is any open land designed for travel or transportation.

"Road Construction Purposes" shall mean any street sweeping performed while constructing a new road or repairing an existing road, including, but not limited to, the following operations: paving, milling, chip sealing, slurry sealing, or demolition.

"Routine Street Sweeping" shall mean any street sweeping performed for the maintenance or cleaning of streets or roadways. Routine street sweeping shall not include street sweeping done for road construction purposes, or street sweeping in parking lots and private roadways.

"Street Sweeper" shall mean any mechanized vehicle whose main function is to sweep or clean a paved road in order to remove debris or clean the street.

1.3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

Office of Purchasing
City of Stuart Annex
300 S.W. St. Lucie Avenue
Stuart, Florida 34994

1.4 CONTRACT AWARD

The City of Stuart anticipates entering into a contract with the proposer who submits the proposal judged by the City to be most advantageous. The City anticipates awarding one contract, but reserves the right to award to more than one, if it's in the City's best interests to do so

The proposer understands that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist, and is not binding, until proposals are reviewed and accepted by the City and executed by all parties. A sample Contract is attached to this RFP. The City anticipates that the final contract will be in substantial conformance with the Sample Contract; nevertheless, proposers are advised that any contract which may result from the RFP is subject to negotiation and may deviate from the Sample Contract, if in the City's opinion, such deviation is reasonable, justifiable, and serves the best interest of this procurement and the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to enter negotiations with the second, most responsive and responsible proposer determined by the selection committee, or it may re-solicit proposals.

The City reserves the right to reject all proposals, to waive non-material, technical variances in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

1.5 DEVELOPMENT COSTS

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

1.6 INQUIRIES

The City will not respond to oral inquiries. Interested proposers may contact Lenora Darden, Buyer, regarding questions about the proposal at the Purchasing Office, City Hall Annex, 300 SW St Lucie Avenue, Stuart, FL 34994, email: ldarden@ci.stuart.fl.us or facsimile: (772) 600-0134. The Purchasing Office will also receive written requests for clarification concerning the meaning or interpretation of this RFP, until seven (7) days prior to the submittal date. Questions shall be faxed or emailed with reference to the RFP number. All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City prior to opening of the proposals.

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 Purchasing Office.

1.7 TIMETABLES

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

- A. On December 15, 2012 the City issues the RFP.
- B. From December 15, 2012 to January 2, 2013, the City will receive and answer written inquiries received by fax, mail or email.
- C. The City must receive the proposals by the closing time and date of 3:00 PM on January 9, 2013.
- D. The City will review and evaluate the proposals in a timely manner.

- E. Short listed firms may be scheduled for presentations/clarifications as detailed in 4.1 below.
- F. The City may enter into a contract after obtaining appropriate approvals and conducting negotiations. The City will notify all unsuccessful proposers.
- G. Anticipate effective date of the Contract for these services is intended on or about January 29, 2013.

1.8 DELAYS

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

1.9 QUALIFICATION SUBMISSION AND WITHDRAWAL

The City will receive all proposals at the following addresses:

By Mail to:

City of Stuart
Purchasing Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

By Express or Hand Delivery to:

City of Stuart
Purchasing Office
300 S.W. St. Lucie Avenue
Stuart, Florida 34994

To facilitate processing, please mark the outside of the envelope as follows: **RFP #2013-124 “Annual Contract for Street Sweeping Services”** The envelope shall also include the proposer's return address.

Respondents shall submit one (1) original and four (4) copies of the proposal submittal in a sealed envelope marked as noted above. A proposer may submit the proposal by personal delivery, mail, or express shipping service.

***THE CITY MUST RECEIVE ALL PROPOSALS BY
3:00 P.M. ON WEDNESDAY, JANUARY 9, 2013.***

Due to the irregularity of mail service, the City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City's Purchasing Office, as specified above, prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 288-5308, before proposal closing time. A proposal received by the City Purchasing Office after the established deadline will be returned unopened to the proposer.

Proposers may withdraw their proposal submissions by notifying the City in writing at any time prior to the deadline for proposal submittal. Proposers may withdraw their submissions in person or by an authorized representative. Proposers 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. After the deadline, proposals once opened, become a public record of the City 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.

1.10 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 shall be acknowledged. Failure to acknowledge all addenda may result in disqualification.

The City will make every effort to notify registered Proposers by email that an addendum has been made to the RFP. The City shall not be responsible for providing notice of addenda to potential proposers who receive a RFP package from sources other than the City or DemandStar by Onvia.

All addenda issued by the City must be acknowledged within the proposal at the time it is submitted to the City.

1.11 EQUAL OPPORTUNITY

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

1.12 INSURANCE

The respondent, if awarded a contract, shall maintain insurance coverage (Item 5.2) reflecting the minimum amounts and coverages as required by the City.

1.13 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 s. 287 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

1.14 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

1.15 SUBCONTRACTING

If a vendor subcontracts any portion of a contract **for any reason**, the proposer must include, in writing the **name and address of the Subcontractor**. Name of the person to be contacted, include telephone number and extent of work to be performed. This information is to be submitted with RFP response (Item 5.4). If vendor should need to change subcontractor information, changes are subject to the approval by the City. The City reserves the right to reject a proposal of any proposer if the proposal names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contract of a similar nature, or who is not in a position to perform properly under this award.

1.16 PROPOSAL AS PUBLIC DOMAIN

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The proposal will become part of the public domain upon opening. **Vendors shall not submit pages marked "proprietary" or otherwise "restricted"**.

1.17 LICENSES

Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of RFP receipt. The proposal of any Proposer that is not fully licensed and certified shall be rejected.

1.18 BUSINESS TAX RECEIPT

Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the RFP.

1.19 SAFETY STANDARDS

Manufactured items, fabricated assemblies and on-site Contractor services shall comply with all applicable federal, state and local requirements, including but not limited to, Federal safety regulations for grounding of electrical equipment, and Manual on Uniform Traffic Control Devices (MUTCD). For on-site Contractor services, the City reserves the right to request documentation of Contractor compliance with OSHA standards to include but not be limited to: Required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended, and any other applicable federal, state and local regulations.

1.20 OTHER GOVERNMENTAL ENTITIES

When there is sufficient capacity or quantities available, awarded bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms, conditions, and prices of the RFP and resulting contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this contract shall do so independent of any other governmental entity.

1.21 CONTRACT TERM

At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

- A. **Contract Period:** This contract shall be awarded for an initial term of one (1) year subsequent to approval by the proper City authorities. The contract may be renewed for two (2) additional one year periods provided both the successful bidder and the City agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful bidder. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties.
- B. **Option to Extend:** The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the contractor and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for two (2) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed three (3) years. Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the City. Any price increases must be documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

1.22 CONTRACT AMENDMENT

The City reserves the right to delete, add or revise locations under this proposal at any time during the contract term when and where deemed necessary. If any locations are added or deleted from the contract, the rate quoted shall be used to determine the adjusted contract price.

1.23 NON EXCLUSIVE CONTRACT

CONTRACTOR agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

1.24 ESTIMATED QUANTITIES

It shall be understood and agreed that quantities designated herein are estimated only and may be increased or decreased in accordance with the actual requirements of the City. The City may require modifications and changes to this contract, as it relates to quantities, areas, frequency of services and specified services. The Contractor shall provide the City with the cost for such additional services. All rates shall be in accordance with the unit cost structure submitted by the contractor and accepted by the City.

1.25 DEFAULT

In the event that the Contractor cannot respond adequately to the needs of the City by reason of equipment failure or any other reason, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

1.26 BACKGROUND INFORMATION

As part of the evaluation process, the City reserves the right, to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Proposer, including past performance (experience) with the City by the Proposer or any of their Owners.

1.27 REFERENCES/RECORD CHECK

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints (Item 5.3). Proposer's submission of their RFP constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications.

1.28 COMPETENCY OF RESPONDENTS

Pre-award inspection of the proposer's facility may be made prior to award of Contract. Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

1.29 PERFORMANCE EVALUATION

Throughout the contract period the vendor(s) performance will be monitored by City staff. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Purchasing Division.

PART II STATEMENT OF WORK

2.1 PURPOSE

The City of Stuart is soliciting proposals from qualified, experienced firms *or individuals* to provide all labor, equipment, and materials necessary to provide curbside street sweeping and parking lot cleaning services for all areas designated.

2.2 BACKGROUND INFORMATION

The City of Stuart is required by Federal mandate to comply with the National Pollution Discharge Elimination System (NPDES) stormwater permit which is issued by the Florida Department of Environmental Protection agency.

There are a set of Best Management Practices (BMPs) mandated by permit which the city must follow. One of these BMPs is street sweeping. It has been proven that regular maintenance of urban stormwater management systems and pavement significantly reduces pollutant loads contributing to the impairment of receiving waters.

City of Stuart NPDES storm systems maintenance activities remove solids and particulate matter associated with nutrients which contribute to pollution of water bodies. Removing solids and particulate matter by sweeping of streets, curbs and gutters, thus reduces the amount of nutrients available to be carried to water bodies via stormwater runoff.

2.3 SITE INSPECTION

It is the proposer's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Proposers are advised to make a thorough inspection of all streets and parking lots named in these specifications and to take note of any varying degrees of difficulty associated with the work site.

The contractor is to verify to his own satisfaction the mileage figures appearing in these specifications. The streets and lots, as described, are to be swept/cleaned at the prices proposed on the proposal form. After award, no extra charge or compensation will be allowed by the City as a result of differences between actual materials and labor, unless by reason of unforeseeable causes beyond his control and without fault or negligence, including, but not restricted to acts of God or neglect of any other contractor.

2.4 WORK OBJECTIVE

The contractor is to completely remove all sand, paper, glass, litter, grass and other associated debris from the surface of the street and parking lot areas to the degree and extent associated with the Best Management Practices (BMPs). Excellence in street sweeping shall be interpreted as a clean curb line and in those cases where a median curb exists, a clean median line, free of any visible sand, grass or other debris. The City shall be the sole Judge as to the acceptability of the cleaning performed by the contractor.

A. Street Sweeping

1. Remove from the surface of City streets all sand, paper, glass, litter, grass and other associated debris to the degree and extent associated with current BMP's for standard of sweeping excellence.
2. Cleaning method shall be at the option of the contractor and may be power-operated equipment, hand-operated equipment or a combination of both.
3. The contractor will provide the necessary sweeping equipment, operator(s), fuel, oil, water and all other items required to perform street sweeping operations as specified herein.
4. All sweeping activities shall take place in the same directions as the flow of traffic. Any activities that take place opposed to the flow of traffic are considered traffic hazards.

B. Parking Lot Cleaning

1. Approximately eleven (11) municipal parking lots shall be cleaned of all debris, trash, glass, cans, paper, dirt, sand and other refuse either thrown or otherwise accumulated or disposed of in that lot and behind car stops.
2. Cleaning method shall be at the option of the contractor and may be by power-operated equipment, hand-operated equipment or a combination of both.
3. Parking lots will be cleaned twice per month (bi-monthly).

C. Water

1. Water required for street cleaning shall be available for purchase from the fire hydrant located at the Turf & Grounds Division, 920 East 10th Street, Stuart, Florida. The Contractor shall obtain and use a City water meter by making an appropriate deposit with the Utility Billing section of the Department of Administrative Services and Finance, City Hall, 121 SW Flagler Avenue, Stuart, Florida, in compliance with established City procedures.
2. The contractor shall request in writing the use of any City fire hydrants, or City water sources needed, other than that designated, and obtain a city water meter through means of an appropriate deposit. The city shall have final approval of the water sources available and will bill the contractor.

D. Contractor Responsibilities

1. The contractor will be responsible for the posting of temporary "No Parking" signs for some streets. It shall be the responsibility of the contractor to provide, erect and remove the appropriate number of signs, notifying the public of the cleaning operation and temporary ban on parking. Streets to be posted with temporary signs prior to cleaning shall be designated by the City. Vehicles parked in violation of the temporary ban shall be reported to the City. Until such time as the vehicles are removed, the contractor may clean around the vehicles with the sweeping equipment. Cleaning under or adjacent to parked cars will not be the responsibility of the contractor.

2. The contractor must provide a Supervisor who shall keep the City informed of the contractor's activities and have in place a dispatch method available at all times who can be contacted by the City by radio, beepers, cellular phones etc.
3. The contractor is responsible to submit a proposed schedule to the City consisting of planned work to be accomplished. The Public Works Director; or his designee, shall have approval authority over the proposed schedule. Contractor may not change the schedule without the prior written authorization of the Public Works Director, or his designee. The City reserves the right to change the schedule, with adequate notification, so the best benefit of the work can be achieved.
4. The contractor shall request, in writing, the use of any City facility for the disposition of the sweeping debris. The contractor shall be responsible for the hauling and disposal of all sweeping debris.

E. Additional Information

1. In the event a street rehabilitation or improvement project is in progress, that portion of the cleaning cycle will be deleted from the route. The section of the streets deleted may be reentered at the first scheduled cleaning cycle following completion of the work.
2. **Frequency and Areas of Service:** All areas will be swept with the frequency established for that area as designated in Item 2.13.

F. Reports and Records

1. After schedule is approved, the contractor shall provide the City with a written report of the basic, pertinent information relating to the activities of each sweeping shift. This report must be approved by the City.
2. It is a requirement, under this contract, that the sweeper driver log is provided to the Police Department, located at 830 S.E. Martin Luther King Blvd., Stuart, Florida, to ensure verification of contract performance.
3. Any person operating sweeping equipment subject to this rule shall maintain operational and maintenance records showing compliance with manufacturer maintenance recommendations. Such records shall be maintained for a minimum of two years, and shall be submitted to Public Works Director, or his designee upon request.

G. Equipment

1. All equipment to be utilized by the successful proposer to perform the cleaning/sweeping services, as detailed herein, must be approved by the Public Works Director; or his designee. The contractor specifically agrees, to remove and replace any equipment judged by the City to be poorly operating, excessively noisy or dirty, or in any other meaningful way disturbing to the public welfare or producing an unsatisfactory street sweeping function and provide maintenance records of equipment as specified in Paragraph F, Reports and Records above.

2. Equipment must be equipped, at a minimum, with a flashing amber light and arrow board, both visible for a maximum of one (1) mile and mounted for maximum visibility. All warning signals must comply with the standards set forth in the Manual for Uniform Traffic Control Devices (MUTD).
3. Vacuum sweeping equipment with a water spray system is required to provide contracted cleaning services. Equipment must have a minimum of a 74 inch wide sweep pass with a left and right gutter broom. Sweepers should be capable of removing all normal levels of debris and material from the street and curbside in one pass. The sweeping equipment shall not exhibit an excessive noise level that could disturb adjacent property owners. Please list equipment in Item 5.5.

2.5 OPERATING AND WASTE REMOVAL PROCEDURES

The sweeper hopper must be clean and empty when starting the route. The material collected by the sweeper must be collected solely within the City of Stuart city limits. If transferring collected material from sweeper to a dump truck or other vehicle, the transfer vehicle must be clean and empty. Do not mix or combine sweeper solids collected inside city limits with material collected outside Stuart City limits.

The contractor shall be responsible for the hauling and disposal of all sweeping debris. The collected solids and particulate matter must be taken to a landfill that accepts street sweeping material. The contractor shall request, in writing, the use of any city facility for the disposition of the sweeping debris.

The material must be weighed at the landfill with gross and net weights. A copy of the dump ticket/tipping fees must be submitted to the City. Reporting weight (tons/pounds) of material is preferred, but volume (cubic yards) is acceptable. Contractor is responsible to pay upfront tipping fees and City will reimburse tipping fees as specified below.

The City reserves the right to collect a sample of material from the street sweeper hopper, or transfer vehicle, before the material is transported to the landfill. The time and location for collection of the sample will be determined by advance notice.

2.6 INSPECTION and DIRECTION

The work will be conducted under the general direction of the Public Works Director or designee, and is subject to inspection to insure compliance with the terms of the RFP. The Public Works Director or designee will make final inspection of the work covered by this contract when it is completed and finished in all respect in accordance with specifications and must be approved before payment is made. The contractor will notify the City upon completion of a cycle of work and the City agrees to provide inspection of the reported work within two (2) working days following the report of work completion. Any work found to be unsatisfactory by the City shall be reported to the contractor within that same period. The contractor agrees to finish all work to the satisfaction of the City, at no additional cost, prior to receiving payment for such work.

2.7 INVOICING AND PAYMENT

The City requires a firm price for each contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through each contract term will be grounds for contract termination.

Street sweeping service shall be measured for payment by the total number of curb miles. The miles shall be calculated to the nearest one-tenth (1/10) of a mile. The contractor must invoice the City on a monthly basis for the amount of service actually performed including tipping fees.

Invoices shall state the area swept by street; number of curb miles and parking lot(s); and amount of all fees associated with disposal by attaching a copy of dump ticket.

Payment will be made on a monthly basis upon completion and acceptance of the work, net 30 days.

2.8 BUSINESS OPERATIONS

A. **Hours of Operation:** Unless otherwise directed by the Public Works Director; or his designee, the successful Contractor(s) shall insure that the following schedule is adhered to and services as required must be scheduled to insure that **all residential areas must be swept between the hours of 7:00 AM and 3:00 PM; all areas designated as nighttime service are commercial areas and must be swept between the hours of 8:00 PM and 6:00 AM.**

B. **Inclement Weather Conditions:** Upon approval by the Public Works Director or designee, the Contractor may cease operations of services during inclement weather conditions. If conditions prevents adherence to the regular sweeping schedule for up to two (2) days in a given week, the City may require affected areas be swept within two (2) working days without interruption of the regular sweeping schedule.

C. **Observed Holidays**

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day & Day After	Christmas Day

2.9 START OF WORK AND TIME FOR COMPLETION

It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this contract. By submitting a proposal response, successful respondent agrees to start the work within 30 days of issuance of Notice to Proceed. Awarded vendor is to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to insure the cleanliness of streets and parking lots are completed within timeframes as specified in the approved schedule.

2.10 PUBLIC SAFETY AND CONVENIENCE

In the Contractor's use of streets and parking lots for the work to be done under these specifications, he/she shall conform to all Municipal, County, State and federal laws and regulations as applicable.

The Contractor shall at all times so conduct his/her work so as to ensure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of work, and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property, in a manner satisfactory to the Public Works Director or appointed designee.

There shall be no obstruction of the travel lanes between the hours of 7-9am and 4-6pm without approval from the Public Works Director or designee.

No road or street shall be closed to the public, except with the permission of the using department and proper governmental authority. Fire hydrants on or adjacent to the work area shall be kept accessible to fire-fighting equipment at all times. Temporary provision shall be made by the Contractor to ensure the use of sidewalks, public telephones and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches.

2.11 PROTECTION OF PROPERTY

The Contractor shall provide all signs, barricades, and/or flashing lights, and take all necessary precautions to protect buildings and personnel. All work shall be complete in every respect and accomplished in a satisfactory, workmanlike manner and contractor shall provide for timely removal of all debris which results from this contracted service.

The Contractor shall at all times guard against damage or loss to the property of the City of Stuart, including but not limited to safeguard sidewalks, curbing, road surfaces and motor vehicles on or around all job sites. Damage to public or private property shall be the responsibility of the Contractor and shall be held responsible for replacing or repairing any such loss or damage at the expense of the Contractor, The City of Stuart may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or their agents.

The Contractor shall be responsible for the protection of property in the areas in the adjacent vicinity of the project(s); and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

2.12 BONDS

A proposal guarantee must be submitted with the proposal. The bond shall be in an amount equal to ten percent (10%) of the total amount, if the total amount proposed exceeds \$25,000. The guarantee may be in the form of a Surety Bond with a carrier duly licensed and authorized to do business in the State of Florida, a Cashier's Check or a Certified Check (checks made payable to The City of Stuart). Purpose of the proposal guarantee is to assure the apparent low, responsive and responsible proposer will enter into a contract to provide the described services. Should the proposer not enter into a contract the proposal guarantee shall be retained by the City to defray the additional costs of either awarding to the second low, responsive and responsible proposer or re-advertise and re-solicit the project.

The successful proposer, when awarded a contract, will be required to furnish a performance bond with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent (100%) of the total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

2.13 SWEEPING AREAS/LOCATIONS LIST

TABLE #1 CURBED CITY STREETS								
Night/Day	Street Name	From/To	Median	Curb	Monthly Frequency	Sides to be Swept	Curb Miles	Monthly Miles
N	Osceola St.	St. Lucie Ave. to Colorado Ave.	No	Yes	12	Both	0.2	2.4
N	Osceola St.	Colorado Ave. to Balboa Ave.	Yes	Yes	4	Both	1.5	6.0
N	Hospital Ave.	East Ocean Blvd to Osceola St.	No	Yes	4	Both	0.1	0.4
N	Georgia Ave.	East Ocean Blvd to Osceola St.	No	Yes	4	Both	0.1	0.4
N	Florida Ave.	East Ocean Blvd to Osceola St.	No	Yes	4	Both	0.1	0.4
N	Denver Ave.	East Ocean Blvd to Seminole St.	No	Yes	4	Both	0.2	0.8
N	Detroit Ave.	East Ocean Blvd to Seminole St.	No	Yes	4	Both	0.2	0.8
D	Seminole St.	Saint Lucie Ave. to Detroit Ave.	No	Yes	4	Both	0.5	2.0
N	St. Lucie Ave.	Flagler Ave. to Dead End	No	Yes	12	Both	0.1	1.2
N	West 3 rd St.	US 1 to A1A/Dixie Hwy.	No	Yes	4	Both	0.3	1.2
N	Akron Ave.	West 5 th St. to Joan Jefferson Way	No	Yes	4	Both	0.5	2.0
D	East 5 th St.	Colorado Ave. to A1A/Dixie Hwy	No	Yes	4	Both	0.1	0.4
D	Camden Ave.	Dead End to West Ocean Blvd	No	Yes	4	Both	0.5	2.0
D	Albany Ave.	West Ocean Blvd to A1A/Dixie Hwy	No	Yes	4	Both	0.2	0.8
N	Joan Jefferson Way	FEC RR Tracks to Anchorage Way	No	Yes	4	Both	0.4	1.6
D	West 1st St.	Albany Ave. to A1A	No	Yes	4	Both	0.1	0.4
D	W. Ocean Blvd	A1A to US 1	No	Yes	4	Both	0.4	1.6
D	Hudson Ct.	Johnson Ave. to US1	No	Yes	4	Both	0.1	0.4
D	MLK Jr. Blvd	Colorado Ave. to Bayou Ave.	No	Yes	4	Both	1.0	4.0
D	Dixie Lane/Forrest Park	East 10th St. to East 10th St.	No	Yes	1	Both	0.8	0.8
D	Lee Ray Road	Central Pkwy to Monterey Rd.	No	Yes	1	Both	0.4	0.4
D	Central Pkwy	US 1 to Kanner Hwy	Yes	Yes	1	Both	1.1	1.1

TABLE #1 CURBED CITY STREETS (CONT'D)

Night/Day	Street Name	From/To	Median	Curb	Monthly Frequency	Sides to be Swept	Curb Miles	Monthly Miles
D	California	West 5th St. to A1A/Dixie Hwy	No	Yes	4	Both	0.5	2.0
D	Nassau Ave.	Lake St. to East 10th St.	No	One side	1	Both	0.4	0.4
D	Bahama Ave.	MLK Jr. Blvd to East 10 th St.	No	One side	1	Both	0.4	0.4
D	East Ave.	MLK Jr. Blvd to Florida St.	No	Yes	1	Both	0.4	0.4
D	Tarpon Ave.	MLK Jr. Blvd to East 10 th St.	No	Yes	2	Outside	0.4	0.8
N	Flagler Ave.	Colorado Ave. to Fishing Pier	Yes	Yes	12	Both	0.8	9.6
N	Wright Blvd	A1A/SR 707/Dixie Hwy to US 1	No	Yes	1	Both	0.2	0.2
N	Colorado Ave.	Flagler Ave. to Seminole St.	No	Yes	12	Both	0.2	2.4
D	West 5 th St.	Colorado Ave. to Akron Ave.	No	Yes	2	Both	0.2	0.4
D	East 6 th St.	Colorado Ave. to California Ave.	No	Yes	2	Both	0.2	0.4
Total Curb Miles							12.6	48.1

TABLE #2 UNCURBED CITY STREETS

Night/Day	Street Name	From/To	Median	Curb	Monthly Frequency	Sides to be Swept	Curb Miles	Monthly Miles
D	Kindred Ave.	Colorado Ave. to Johnson Ave.	No	No	1	Both	0.3	0.3
D	Johnson Ave.	US 1 to Kindred Ave.	No	No	1	Both	0.4	0.4
D	Delaware St.	MLK Jr. Blvd to East 5th St.	No	No	1	Both	0.2	0.2
D	West 5 th St.	Georgia Ave. To Colorado Ave.	No	No	1	Both	0.1	0.1
D	Georgia Ave.	MLK Jr. Blvd to East Ocean Blvd	No	No	1	Both	0.5	0.5
D	Stypmann Blvd	Georgia Ave. to Flagler Ave.	No	No	1	Both	0.4	0.4
D	West 6th St.	Colorado Ave. to A1A	No	No	1	Both	0.3	0.3
D	North Fork Rd.	North River Dr. to North Federal Hwy	No	No	1	Both	0.4	0.4
D	N. River Dr.	North Fork Dr. to North Federal Hwy	No	No	1	Both	0.8	0.8
D	Treasure Rd	North River Dr. to Terrace Rd.	No	No	1	Both	0.1	0.1
D	Terrace Rd.	North River Rd. to North River Rd.	No	No	1	Both	0.6	0.6
D	Church St.	Central Ave. to Tarpon Ave.	No	No	1	Both	0.3	0.3

TABLE #2 UNCURBED CITY STREETS (CONT'D)

Night/Day	Street Name	From/To	Median	Curb	Monthly Frequency	Sides to be Swept	Curb Miles	Monthly Miles
D	Tarpon St.	MLK Jr. Blvd to East 10 th St	No	No	2	Both	0.5	1.0
D	East 10 th St.	Hibiscus Ave. to Bayou Ave.	No	No	2	Both	1.2	2.4
D	Lake St.	Tarpon Ave. to Central Ave.	No	No	1	Both	0.6	0.6
D	Providence Rd.	North River Dr. to Terrace Rd.	No	No	1	Both	0.1	0.1
Total UnCurbed Miles							6.8	8.5

TABLE #3 COUNTY/STATE ROADS

Night/Day	Street Name	From/To	Median	Curb	Monthly Frequency	Sides to be Swept	Curb Miles
N	Kanner Hwy	Monterey Rd. to US 1	Yes	Yes	1	Both	4.0
N	US 1	Indian St. to Wright Blvd	Yes	Yes	1	Both	17.2
N	Monterey Ext.	East Ocean Blvd to US 1			1	Both	3.6
N	A1A/SR 707/Dixie Hwy	West Ocean Blvd to Wright Blvd	No	Yes	1	Both	3.2
N	East Ocean Blvd	Georgia Ave to Evans Crary Bridge	N/A	Yes	1	Both	2.2
N	East Ocean Blvd	Georgia Ave to Colorado Ave	Yes	Yes	4	Both	2.4
N	Colorado Ave.	US 1 to Dixie Hwy	Yes	Yes	4	Both	3.2
N	Palm Beach Rd.	Osceola Cir. To Dixie Hwy	Yes	Yes	1	Both	2.2
Total Curb Miles							38.0

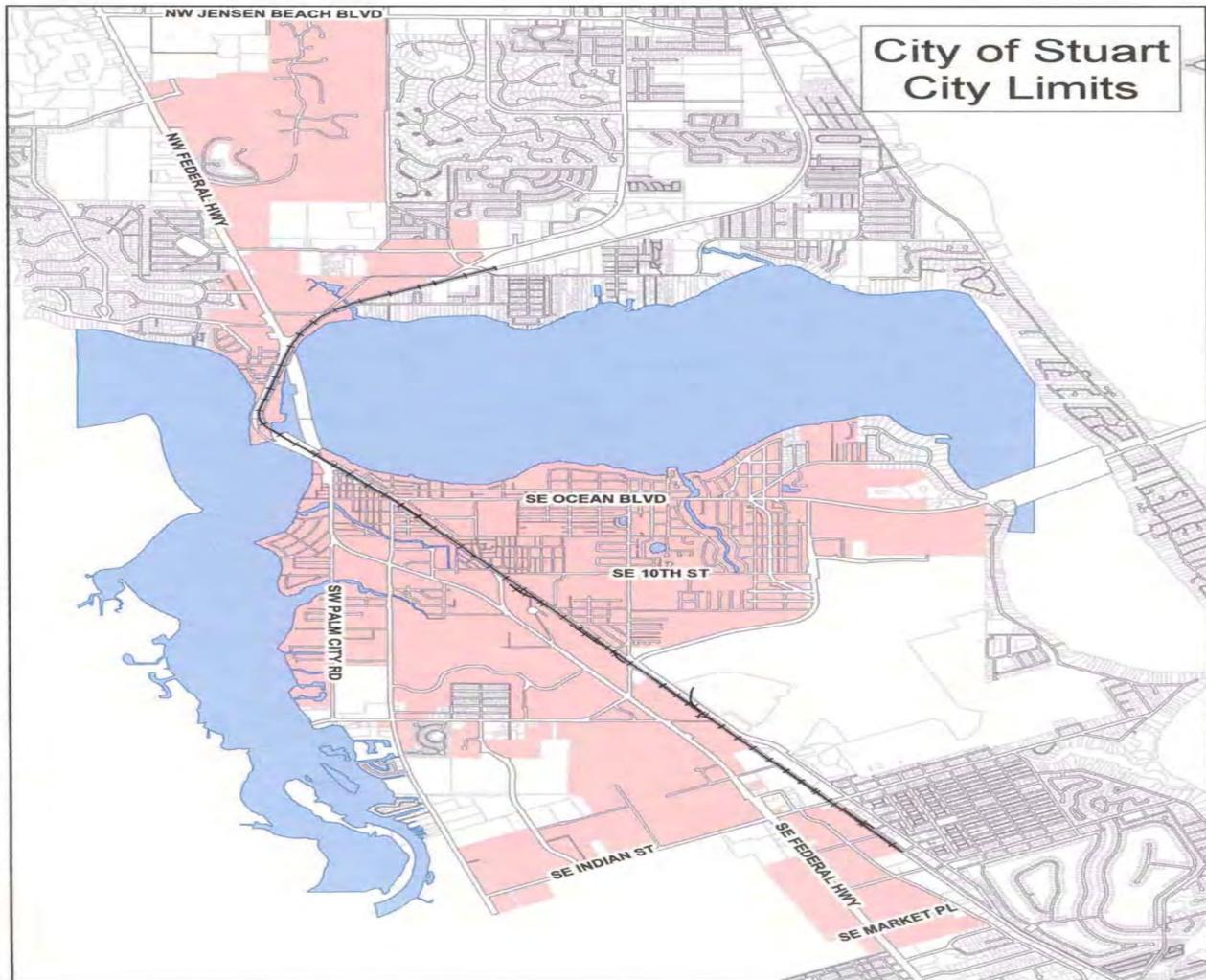
TABLE #4 CITY PARKING LOTS

Night/Day	Lot Name	Location	Median	Curb	Monthly Frequency
N	Shepard Park	West Ocean Blvd west of US 1	No	No	2
N	City Hall	121 SW Flagler Ave.	Yes	No	2
D	T&G Service Road, WTP, Dist. & Collect.	East 10 th St., West of Palm Beach Road	No	No	2
N	East 10th St. Rec. Center	724 East 10th St.	No	No	2
D	PW Complex Parking	MLK Jr. Blvd & Georgia Ave.	No	No	2

TABLE #4 CITY PARKING LOTS (CONT'D)

Night/Day	Lot Name	Location	Median	Curb	Monthly Frequency
N	Sailfish Parking Lot	Joan Jefferson Way	Yes	Yes	2
N	Kiwanis Parking Lot	Dixie Hwy & Colorado Ave.	Yes	Yes	2
N	Osceola Parking Lot	Osceola St. next to Masonic Lodge	No	Yes	2
N	Public Safety Complex	800/830 MLK Jr. Blvd	Yes	Yes	2
D	Poppleton Creek Park	Central Pkwy	No	No	2
N	Brunner Pond Park	MLK Jr. Blvd	No	No	2
Total Parking Lots					22

2.14 CITY MAP



PART III INSTRUCTIONS FOR PREPARING SUBMISSIONS

3.1 RULES FOR SUBMISSIONS

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFP. The interested firm or individual must submit one (1) original and four (4) copies of their proposal. Please tab all support documents or attachments according to the order established in the following paragraph.

3.2 PROPOSAL FORMAT

Proposers should prepare their proposals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the City has no previous knowledge of their product or capabilities. Proposals should clearly describe the services, specifying where it meets, exceeds or does not comply with the general specifications.

Letter of Transmittal: The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Contractor's understanding of the scope of work and make a positive commitment to timely perform the work within budgetary requirements. An agent authorized to contractually bind Contractor must sign the Letter of Transmittal indicating the agent's title or authority. The transmittal letter shall not exceed two pages in length.

Tab 1: Qualifications/Knowledge/Experience

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 and estimated response time to a call for service, 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 subcontractor shall be identified, and the working relationship between the proposer and subcontractor shall be explained (Item 5.4). Subcontractor shall also provide key personnel resumes.

The firm shall provide sufficient competent and qualified personnel to effectively carry out its responsibilities under the Contract. The firm shall utilize only competent personnel who are qualified by experience and education.

Proposers may submit such additional information as to their qualifications, experience and expertise as they may feel necessary to establish their level of proficiency in this area.

Tab 2 ~ 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 Projects 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)
- Contract Dates
- Nature of work involved in project
- Total Value of the Project

Tab 4 ~ Compensation Schedule: Insert all requested pricing in the attached Price Proposal Form. The proposed fees shall include all overhead and expenses.

Tab 5 ~ Submittal Forms: Include references (Item 5.3), subcontractors list (Item 5.4), and Contractor's equipment list (Item 5.5),

Tab 6 ~ Insurance: Provide a statement agreeing to obtain (prior to award) Insurance with coverages as detailed in Item 5.2. 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-contractors on its policy or require the sub-contractors to conform to all requirements for insurance contained herein. Subcontractors must be provided on Item 5.4.

Tab 7 ~ Prohibition Non-Collusion/Conflict of Interest Disclosure Statements

- A. 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."
- B. 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.
- C. Signature on the transmittal letter shall certify the veracity of these statements.

Tab 8 ~ Optional 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 9 ~ 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’s selection committee will evaluate proposals and will select the proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. This criterion shall be utilized in the evaluation of the proposals.

1. The City’s evaluation criteria will include, but not be limited to, consideration of the following:

<u>EVALUATION CATEGORIES</u>	<u>POINTS POSSIBLE</u>
Overall qualifications, knowledge, & experience.	30 pts
Operational Plan	25 pts
Past Projects of similar nature in Florida	15 pts
Proposed price for work to be accomplished.	20 pts
Location of proposer. (proximity of proposer to City of Stuart)	10 pts

B. 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 an agreement with the highest ranked individual/firm; or to interview the most qualified Respondents prior to requesting authorization to negotiate an agreement 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.

C. 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.

D. 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 of 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 that 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 Item 1.4 above, the City reserves the right to reject all proposals, to waive any irregularities, and to re-advertise and solicit for other proposals.

E. 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 Contractor 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 close of business on the proposal opening date, 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 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 Contractor 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.

F. Contact Person: Questions or requests for additional information shall be directed to Lenora Darden, CPPB, Purchasing Buyer, at (772) 288-5308, fax (772) 600-1202, or email: ldarden@ci.stuart.fl.us between the hours of 7:30 a.m. and 4:00 p.m., local time, weekdays.

G. Purchasing Card Program: Preferred method of payment is by means of the City of Stuart Purchasing Card (VISA). The selected Bidder(s) can take advantage of this program and in consideration receive payment within several days, instead of the City’s policy of Net 30 Days After Receipt of Invoice (ARI).

1. Bidders are requested to acknowledge acceptance of purchasing VISA card on the Proposal Form. In the event of failure on the part of the Proposer to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.

2. The City of Stuart offers bidders who commit to accepting the Purchasing Card as payment a one percent (1%) reduction in their proposal price for evaluation purposes only. When evaluating prices submitted by proposers in response to this solicitation, the total offered price of a proposer committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other proposers' offered price. If the committed bidder is awarded the contract, the award will be at the *negotiated contract* price.

PART V RFP SUBMITTALS

5.1 PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Values must be provided for all categories below and must represent the total cost for each service. No additional charges will be invoiced to or paid by the City of Stuart.

ITEM	DESCRIPTION	UNIT	PRICE
1	Street sweeping services as described herein.	Per Mile	\$
2	Parking lot / cleaning services as described herein	Per Lot	\$
Preferred method of payment is by the City Purchasing Card (VISA). DO YOU ACCEPT THE PURCHASING CARD (VISA)? Yes <input type="checkbox"/> No <input type="checkbox"/>			

The Respondent certifies that as a condition of bidding he will hold good his proposal prices for a minimum period of **ninety** (90) calendar days from the date bids are opened.

The City of Stuart offers proposers who commit to accepting the Purchasing Card, noted above in the Proposal Form as payment method, a one percent (1%) reduction in their overall price for evaluation purposes only. When evaluating prices submitted by proposers in response to this solicitation, the total offered price of a proposer committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other proposers' offered price. If the committed proposer is awarded the contract, the award will be at the negotiated contract price.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive and no further evaluation of the proposal will occur.

Addendum(s) # _____ through # _____ Respondent's Initials _____

(Signature)

(Printed Name)

Name of Company, Firm

(Printed Title)

Telephone Number

Facsimile Number

Email Address

5.2 INSURANCE REQUIREMENTS

- A. The successful proposer shall **not** commence any work in connection with this agreement until it 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.
- B. Proof of the following insurance will be furnished by the successful bidder by Certificate of Insurance, which names the bidder, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manger, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.
- C. All contractors including any independent contractors and subcontractors utilized must comply with the following insurance requirements:
1. Commercial General Liability: The Contractor/Lessee/Service Provider shall, during the life of this agreement take out and maintain broad form Commercial General Liability [including premises/operations; products/completed operations with the XCU hazards; personal /advertising injury; and fire damage (minimum \$100,000)] for limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate relative to any agreement resulting from this solicitation with the City of Stuart.
 2. An Additional Insured endorsement MUST be attached to the Certificate of Insurance and MUST include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products and Completed Operations Coverage to be provided for a minimum of 10 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided. XCU coverage is to be included. Coverage is to include a Cross Liability or Severability of Interests Provision.
 3. Umbrella Liability: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Agreement, Umbrella Liability Insurance with limits of not less than \$5,000,000 per occurrence covering all work performed under this contract.
 4. Business Automobile: The Contractor/Lessee/Service Provider shall during the life of this agreement take out and maintain Business Automobile Liability form with coverage for symbol I (any auto) with limits of not less than \$1,000,000.00 combined single limit or \$500,000.00 per person/ \$1,000,000.00 per accident bodily injury and \$250,000.00 per accident property damage.

5. Worker's Compensation Insurance: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project. In case any work is sublet, the Contractor 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 Contractor. 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 \$1,000,000.
6. 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 Contractor and/or subcontractor providing such insurance.
7. Owner's Protective Liability Insurance: The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from his operations under the Contract.
8. Certificates of Insurance: The Contractor **upon notice of award** will furnish Certificate of Insurance Form. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:
 - a. The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
 - b. 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.
 - c. City shall be listed as Additional Insured on Commercial General Liability Insurance, Automobile Liability Insurance.

NOTE: The City can decrease or increase these limits, depending on the project, at its sole discretion. Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Manager.

9. Florida East Coast Railway Right of Way: Whenever a City contractor is constructing within or immediately adjacent to the Florida East Coast Railway Company's right-of-way, it will be mandatory that the contractor carry separate bodily injury and property damage insurance in the amounts as stated below. This insurance shall be taken out and maintained during the life of the contract.
 - a. Bodily injury insurance in an amount not less than \$500,000.00 for injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of any one occurrence, and

- b. Property damage insurance in an amount not less than \$500,000.00 for damages on account of any one occurrence and in an amount not less than \$1,000,000.00 for damages on account of all occurrences
 - c. The above insurance requirements PERTAIN ONLY TO WORK DONE WITHIN FLORIDA EAST COAST RAILWAY Right-of-way. The above paragraphs are to be incorporated under the heading "Public Liability Insurance".
 - d. In addition to the above, the contractor will prior to initiating work contact the Florida East Coast Railway and ensure that they have adequate plans for the work to be constructed; that they are aware of the beginning and completion dates of said work, that no work to be accomplished will hazard or endanger any FEC trains or property; and that their Signal Group is notified to provide locates for their underground utilities (the FEC is not notified by Sunshine One Call). The Telephone number for the FEC Signal Group is: 1-800-342-1131 extension 2377 or 1-904-826-2377.
- D. By submitting a proposal the Contractor certifies that he is aware of the above requirements and will comply with them.

5.3 REFERENCE FORM

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#1 REFERENCE

Company/Entity Name:		
Address		
City	, State	Zip Code
Contact Name:	Title:	
Phone No:	Fax:	Email:
Date of Service or Contract Period:	Location	
Summary of Services Performed	Governmental or Private	
Dollar Value of Contract \$		

#2 REFERENCES

Company/Entity Name: _____		
Address _____		
City _____,	State _____	Zip Code _____
Contact Name: _____	Title: _____	
Phone No: _____	Fax: _____	Email: _____
Date of Service or Contract Period: _____	Location _____	
Summary of Services Performed _____	Governmental or Private _____	
Dollar Value of Contract \$ _____		

#3 REFERENCES

Company/Entity Name: _____		
Address _____		
City _____,	State _____	Zip Code _____
Contact Name: _____	Title: _____	
Phone No: _____	Fax: _____	Email: _____
Date of Service or Contract Period: _____	Location _____	
Summary of Services Performed _____	Governmental or Private _____	
Dollar Value of Contract \$ _____		

Company Name _____

5.4 SCHEDULE OF SUBCONTRACTORS PARTICIPATION

If proposers are subcontracting, this information is to be submitted with their submittal response in writing on the attached form or as a separate attachment subcontractor's information as follows; name, address, type of work to be performed and percentage of work that may be provided by Subcontractor.

<p>Name of Subcontractor: _____</p> <p>Contact Name: _____</p> <p>Address, City, State, Zip, Phone: _____</p> <p>_____</p> <p>Type of Work to be Performed: _____</p> <p>License No. _____ Percentage of Work _____%</p>
<p>Name of Subcontractor: _____</p> <p>Contact Name: _____</p> <p>Address, City, State, Zip, Phone: _____</p> <p>_____</p> <p>Type of Work to be Performed: _____</p> <p>License No. _____ Percentage of Work _____%</p>
<p>Name of Subcontractor: _____</p> <p>Contact Name: _____</p> <p>Address, City, State, Zip, Phone: _____</p> <p>_____</p> <p>Type of Work to be Performed: _____</p> <p>License No. _____ Percentage of Work _____%</p>
<p>Name of Subcontractor: _____</p> <p>Contact Name: _____</p> <p>Address, City, State, Zip, Phone: _____</p> <p>_____</p> <p>Type of Work to be Performed: _____</p> <p>License No. _____ Percentage of Work _____%</p>

Company Name _____

5.5 EQUIPMENT SUPPLIED BY CONTRACTOR

ITEM	QTY	DESCRIPTION	MANUFACTURER
1			
2			
3			
4			
5			

5.6 PROPOSAL CHECKLIST FORM

A. All proposals shall be submitted in the format identified. Failure to submit the required documentation in the format identified may cause the proposal to be rejected. This form is to be submitted with proposal package.

- 1. Letter of Transmittal Yes No
- 2. Acknowledgment of addendum & submission with RFP Yes No
- 3. Proposal Form & equipment Information Yes No
- 4. Proof that Firm name is registered with their State of Origin Yes No
- 5. Submit a copy of all Licenses, Certificates, Registrations, Permits etc. Yes No
- 6. Submit 10% bond guarantee, if total exceeds \$25,000 Yes No
- 7. Submit any data in reference to Contract Performance Yes No
- 8. Evidence of Insurance Yes No
- 9. Reference Form Yes No
- 10. Subcontractors Form Yes No
- 11. Additional Data is submitted (Optional) Yes No
- 12. Total of Five (5) sets (one (1) original and four (4) copies are submitted) Yes No

RFP 2013-122

(to be submitted with RFP response)

COMPANY NAME: _____

5.7 STANDARD "SHORT FORM CONTRACT"

CONTRACTOR: _____

PROJECT: **RFP #2013-124: ANNUAL CONTRACT FOR STREET SWEEPING SERVICES**

CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter "Contract," made and entered into the ____ day of _____, 2012 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 Street Sweeping Services by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide Street Sweeping Services pursuant to this Contract as hereinafter provided. These services will include all labor, equipment, and materials necessary to provide Street Sweeping Services as provided on the approved schedule.

Section 1. Scope of Service

Contractor shall work with City staff in advising the City and the City Commission regarding Street Sweeping Services as rendered. The services will be those customarily attendant to Street Sweeping and Cleaning Services. 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 #2013-124 as accepted by the CITY) and Exhibit B (CITY's original Request For Proposals) incorporated herein.

III. CONTRACT PROVISIONS

Section 1. Period of Service

1.1 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 Street Sweeping Services in accordance with Contractor's pricing schedule formalized in "Exhibit A-Price Proposal Form" to this Contract. Contractor's pricing schedule may be updated annually prior to each optional renewal period.

2.2 Invoices

Contractor shall submit invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and include, but not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City.

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. Guarantee

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the City any damage caused during the work. Contractor further guarantees the successful performance of the work for the service intended. If the City deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

Section 4. Audit

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 5. Contractor Responsibility

5.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement 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.

5.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

5.3 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 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. CITY's Obligations

7.1 Project Manager

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is Milton Leggett, Deputy Public Works Director.

The Project Manager for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the Project is:

(name, title)
(mailing address)
(phone/fax)

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 Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.

8.4.1 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 Agreement 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 inspection on a definite date, at least two (2) calendar days thereafter, which shall be stated in such notice.

8.5 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

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

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

Section 10. Insurance.

10.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Item 5.2 of the Request for Proposal and included in "**Exhibit B**" of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manger, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in "**Exhibit B**" attached hereto.

10.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

Section 11. Professional Standards

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

Section 12. Non-Appropriation

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

Section 13. General Conditions

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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 14. Exhibits

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

“**Exhibit A**” - "Proposal as Submitted by Respondent and Accepted by City"

“**Exhibit B**” - “Original Request for Proposal as Issued by City, including all Addenda”

“**Exhibit C**” - "Insurance and Indemnification."

“**Exhibit D**” – “Performance Bond”

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

Paul Nicoletti
City Manager

APPROVED AS TO FORM
AND CORRECTNESS:

Michael Durham
City Attorney

WITNESSES:

CONTRACTOR

(Signature)

(Signature)

(Signature)

Printed Name

Title

EXHIBIT A

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

EXHIBIT B

“ORIGINAL REQUEST FOR PROPOSAL AS ISSUED BY CITY”

EXHIBIT C

“INSURANCE AND INDEMNIFICATION”

EXHIBIT D

“PERFORMANCE BOND”

EXHIBIT C

“INSURANCE AND INDEMNIFICATION”



CERTIFICATE OF LIABILITY INSURANCE

CLEAN-2 OP ID: VR

DATE (MM/DD/YYYY)

01/23/13

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 Celedinas Insurance Group -PBG 4283 Northlake Blvd. Palm Beach Gardens, FL 33410 David Kincaid, CIC	561-622-2550	CONTACT NAME:	
	561-721-0540	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Hanover American Insurance Co.			
INSURER B : Hanover Insurance Group			22292
INSURER C : Underwriters at Lloyd's,London			
INSURER D :			
INSURER E :			
INSURER F :			

INSURED
Clean Sweep & Vac
2201 SE Indian St, #M6
Stuart, FL 34997

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	GENERAL LIABILITY	X		LZJ6669310	11/09/12	11/09/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						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 - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY			AZJ6670339	11/09/12	11/09/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N / A If yes, describe under DESCRIPTION OF OPERATIONS below
C	Property			412BR1151	11/09/12	11/09/13	BPP 25,000
							BI/WEE 40,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Stuart is an additional insured.
 Re:RFP #2013-124, Annual Contract for Street Sweeping Services.

CERTIFICATE HOLDER

CANCELLATION

City of Stuart
Parks Dept
910 E 10th St
Stuart, FL 34994

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/7/2013

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 FRANKCRUM INSURANCE AGENCY, INC. 100 S. MISSOURI AVE. CLEARWATER FL 33756	CONTACT NAME:	PHONE (A/C, No, Ext): 1-800-277-1620 x4800		FAX (A/C, No): 727-797-0704
	E-MAIL ADDRESS:			
INSURED FrankCrum 1-800-277-1620 100 S MISSOURI AVENUE CLEARWATER FL 33756	INSURER(S) AFFORDING COVERAGE			NAIC#
	INSURER A:	FRANK WINSTON CRUM INSURANCE CO.		11600
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			

COVERAGES CERTIFICATE NUMBER: 216736 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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC201300000	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 EFFECTIVE 06/11/2011, COVERAGE IS FOR 100% OF THE EMPLOYEES OF FRANKCRUM LEASED TO CLEAN SWEEP & VAC, LLC (CLIENT) FOR WHOM THE CLIENT IS REPORTING HOURS TO FRANKCRUM. COVERAGE IS NOT EXTENDED TO STATUTORY EMPLOYEES.

CERTIFICATE HOLDER City of Stuart Parks Dept. 910 E 10th St. Stuart, FL 34997	CANCELLATION 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

EXHIBIT D

“PAYMENT AND PERFORMANCE BOND”

PERFORMANCE BOND

Form to be Used When Bonding Only One Year
of a Multi-Year Contract

(Page 1 of 2)

Effective Date: 01/29/2013

Bond No. #71371603

KNOW ALL MEN BY THESE PRESENTS: That, Clean Sweep & Vac, LLC, 2201 SE Indian Street,
Building M-6, Stuart, FL 34997

(hereinafter called Principal) as Principal, and Western Surety Company, P. O. Box 5077,
Sioux Falls, SD 57117-5077

a corporation duly organized under the laws of the State of South Dakota

and duly authorized and licensed to do business in the State of Florida

(hereinafter called Surety), as Surety, are held and firmly bound unto The City of Stuart, 300 S W
St. Lucie Avenue, Stuart, FL 34994

(hereinafter called the Obligee), as Obligee, in the full and just sum of TWENTY FOUR THOUSAND NINE

HUNDRED THIRTY-FIVE XX/100----- Dollars (\$ 24,935.00*****),

to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a certain written contract with the above mentioned Obligee dated January 29, 2013 for RFP #2013-124 Annual Contract
for Street Sweeping Services

for a period of three (3) years which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, and

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract for a period of only one year.

NOW, THEREFORE, if Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PERFORMANCE BOND

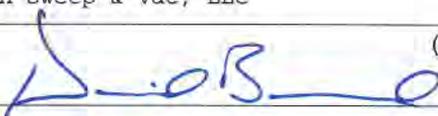
(Page 2 of 2)

PROVIDED, HOWEVER, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning January 29, 2013 and ending January 29, 2014.
2. In the event of default by the Principal in performance of the contract during the term of this bond the Surety shall be liable only for the loss to the Obligee for actual excess costs of performance of the contract up to the expiration of the term of this bond and in no event shall the liability of the Surety exceed the penal sum stated in this bond.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be instituted or maintained against the Surety under this instrument unless same be brought or instituted and process served upon the Surety within one year after the expiration of the term of this bond.
4. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a performance bond for subsequent terms under said contract shall constitute loss to the Obligee recoverable under this bond.
5. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety and the Principal but regardless of the number of extensions for additional terms and the number of premiums which shall be payable or paid, the liability of the Surety hereunder shall not be cumulative from year to year nor period to period.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

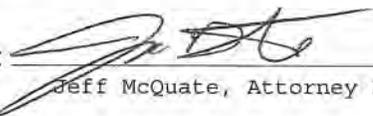
Signed and sealed this 25th day of January, 2013.

Clean Sweep & Vac, LLC

By: 

(Principal)

Western Surety Company

By: 

(Surety)

Jeff McQuate, Attorney In Fact



Western Surety Company

PAYMENT BOND ANNUAL BOND FOR A MULTI-YEAR CONTRACT

Bond No. #71371603

KNOW ALL MEN BY THESE PRESENTS, That we, Clean Sweep & Vac, LLC

of 2201 SE Indian Street, Building M-6, Stuart, FL 34997 (hereinafter called the Principal), and
Western Surety Company (hereinafter called the Surety),

are held and firmly bound unto The City of Stuart, FL

(hereinafter called the Obligee), in the full and just sum of TWENTY FOUR THOUSAND NINE

HUNDRED THIRTY-FIVE XX/100----- Dollars (\$ 24,935.00*****)

to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bonded Principal has entered into a certain written contract with the above mentioned Obligee dated January 29, 2013 to January 29, 2014 for a period of three (3) years which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the payment of said contract for a period of only one year.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if Principal shall in accordance with applicable Statutes, promptly make payment to all persons supply labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety being waived, then this obligation to be void; otherwise to remain in full force and effect.

Provided, however, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning January 29, 2013 and ending January 29, 2014.
2. No claim, action, suit or proceeding, except as hereinafter set forth; shall be had or maintained against the Surety on this instrument unless same be brought or instituted and process served upon the Surety within six months after the completion of the contract.
3. The total amount of the Surety's liability under this bond shall in no event exceed the penal sum hereof.
4. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety.

Signed and sealed this 25th day of January, 2013.

Clean Sweep & Vac, LLC

By: 

Western Surety Company

By: 

Attorney-in-Fact Jeff McQuate

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark Levinson, Todd Stein, Jeff McQuate, Individually

of Akron, OH, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of October, 2012.



WESTERN SURETY COMPANY

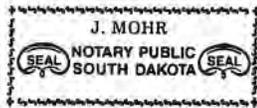
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 3rd day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of January, 2012.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2011

ASSETS

Bonds	\$ 1,403,423,957
Stocks	22,726,363
Cash and short-term investments	66,852,340
Uncollected premiums and agents' balances	34,207,619
Funds held by or deposited with reinsured companies	13,980,081
Net deferred tax asset	25,802,839
Investment income due and accrued	17,647,175
Other assets	2,489,406
Total Assets	\$ 1,587,129,780

LIABILITIES AND SURPLUS

Losses	\$ 296,352,421
Loss adjustment expense	82,551,462
Contingent and other commissions payable	5,246,025
Other expense	28,831,919
Taxes, licenses and fees	1,925,642
Federal and foreign income taxes payable	5,637,067
Unearned premiums	247,814,064
Other liabilities	29,286,547
Total Liabilities	697,645,147

Surplus Account:	
Capital paid up	4,000,000
Gross paid in and contributed surplus	176,435,232
Special Surplus	7,321,616
Unassigned funds	701,727,785
Surplus as regards policyholders	\$ 889,484,633
Total Liabilities and Capital	\$ 1,587,129,780

I, Amy M. Smith, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2011, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company
 By Amy M. Smith
 Assistant Vice President

Subscribed and sworn to me this 12th day of March, 2012.

My commission expires:

Kathleen Schroeder
 Notary Public



State of Florida



Department of State

I certify from the records of this office that WESTERN SURETY COMPANY is a South Dakota corporation authorized to transact business in the State of Florida, qualified on March 15, 1965.

The document number of this corporation is 818570.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1994, that its most recent annual report was filed on May 1, 1994, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twelfth day of May, 1994



CR2EO22 (2-91)

Jim Smith
Secretary of State