



City of Stuart

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

Lenora Darden, CPPB
Procurement Manager
purchasing@ci.stuart.fl.us

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

June 17, 2016

VIA EMAIL: sunshinerecycling@yahoo.com
rick.rubio@srsfl.com
frank.gomez@srsfl.com

Sunshine Recycling Services of SWFL
Attn: Mr. Rory Amundsen, President
3500 SW 50th Avenue
Davie, FL 33314

RE: Notice of Award/Preparation of Contract Documents
RFP No. 2016-161, Annual Contract for Roll-Off Dumpster Services

Dear Mr. Amundsen:

The Stuart City Manager awarded 2016-161, Roll-Off Dumpster Services, to your firm on June 17, 2016. Please consider this your formal notice of award. The City of Stuart requests that you provide all necessary insurance requirements within 10 days (June 27, 2016) as listed below:

1. A "Certificate of Insurance" which reflects all types and levels of coverage as noted in the Request for Proposal. The insurance certificate must also have printed in the "Remarks" box, words to the effect: "***The City of Stuart is an additional insured***". The City requests that the insurance certificate lists the ***project number and the project name***, 2016-161, Roll-Off Dumpster Services.
2. A payment and 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.
3. Attached is the contract for these services. Please print and sign, by an authorized agent, two originals of the contract, signed by two witnesses and return to my attention with the required documents as stated above.

The initial contract period will be for two years, effective July 1, 2016 through June 30, 2018, with three (one-year) renewal options. The City reserves the right to exercise the option to renew annually, if mutually agreed upon in writing by both parties subject to the same terms and conditions of the original agreement. Annual renewals shall be subject to the appropriation of funds, vendor's satisfactory performance and determination that the contract renewal is in the best interest of the City.

The City of Stuart looks forward to a mutually beneficial business relationship. If you have any questions, please feel free to contact me by email at ldarden@ci.stuart.fl.us or call me at (772) 288-5308.

Sincerely yours,

Lenora Darden
Procurement Manager

c: Public Works Staff
RFP 2016-161 Official File



City of Stuart

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Procurement & Contracting Services Division

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

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Fax: (772) 600-0134
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MEMORANDUM

To: Terry, O'Neil, Acting City Manager
From: Lenora Darden, Procurement Manager
Date: June 16, 2016
Subject: Award of RFP #2016-161: Annual Contract for Roll Off Dumpster Services

Attached are: a) List of proposers submitted and tabulation b) the selection committee ranking and evaluation summaries c) the approved 2016 fiscal budget. In accordance with the City of Stuart Code of Ordinances, you have authority to award solicitations 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 May 26, 2016. The Procurement Office sent complete proposal packages to five (5) suggested vendors. This solicitation was disseminated by DemandStar on-line, who notified Three hundred and forty-one (341) interested vendors. Out of nine (9) planholders, three (3) responsive proposals were received by 2:30 pm on the RFP opening date, June 8, 2016.

On June 10, 2016, a three (3) member selection committee evaluated the proposals individually based on the following criteria: the firms' qualifications and knowledge; past performance; overall task approach and operational plan; and pricing proposed. The Selection Committee determined that it was beneficial to schedule presentations with the two top ranked firms.

On June 16, 2016, Sunshine Recycling Services and Waste Management presented based on their operational plan and cost projections proposed. At the conclusion of the presentations, the Selection Committee met and ranked Sunshine Recycling Services as the top ranked firm to provide the roll off dumpster services.

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 #2016-161: Annual Contract for Roll Off Dumpster Services for the initial term of two (2) years with three (3) additional 1-year periods, to the highest ranked and most responsible and responsive proposer: Sunshine Recycling Services of SWFL at their prices proposed.
- Further information is required
- Recommend all proposals be rejected


Terry O'Neil, City Manager

6.17.16
Date

STANDARD CONTRACT



CONTRACTOR: SUNSHINE RECYCLING SERVICES OF SWFL
3500 SW 50TH AVENUE
DAVIE, FL 33314

PROJECT: RFP #2016-161: Annual Contract for Roll-Off Dumpster Services

CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter "Contract," made and entered into the 1st day of July, 2016 by and between Sunshine Recycling Services of SWFL 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 Roll-Off Dumpster Services by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide Roll-Off Dumpster Services pursuant to this Contract as hereinafter provided. These services will include all labor, equipment, and materials necessary to provide Roll-Off Dumpster Services on an as-needed basis.

Section 1. Scope of Service

Contractor shall work with the City regarding Roll-Off Dumpster Services on an as-needed basis. The services will be those customarily attendant to Roll-Off Dumpster Services on an as-needed basis. 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 #2016-161 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 two (2) years with the option of three (3) 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 Roll-Off Dumpster 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 thirty (30) 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.

6.3 Default

In the event that the Contractor cannot respond adequately to the needs of the City, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability or replacement of personnel. If inability of placement of personnel in a timely manner is frequent, 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.

6.4 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 Procurement Division.

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 Greg Schommer, Commercial Collection Team.

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

Contract Management

Rick Rubio, District Manager
Phone: 800-390-9598
Mobile: 954-740-0844
Email: rick.rubio@srsfl.com

Project Manager

Frank Gomez, Business Development Manager
Phone: 800-390-9598
Mobile: 813-712-0100
Email: frank.gomez@srsfl.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 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 5.3 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 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 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.

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 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. Public Records

In compliance with F.S. 119.0701 the Contractor shall:

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

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

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

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

All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."

If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

Section 15. 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 and Payment Bond"

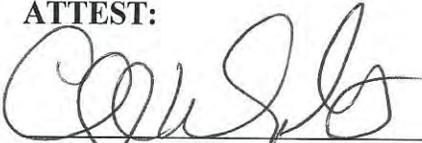
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Signatures are on following page

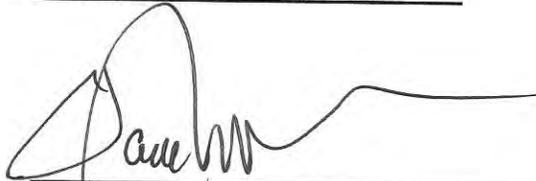
IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:



**CHERYL WHITE
CITY CLERK**



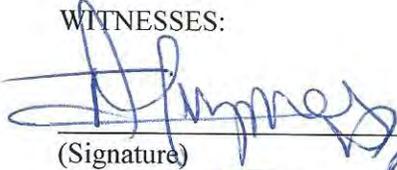
**PAUL NICOLETTI
CITY MANAGER**

**APPROVED AS TO FORM
AND CORRECTNESS:**

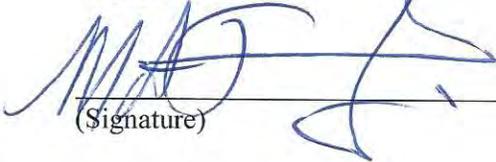


**MICHAEL MORTELL
CITY ATTORNEY**

WITNESSES:



(Signature)



(Signature)

CONTRACTOR



(Signature)

Rick Rusio

Printed Name

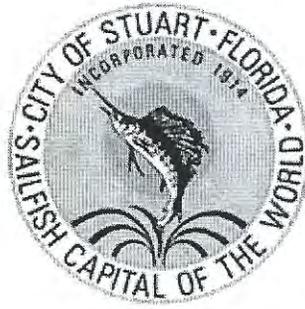
District Manager

Title

Title

EXHIBIT A

“PROPOSAL AS SUBMITTED BY RESPONDENT AND ACCEPTED BY CITY”



RFP 2016-161
Roll Off Dumpster Services

Stuart City Hall
Procurement & Contracting Services Office
121 SW Flagler Avenue
Stuart, Florida 34994

June 8, 2016, 2:30 pm

Submitted by:



Sunshine Recycling Services of SWFL
3500 SW 50th Ave, Davie, FL 33314
800-390-9598

Table of Contents

Letter of Transmittal

- I Qualifications/Knowledge
- II Task Approach / Operational Plan
- III Past Performance in Similar activities in Florida
- IV Proposal Form
- V Insurance
- VI Prohibition Non-Collusion / Conflict of Interest Disclosures
- VII Optional Information
- VIII Addenda
- IX Bid Forms



June 6, 2016

City of Stuart
121 SW Flagler Avenue
Stuart, Florida 34994

Dear Residents, Business Owners and Elected Officials of City of Stuart:

Sunshine Recycling Services of SWFL is pleased to submit this proposal for Roll Off Dumpster Services for the City of Stuart.

Since 2001, Sunshine Recycling Services of SWFL has been offering roll off, recycling and solid waste services for Southern Florida. Owners and Management Team of Sunshine Recycling Services of SWFL have been in the solid waste industry for decades and have superior knowledge of the solid waste and recycling industry.

Sunshine Recycling Services has the necessary equipment and experience to service the business owners and residents of the City of Stuart. Currently, Sunshine Recycling Services of SWFL is the current service provider for the City of Naples for Hauling & Disposal of Self Contained Roll Off Containers and Compactors. In addition, Sunshine Recycling Services of SWFL has been servicing roll off services to various counties, municipalities and other governmental entities. Sunshine Recycling Services is recognized for innovative approach in developing custom tailored, easy to implement, easy to use waste reduction programs for Florida businesses that save clients time and money.

Sunshine Recycling Services of SWFL will provide the labor, equipment and materials necessary for roll off dumpster service as requested by the City. Your contact for purposes of this contract will be Rick Rubio, District Manager and Frank Gomez our Business Development Manager who resides in Hope Sound.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Rory Amundsen', is written over a white rectangular box.

Rory Amundsen
Managing Partner

Qualifications / Knowledge

Since 2001, Sunshine Recycling Services of SWFL is a privately held company providing solid waste collection, recycling collection and most recently document shredding for commercial businesses, office buildings, medical plazas and shopping centers across South Florida. Sunshine Recycling Services of SWFL is a Florida Limited Liability Company with two officers: Rory Amundsen with 51% ownership and Nick Amundsen with 49% ownership.

With decades of industry experience Sunshine Recycling Services knows what clients expect, prompt professional service at reasonable prices. Sunshine Recycling Services highly trained staff understands "clients come first" by focusing every day on exceeding customers' expectations.

Sunshine Recycling Services of SWFL has three offices in Florida. Servicing the West Coast, 3240 Cargo Street in Fort Myers and our East Coast offices are located at 3547 NW 49 Street in Miami and 3500 SW 50th Ave, Davie.

Principals and Management

Members of the management team for Sunshine Recycling Services are recognized for their seventy-five years of combined waste and recycling industry experience.

Rory P. Amundsen, Managing Partner

Mr. Amundsen has over thirty-nine years of industry experience; in 1977 he established a small trash hauling company in Wisconsin. Mr. Amundsen joined BFI Waste Systems of North America and held positions as operations manager and later as a District Vice President. Mr. Amundsen held a position with the City of Naples as Superintendent of Sanitation before starting Sunshine Recycling Services in 2001 with Nick Amundsen.

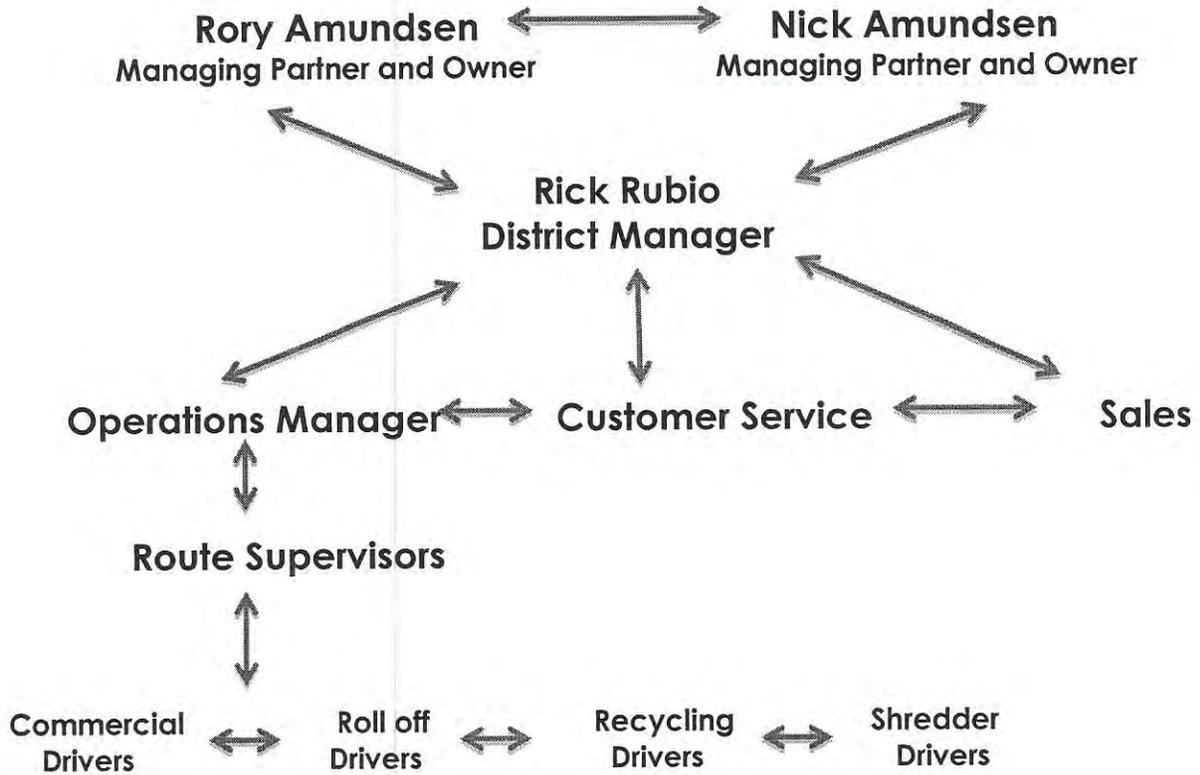
Nick R. Amundsen, Managing Partner

Mr. Amundsen has over 15 years of waste industry experience. In 2001, Nick and Rory established Sunshine Recycling Services with the vision to provide recycling options to commercial business across southwest Florida. Today Sunshine Recycling Services is recognized as one of the fastest growing privately held waste and recycling companies in South Florida.

Rick Rubio, Southeast District Manager joined SRS in December 2010 Mr. Rubio has been in the solid waste and recycling industry for over thirty years starting in New Jersey. After moving to South Florida in the early nineties Mr. Rubio joined BFI Waste Systems of North America in 1992 as a Territory Manager and served as governmental liaison for the City of Miramar, FL. and moved up to join the southeast management team as Facility Manager for the Recyclery in Davie, FL. **Rick Rubio will be the City's lead contact for this contract and he could be reached at rick.rubio@srsfl.com.**

Christine Busch, EVP, Director of Business Development has over fifteen years of industry experience, studying waste streams, promoting recycling and building solid relationships with clients. Ms. Busch joined the SRS team in 2002 as the Sales Representative, within a few short years progressing to the Sales and Marketing Manager. In 2010, Ms. Busch became the District Manager for the West Coast Operations of SRS and has recently accepted the position of EVP, Director of Business Development. In addition to her position with SRS, Ms. Busch actively participates in community involvement where her experience benefits non-profit organizations, currently serving as the Vice Chair for Keep Collier Beautiful.

Sunshine Recycling Services of SWFL, LLC Organizational Chart



BID BOND

Bond Number 41352466

KNOW ALL PERSONS BY THESE PRESENTS,

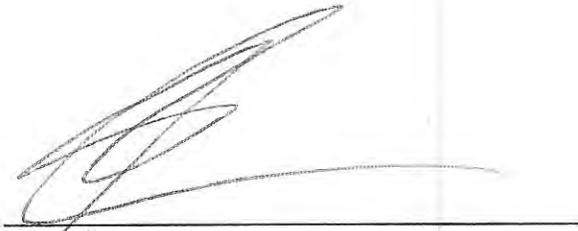
That we, Sunshine Recycling Services of SW Florida, LLC (hereinafter called the "Principal"), as Principal, and the Platte River Insurance Company of Madison, Wisconsin a corporation duly organized under the laws of the State of Nebraska (hereinafter called the "Surety"), as Surety, are held and firmly bound unto City of Stuart 121 SW Flagler Ave., Stuart FL 34994 (hereinafter called the "Obligee"), in the sum of Eight Thousand Five Hundred and 00/00 Dollars (\$8,500.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Roll Off Dumpster Services.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

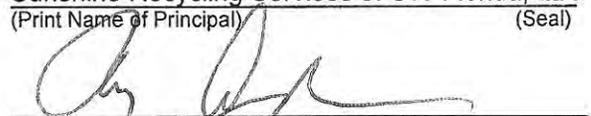
Signed and sealed this 7th day of June, 2016.

This bond automatically expires ninety (90) days from the original bid date.



(Witness)

Sunshine Recycling Services of SW Florida, LLC
(Print Name of Principal) (Seal)



(Signature of Officer of the Principal)

Rory Amundsen

(Print Name of Officer of the Principal and Title)

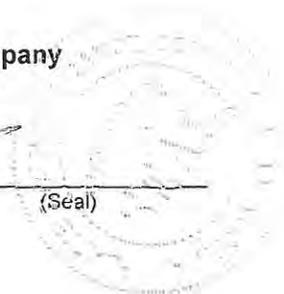
Platte River Insurance Company

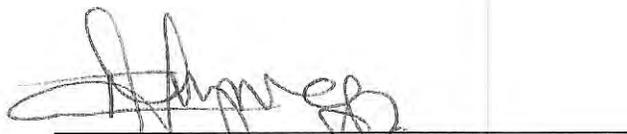


(Signature of Attorney-in-Fact) (Seal)

Ian Norris

(Print Name of Attorney-in-Fact and title)





(Witness)

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41352466

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

IAN NORRIS

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:

Gary W. Stumper
Gary W. Stumper
President
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills
Stephen J. Sills
CEO & President

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 7th day of JUNE, 2016



Antonio Celi
Antonio Celi
Secretary

State of Florida

Department of State

I certify from the records of this office that SUNSHINE RECYCLING SERVICES OF S.W. FLORIDA, L.L.C. is a limited liability company organized under the laws of the State of Florida, filed on January 31, 2001.

The document number of this limited liability company is L01000001631.

I further certify that said limited liability company has paid all fees due this office through December 31, 2016, that its most recent annual report was filed on April 11, 2016, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of June, 2016*



Ken DeJoy
Secretary of State

Tracking Number: CU0412088867

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

002112

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



6560164

BUSINESS NAME/LOCATION

SUNSHINE RECYCLING SRVCS OF SW FL LLC
3547 NW 49 ST
MIAMI FL 33142

RECEIPT NO.

RENEWAL
6830724

EXPIRES
SEPTEMBER 30, 2016

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

SUNSHINE RECYCLING SRVCS OF SW FL
Employee(s) 1

SEC. TYPE OF BUSINESS

213 SERVICE BUSINESS

PAYMENT RECEIVED
BY TAX COLLECTOR

\$75.00 07/06/2015
CREDITCARD-15-033092

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

Task Approach and Operational Plan

Sunshine Recycling Services of SWFL will furnish and provide all labor, material, equipment, fuel and supplies necessary to perform hauling and disposal of self-contained compactors, break away compactors and assorted types and sizes of "Roll-Off" containers as defined in the scope of services of the request for proposal for City of Stuart Roll Off Dumpster Service. Service will be provided within 24 hours of service request call and will consist of delivering, relocating, hauling and exchanging an open top container or compactor. Containers will be rinsed out after each service.

Sunshine Recycling Services will set in place various size containers ranging from ten to forty cubic yards and compactor containers when necessary.

All containers will be dumped and properly emptied and returned to the location from which it was received.

A daily Log form will be signed off on by the Dedicated Operations Supervisor and reviewed daily by the District Manager of Sunshine Recycling Services of SWFL to assure 100 % customer satisfaction. The operations service department will oversee daily vehicle condition reports (VCR's) on the service trucks.

Project Manager or Supervisor: Sunshine Recycling Services of SWFL will designate a qualified personnel, Project Manager, to effectively communicate with the City and all City personnel and have full authority to act for Sunshine Recycling Services of SWFL on all matters relating to the daily performance of the contract; and to receive, accept and sign for any notices, reports and any other correspondence on behalf of the Sunshine Recycling Services of SWFL in dealings with the City. Our local Business Development Manager Frank Gomez, who resides in Hobe Sound, will be the designated contact person for this contract.

This individual will serve as the central point of contact for the City, and will oversee the collections operations and monitor and ensure all work is performed in accordance with the Contract, and he will maintain the work specifications requirements, scheduling,

inspections and safety standards.

This individual will be available at all times, if needed and will have the ability to respond to any site, when needed, to monitor work in progress and for any other emergency, as required. Sunshine Recycling Services of SWFL or its designated personnel will return calls to the City or its personnel within 1 hour of being contacted. This individual will provide the City his/her cellular phone number or pager to be reached during normal working hours.

Sunshine Recycling Services of SWFL has an internal monthly audit program to check all drivers' licensing requirements to ensure that each employee has a valid license with no major infractions.

Sunshine Recycling Services of SWFL will employ a crew of fully screened, trained and licensed professional commercial drivers. We will not have in place "helpers" or "casual laborers" or any other unlicensed or unskilled labor whose experience and background are unknown.

All drivers are carefully screened before hiring in regard to licensing and background. Sunshine Recycling Services of SWFL does not hire any applicants who do not pass pre-employment drug test and extensive background check. All employees are subject to random drug testing to ensure our compliance Drug Free Workplace mandate.

Sunshine Recycling Services of SWFL fleet is equipped with innovative mobile asset tracking and reporting communicator – Global Positioning Systems. This system allows dispatch to communicate efficiently for customer service response in regards to locating any driver or supervisor at any time. In addition, all personnel have constant phone contact with drivers for immediate communication and customer inquiry resolution.

Sunshine Recycling Services of SWFL maintains a large fleet of roll off vehicles with the capacity and condition to perform the work and render the services required by the City of Stuart. Sunshine Recycling Services of SWFL will keep all equipment safe, clean neat in appearance and in good repair for effective equipment maintenance services. In addition, Sunshine Recycling Services will keep all equipment free of excessive noise, odor, leakage, or emissions.

Sunshine Recycling Services of SWFL trucks are clearly identified by our logo and vehicle number. Sunshine Recycling Services' fleet consists of sufficient back up equipment such that uninterrupted service shall be maintained at all times.

Vehicles will be kept in clean and in optimum condition at all times. Our facilities have full repair services. Our highly trained maintenance personnel are qualified to ensure all vehicles and equipment are running at optimum and safe levels, with a professional appearance.

Sunshine Recycling Services of SWFL has in place a comprehensive preventive maintenance program. Each truck is thoroughly inspected at the beginning and end of each shift using a detailed checklist known as a VCR (Vehicle Condition Report). Each item is inspected and where needed, repairs and maintenance functions are immediately performed to ensure each truck and piece of equipment operates in a safe and efficient manner at all times. The VCR reports are then completed and documented, with copies to appropriate Managers for monitoring. All drivers are equipped with cell phones for constant communication along with a Global Positioning System (GPS) so that all trucks' locations can be tracked at all times. This equipment is also inspected daily to ensure optimum system performance.

A well maintained truck and a quality GPS system will be a major factor in controlling cost for this contract.

Equipment Available for servicing Dumpster Roll Off Service.

Truck	Yr	Make	Type	Plate	Vin
7	2007	Mack	Roll-Off	N72-28W	1M2AG11C97M051042
20	1998	Mack	Roll-Off	N48-25K	1M2K195C4WM011514
26	2011	Mack	Roll-Off	N59-23S	1M2AX13C9BM013946
36	2015	Peterbilt	Roll-Off	N6620V	1NPCL70X1FD270858
111	2009	Peterbilt	Roll-Off	N59-48U	1NPSL00X49D785182
415	2001	Mack	Roll-Off	N08-80X	1M2P267C91M054494
416	2001	Mack	Roll-Off	TEMP	1m2p267C01m054495

Sunshine Recycling Services of SWFL action plan includes, operating and parking equipment from a location within close proximity to the City of Stuart contract work.

Past Performance in
Similar Activities in Florida

Sunshine Recycling Services of SWFL has been offering excellent service to various businesses and government entities. Below is a list of similar services as requested by the City:

City of Naples

50 Riverside Circle

Naples, FL 34102

Laura Fore, Solid Waste Superintendent

239-213-4700

lfore@naplesgov.com

\$208,750 a year / Since 2009

Hauling and disposal of self contained roll off containers and compactors.

City of Miami Gardens

1515 N.W. 167th Street

Miami Gardens, Florida 33169

Mayra Morales, Operations Manager

(305) 622-8080

mmorales@miamigardens-fl.gov

Collection of dumpsters and roll-off containers

January 2014 – January 2016

"ITB# 13-14-008 – REFUSE COLLECTION OF LEASED CONTAINERS

Broward County

115 S. Andrews Avenue

Fort Lauderdale, FL 33301

Notosha Austin, Program Manager Solid Waste And Recycling Services

(954) 474-1880

naustin@broward.org

Recycling and roll off services for various sites throughout Broward County

December 2014 – Present

F1261301B1-Recycling Services for Government Facilities and Parks

\$234,083 a year

Broward County

115 S. Andrews Avenue

Fort Lauderdale, FL 33301

Candace Jensen, Contracts/Grants Administrator II

954-357-6576

cjensen@broward.org

Roll off service for several sites throughout Broward County

June 2014 - Present

Bid G1340013B1 - Bulk Trash Roll-Off Container Services

\$117,982 a year

Broward County, Aviation Department

115 S. Andrews Avenue

Fort Lauderdale, FL 33301

Stacy Seibert, Administrative Manager II, Aviation Department

(954) 359-1273 office

sseibert@broward.org

Roll off service for several locations in Fort Lauderdale International Airport

Z1230902B1 - Solid Waste Trash and Removal

\$169,725 a year

Lee County Schools

2855 Colonial Blvd.

Fort Myers, FL 33966

Paula Bender, Supervisor Warehouse Operations

239-479-4291 / Fax: 239-332-4058

paulamb@leeschools.net

Provide Recycling Services for Lee County School District along with roll off services.

\$90,000 a year / Since December 2008 - Present

Recycling Services District Wide (piggy back from Collier County)

Single Stream Recycling Services

Collier County Public Schools

5775 Osceola Trail

Naples, FL 34109

William Taylor, Inspector Fire Health and Safety

239-377-0277 / Fax: 239-377-0263

taylorwi@collier.k12.fl.us

Provide Recycling Services to Schools along with Roll off services.

\$60,000 - Nov 1, 2010 – Oct 31, 2015

D208 Bid #118-6/10R Single Stream Recycling Services

School District of Palm Beach County

3300 Forest Hill Boulevard

West Palm Beach, FL 33406-5813

Lee Kapp, Utilities Engineer Manager

561-687-7124

lee.kapp@palmbeachschools.org

Comingled Recyclables Collection Services – Collection service of approximately 80 schools, located in 11 different municipalities one or more 95-gallon tote(s) from each stop.

April 2014 - Present.

Waste Cost Solutions

131 NW 43 St.,
Boca Raton, FL 33431
Michael Mintz, President and CEO
561-465-7179
Michael@wastecostsolutions.com

Solid waste services for 80-100 locations that Waste Cost Solutions, broker, manages.
Small containers from 1-8yd and roll offs from 10-40yds.
\$200,000 a year / Since 2010

West Rock

3521 SW 1st Terr.
Ft. Lauderdale, FL 33315
Bob Herzog, General Manager
954-467-1453 / Fax: 954-523-4472
rherzog@smurfit.com

Hauling trash and recyclable materials from Rock Tenn Customers (Consumer packaging retailers)
Since 2006, approximately \$36,000

Stericycle, Inc.

7450 NW 87th Ave
Miami, FL
Joel Perez
786-402-9739
jperez@stericycle.com

Hauling trash and recyclable materials from several hospitals in the South Florida area.
June 2010 – Present / \$100,000 a year

Proposal Form

PART V RFP SUBMITTALS

5.1 PRICE PROPOSAL FORM

ROLL-OFF DUMPSTER SERVICES: 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	Delivery of Open Top Containers: Container deliveries of all sizes of open top roll-off containers located within the City	Per Delivery	\$ 60.00
2	Delivery of Compacted Waste Containers: These deliveries will be compacted waste units located within the City	Per Delivery	\$ 60.00
3	Pull Charge for a 10 yard Open Top Container	Pull Charge	\$ 125.00
4	Pull Charge for a 20 yard Open Top Container	Pull Charge	\$ 125.00
5	Pull Charge for a 30 yard Open Top Container	Pull Charge	\$ 125.00
6	Pull Charge for a 40 yard Open Top Container	Pull Charge	\$ 125.00
7	Pull Charge for a Self-Contained Compactor Unit	Pull Charge	\$ 125.00
8	Pull Charge for a Receiver Box Compacted Unit	Pull Charge	\$ 125.00
9	Relocate: All sizes open top containers	Relocate Charge	\$ 60.00
10	Return Trip Charge: Return trip for all sizes of containers	Return Trip Charge	\$ 60.00
11	Rinse and Deodorize: After dumping, the open top or compacted unit it will be brought back to the City Sanitation Department so that the driver can hose out the unit before returning it to the customer.	Charge Per Container	\$ 45.00
12	Unloading of new container deliveries: Unloading of new open top containers or compacted units purchased by the City for future use. They will be stored at the City Sanitation yard.	Charge Per Container	\$ 20.00
Preferred method of payment is by the City Purchasing Card (VISA). DO YOU ACCEPT THE PURCHASING CARD (VISA)? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			

COMPANY NAME: Sunshine Recycling Services of SWFL, LLC

Insurance

Sunshine Recycling Services will present to the City of Stuart a certificate of insurance with coverages as detailed in the bid. Attached is the current certificate of insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/7/2016

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).

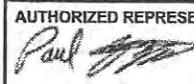
PRODUCER RRL Insurance Agency 4450 W Eau Gallie Blvd., #115 Melbourne FL 32934	CONTACT NAME: Tara Carney PHONE (A/C, No, Ext): 800-407-4077 E-MAIL ADDRESS: tcarney@rrl-ins.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED SUNSHRECY Sunshine Recycling Services of SW FL, LLC P.O. Box 348 Estero FL 33928	INSURER A: Rockhill Insurance	NAIC # 28053
	INSURER B: State National Insurance Company	
	INSURER C: Security National Insurance Co	19879
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 782624512** **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	
C	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	SES112051201	12/10/2015	12/10/2016	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$1,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> PIP \$10,000	Y		QDX-FL000023-00	12/10/2015	12/10/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$0	Y		FF015280-00	12/10/2015	12/10/2016	EACH OCCURRENCE	\$4,000,000
							AGGREGATE	\$4,000,000
								\$
	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	
							OTHER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER For Information Purposes XXXXXXXXXX XXXXXX XX XXXXX	CANCELLATION 30 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)
7/10/2015

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 Alan Williams & Assoc Ins Agency Inc 13720-2 Ben C. Pratt/ Six Mile Cypress Pkwy Ft. Myers FL 33912		CONTACT NAME: Nicolette Lopez PHONE (A/C, No, Ext): (239) 418-1100 FAX (A/C, No): (239) 418-1164 E-MAIL ADDRESS: nicolette@awainsurance.com															
INSURED Sunshine Recycling Services of S.W. FL, LLC 20681 Fruitful Drive P O Box 348 Estero FL 33928		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Bridgefield ESI</td> <td>10701</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Bridgefield ESI	10701	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:																	
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 15/16 Master **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 SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
	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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						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"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 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 RETENTION \$						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	Y/N <input type="checkbox"/> N/A		830-52848	8/1/2015	8/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Recycling Collection Various Locations

CERTIFICATE HOLDER 	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 Esther Maddux/LOPEZ 

**Prohibition Non-Collusion / Conflict of
Interest Disclosure Statements**

Sunshine Recycling Services of SWFL certifies, 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.

In addition, Sunshine Recycling Services of SWFL does not have any potential conflict of interest, real or apparent, and that the Sunshine Recycling Services, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project.

I, Rory Amundsen, certify and affirm that the above statements.

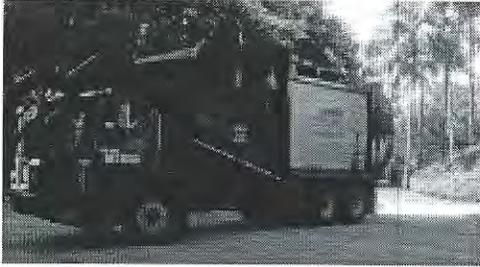


Rory Amundsen

Optional Information

Services

Sunshine Recycling Services offers a variety of waste and recycling services.



Commercial Waste Collection

Sunshine Recycling Services offers containerized collection services for commercial and industrial businesses; from office building to shopping centers and every business in between. Sizes range from 1 to 8 cubic yards.

Roll Off Service

Large open top rectangular containers used for collecting general trash, roofing materials, construction debris and other non-food waste are available in 10, 20, 30 and 40 cubic yard containers.



Single Stream Recycling

This program provides the opportunity to collect the largest amounts of mixed recyclable materials in one single container. Sunshine Recycling Services offers this service in a variety of collection systems from rollout carts, front load dumpsters to roll off containers.

Office Waste Paper & Cardboard Collection

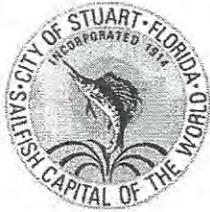
Sunshine Recycling Services can custom tailor a specific recycling program to meet your needs, from traditional single grade collection like cardboard to mixed office paper.



Secure Document Shredding

Sunshine Recycling Services offers numerous shredding services including Mobile Shred; Off site Shred; Scheduled Shred; and Purge Service.

Addendum



City of Stuart

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

Lenora Darden, CPPB
Procurement Manager
purchasing@ci.stuart.fl.us

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

Date: June 2, 2016
To: All Prospective Proposers
Subj: Addendum #1 to RFP# 2016-161, Roll-Off Dumpster Services

ADDENDUM #1

The purpose of this addendum is to respond to questions submitted by potential proposers for clarification of the RFP as follows:

1. **Question:** Can you please confirm the current hauler?
Answer: The current contracted hauler for the City of Stuart is Waste Management.
2. **Question:** How long has the current Vendor been under contract with The City?
Answer: Initial (1) year term with (2) additional one year renewal periods.
3. **Question:** When rinsing and deodorizing the compactors at the designated wash rack is does the Vendor receive priority access, or is there a scheduling process for use?
Answer: Yes, the vendor will have priority access when compactors are scheduled for rinsing and deodorizing. The City will assist the vendor in this process.
4. **Question:** Does the City provide the necessary chemicals to clean and deodorize the compactors?
Answer: The City will provide all necessary chemicals to clean and deodorize the compactors.
5. **Question:** Page 7, Part II Statement of Work, 2.1 Work Objective, A. Purpose, reflects a total of (8) open top roll off containers owned by the City, in the event that a customer requests a container, is the City requesting that the Vendor deliver and haul The City owned open top roll off equipment displayed?
Answer: The vendor will deliver the City owned open top roll-off containers.
6. **Question:** Page 8, Part II Statement of Work, 2.1 Work Objective, B. Description of Services, #1 states "The City will pay disposal fees and the City will bill the customer." Does the City pay the disposal fees directly to the designated disposal facility or does the Vendor incur the disposal cost and then pass the charges onto the City?
Answer: The City will pay the disposal fees to the designated disposal facility.

7. **Question:** If the Open Top contains materials other than MSW, such as C&D Material or Cardboard, is the Vendor required to haul the material to the designated Martin County Landfill?
- Answer:** Yes, the vendor is required to haul all materials to the Martin County Landfill.
8. **Question:** Will the Vendor be required to place Vendor owned open top roll offs or compactor equipment at any time throughout the contract?
- Answer:** No.
9. **Question:** What is the current haul rate for compactors?
- Answer:** \$122.22
10. **Question:** What is the current haul rate for open top roll offs?
- Answer:** \$112.04.
11. **Question:** Page 9, Part II Statement of Work, 2.3 Bonds, A. Bond Guarantee, states if the total amount proposed exceeds \$50,000 a bond equivalent to 10% of the total amount is required however there is no Grand Total line item on page 14 of the bid sheet nor any collective information displaying estimated annual compactor or open top hauls, please clarify how bidders are able to determine this?
- Answer:** The bond guarantee shall be 10% of the proposed budget of \$84,350.00.

All other terms and conditions of this RFP remain unchanged.

This Addendum shall be considered an integral part of the RFP and Contract Documents and this Addendum must be acknowledged, signed and returned with your submittal **by 2:30 p.m. on June 8, 2016.** Failure to comply will result in disqualification of your submittal.



 Lenora Darden, CPPB
 Procurement Manager
 City of Stuart, Florida

Acknowledgement is hereby made of Addendum #1 to RFP #2016-161, Roll-Off Dumpster Services.

 Signature

 Sunshine Recycling Services of SWFL
 Firm

 June 6, 2016
 Date

 rick.rubio@srsfl.com
 Email Address

Bid Forms

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 statement 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) # 1 through # 1 Respondent's Initials rr

(Signature)

Sunshine Recycling Services of SW

Name of Company, Firm

Rick Rubio

(Printed Name)

General Manager

(Printed Title)

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 Naples</u>		
Address <u>50 Riverside Circle</u>		
City <u>Naples</u>	, State <u>FL</u>	Zip Code <u>34102</u>
Contact Name: <u>Laura Fore</u>		Title: <u>Solid Waste Superintendent</u>
Phone No: <u>239-213-4700</u>	Fax: _____	Email: <u>ifore@naplesgov.com</u>
Date of Service or Contract Period: <u>2009 - Present</u>		Location <u>Various locations in Naples</u>
Summary of Services Performed <u>roll off services</u>		Governmental or Private <u>Government</u>
Dollar Value of Contract \$ <u>208,750</u> per year		

#2 REFERENCES

Company/Entity Name: <u>Broward County</u>		
Address <u>115 South Andrews Ave Room 501</u>		
City <u>Fort Lauderdale</u>	, State <u>FL</u>	Zip Code <u>33301</u>
Contact Name: <u>Candace Jensen</u>		Title: <u>Contract Administrator</u>
Phone No: <u>954-357-6576</u>	Fax: _____	Email: <u>cjensen@broward.org</u>
Date of Service or Contract Period: <u>June 2015 - Present</u>		Location <u>Various locations Broward Ct</u>
Summary of Services Performed <u>roll off services</u>		Governmental or Private <u>Government</u>
Dollar Value of Contract \$ <u>169,725</u> per year		

#3 REFERENCES

Company/Entity Name: <u>Stericycle / Boca Raton Regional Hospital</u>		
Address <u>8100 Meadows Road</u>		
City <u>Boca Raton</u>	, State <u>FL</u>	Zip Code _____
Contact Name: <u>Jorja Tutwiler</u>		Title: <u>Sustainability Supervisor</u>
Phone No: <u>561-951-0448</u>	Fax: _____	Email: <u>jtutwiler@stericycle.co</u>
Date of Service or Contract Period: <u>2011 - Present</u>		Location <u>Boca Hospital</u>
Summary of Services Performed <u>roll off services</u>		Governmental or Private <u>Private</u>
Dollar Value of Contract \$ <u>100,000</u> per year		

Company Name Sunshine Recycling Services of SWFL, LLC

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: <u>None</u>
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 Sunshine Recycling Services of SWFL, LLC

5.5 EQUIPMENT SUPPLIED BY CONTRACTOR

ITEM	QTY	DESCRIPTION	MANUFACTURER
1	5	Roll Off Trucks	Mack
2	2	Roll off Trucks	Peterbuilt
3			
4			
5			

5.6 PROPOSAL CHECKLIST FORM

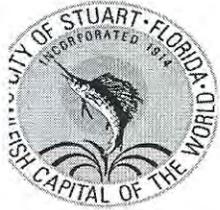
A. All proposals shall be submitted in the format identified. Failure to submit the required documentation in the format identified may cause the proposal to be rejected. This form is to be submitted with proposal package.

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 \$50,000 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

(to be submitted with RFP response)

COMPANY NAME: Sunshine Recycling Services of SWFL



City of Stuart

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

Lenora Darden, CPPB
Procurement Manager
purchasing@ci.stuart.fl.us

Telephone (772) 288-5320
Fax: (772) 600-0134
www.cityofstuart.us

LEGAL NOTICE FOR RFP #2016-161

ANNUAL CONTRACT FOR ROLL-OFF DUMPSTER SERVICES

The Stuart City Commission, Stuart, Florida is soliciting qualified firms or individuals to provide all labor, equipment, and materials necessary to provide hauling, dumping and returning of Roll-Off containers and/or compactors (Dumpster Services) on an as-needed basis.

A complete RFP package 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 Procurement Office at 772-288-5320 or by email at purchasing@ci.stuart.fl.us. 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 Procurement Division.

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.

A Bond Guarantee in an amount of ten percent (10%) of the total amount proposed is required and must be submitted with their submittal, if the total amount proposed exceeds \$50,000. The Bond Surety may be in the form of a Surety Bond with a carrier duly licensed and authorized to do business in the State of Florida, Cashier's Check or Certified Check (checks made payable to The City of Stuart).

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 2:30 pm, Wednesday, June 8, 2016**. Submittals will be accepted by hand delivery overnight delivery or by U.S. Mail to Procurement and Contracting Services Division, 121 SW Flagler Avenue, Stuart, Florida 34994. Submittals received after that date and time will not be accepted or considered and will be retained unopened. Submittals will be opened as soon as practicable thereafter.

Mail/Overnight/Hand Deliver Submittal Responses to:
Stuart City Hall
Procurement & Contracting Services Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

Mark outside of envelope: RFP # 2016-161 "Roll-Off Dumpster Services"

Publish Date: May 26, 2016
Account # 888308

Stuart City Commission
City of Stuart, Florida

Table of Contents

PART I – GENERAL INFORMATION	1
1.1 OVERVIEW	1
1.2 DEFINITIONS.....	1
1.3 LOCATION OF OPENING	1
1.4 CONTRACT AWARD.....	1
1.5 DEVELOPMENT COSTS.....	2
1.6 INQUIRIES	2
1.7 TIMETABLES.....	2
1.8 DELAYS.....	2
1.9 QUALIFICATION SUBMISSION & WITHDRAWAL	3
1.10 ADDENDA.....	3
1.11 EQUAL OPPORTUNITY	3
1.12 INSURANCE.....	3
1.13 PUBLIC ENTITY CRIMES	4
1.14 SUSPENDED VENDOR.....	4
1.15 ASSIGNMENT & SUBCONTRACTING	4
1.16 PROPOSAL AS PUBLIC DOMAIN	4
1.17 PUBLIC RECORDS.....	4
1.18 LICENSES.....	5
1.19 BUSINESS TAX RECEIPT	5
1.20 SAFETY STANDARDS	5
1.21 CONTRACT TERMS.....	5
1.22 TERMINATION.....	6
1.23 BACKGROUND INFORMATION	6
1.24 REFERENCES/RECORD CHECK.....	6
1.25 COMPETENCY OF RESPONDENTS	6
1.26 OTHER GOVERNMENTAL ENTITIES	7
1.27 ESTIMATED QUANTITIES	7
1.28 PERFORMANCE EVALUATION.....	7
PART II – STATEMENT OF WORK	7
2.1 WORK OBJECTIVE.....	7
A Purpose	7
B Description of Services.....	8
C Compactor Units	8
2.2 BUSINESS OPERATIONS.....	9
A Hours of Operation	9
B Inclement Weather Conditions	9
C Observed Holidays.....	9
2.3 BONDS.....	9
A Bond Guarantee	9
B P & P Bonds.....	9
PART III – INSTRUCTIONS FOR PREPARING SUBMISSIONS	10
3.1 RULES FOR SUBMISSION.....	10
3.2 PROPOSAL FORMAT	10
Letter of Transmittal	10
T1 Qualifications/Knowledge	10
T2 Task Approach/Operational Plan.....	10

T3	Past Performance	11
T4	Compensation Schedule.....	11
T5	Insurance.....	11
T6	Disclosure Statements.....	11
T7	Optional Information	11
T8	Addenda.....	11

PART IV – EVALUATION OF SUBMISSIONS	12
4.1 EVALUATION METHOD AND CRITERIA	12
A General.....	12
B Selection.....	12
C Presentations.....	12
D Negotiations.....	12
E Terms & Conditions.....	12
F Contact Person	13
G Purchasing Card Program	13

PART V – RFP SUBMITTALS.....	14
5.1 PROPOSAL FORM.....	14
5.2 INSURANCE REQUIREMENTS.....	16
5.3 REFERENCE FORM	18
5.4 SUBCONTRACTORS FORM	19
5.5 EQUIPMENT SUPPLIED BY CONTRACTOR	20
5.6 PROPOSAL CHECKLIST FORM.....	20
5.7 SAMPLE CONTRACT	21
A Proposal Submission.....	28
B Original RFP.....	28
C Insurance & Indemnification	28

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 Roll-Off Dumpster Services on an as-needed basis, 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.

"Delivery" shall mean the locating of a specified size dumpster at a defined location when service is initiated.

"Dumpster Relocation" shall mean the moving of an open top container from one location of a construction site to another spot at the same location.

"Haul" shall mean scheduled or on-call service to a location at the request of a customer.

"Pull Charge" shall mean the hauling, dumping and returning of a container located within the City of Stuart.

"Relocate" shall mean the moving of an open top container from a designated drop off point to another spot at the same location requested by the customer.

"Return Trip" shall mean the driver was unable to haul the compacted waste or open top container due to inaccessibility or overloading of the container and the driver had to return to the container at a later time or date to pull the container. The driver **must** notify the City of any problems encountered prior to leaving the service site, the City will contact customer and attempt to resolve the issues before the driver leaves the service site. Failure to follow this protocol will result in the City not being responsible for Return trip costs.

1.3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

Office of Purchasing
City of Stuart
121 S.W. Flagler 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 the Procurement Office, regarding questions about the proposal at email: purchasing@ci.stuart.fl.us or facsimile: (772) 600-0134. The Procurement 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 Procurement Office.

1.7 TIMETABLES

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

- A. On May 26, 2016 the City issues the RFP.
- B. From May 26, 2016 to June 1, 2016, 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 2:30 PM on June 8, 2016.
- 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 June 17, 2016.

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:

**Stuart City Hall
Procurement & Contracting Services Division
121 S.W. Flagler Avenue
Stuart, Florida 34994**

To facilitate processing, please mark the outside of the envelope as follows: **RFP# 2016-161 “Roll-Off Dumpster 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
2:30 P.M. ON JUNE 8, 2016.***

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 Procurement 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) 288-5320, before proposal closing time. A proposal received by the City Procurement Office after the established deadline will be retained unopened.

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 must submit proof of insurance with their submittal. The awarded contractor shall maintain insurance coverage reflecting the minimum amounts and coverages as specified in Item 5.2.

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 ASSIGNMENT & SUBCONTRACTING

The successful proposer will not be permitted to assign its contract with the City without obtaining prior written approval of the City of Stuart. 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 PUBLIC RECORDS: In compliance with F.S. 119.0701 the Contractor shall:

- A. Keep and maintain public records that would ordinarily and necessarily be required by the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.
- B. Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."
- F. If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

1.18 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.

1.19 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.

1.20 SAFETY STANDARDS

Manufactured items, fabricated assemblies and on-site Contractor services shall comply with all applicable federal, state and local requirements. 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.

1.21 CONTRACT TERMS

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 two (2) years subsequent to approval by the proper City authorities. The contract may be renewed for three (3) 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 not to exceed six (6) months.
- 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 three (3) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed five (5) 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.

- C. **Contract Amendment:** The City reserves the right to delete, add or revise service items under this proposal at any time during the contract term when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract term.
- D. **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.

1.22 TERMINATION CLAUSES

- A. **Termination for Convenience:** The City upon a thirty (30) day written notice to the other party may terminate this Agreement with or without cause. In the event of any termination, the Contractor shall be paid for all services rendered to the date of termination.
- B. **Termination for Cause:** The obligation to provide further services under this Agreement may be terminated by the City upon seven (7) days written notice in the event of failure by the Contractor to perform in accordance with the terms hereof through no fault of the City.
- C. **Default:** In the event that the Contractor cannot respond adequately to the needs of the City, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability or replacement of personnel. If inability of placement of personnel in a timely manner is frequent, 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.

1.23 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.

1.24 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.

1.25 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.

1.26 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.

1.27 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.

1.28 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 Procurement Division.

PART II STATEMENT OF WORK

2.1 WORK OBJECTIVE

A. **Purpose:** The City of Stuart is soliciting proposals from qualified, experienced firms or individuals to provide hauling, dumping and returning of Roll-Off containers and/or compactors (Roll-Off Dumpster Services) on an as-needed basis. It is the City's intent to contract with a single service provider for those containers that are the responsibility of the City of Stuart. The City will supply the roll-off dumpsters for the customers requesting them and the requesting customer will provide any new compactors. All calls for service will go to the City, the City will contact the successful proposer to confirm date and time of pull. The City owned equipment is listed as follows:

ITEM	QTY	DESCRIPTION
1	2	10yd containers
2	4	20yd containers
3	1	30yd container
4	1	40yd container

B. Description of Services: A general description of services required are, but not limited to, the following: The successful proposer shall:

1. Deliver, haul, dump, and return open top and compacted waste containers within the City limits. Periodically, these units will be hauled to and dumped at the Martin County Landfill which is located at 9101 S.W. Bush Street, Palm City, FL, 34990. The successful proposer will be required to pull the container and return the landfill tickets to the Sanitation Department. The open top or compacted waste containers will then be returned to the customer. The City will pay disposal fees and the City will bill the customer.
2. Rinse and deodorize open top or compacted waste containers. After dumping the container, the driver is required to haul the container back to the City of Stuart Sanitation Complex located at 407 Martin Luther King Boulevard where the driver will rinse out the container on the wash rack before returning the container to the customer.
3. Provide and staff all equipment necessary to perform hauling, dumping and returning of containers.
4. Provide phone, fax and e-mail address for confirmation of containers needing service by the City of Stuart Sanitation Department.
5. Provide a local contact and phone number, who has knowledge of the area for resolving issues related to the day to day operations of City scheduled work.
6. Provide service of containers within 24 hours from time of notice from the City of Stuart Sanitation Department.
7. Return all landfill tickets and other documentation from containers pulled each day, within 24 hours, to the City of Stuart Sanitation Department either by fax or hand delivery.
8. Assist the City of Stuart Sanitation Department in unloading of new deliveries of open top containers and compactor units that will be stored on site for future use.
9. Provide a list of equipment supplied by contractor and include quantity, description of equipment (type, model, and manufacturer) and identify in Item 5.5.

C. Compactor Unit Locations:

The locations of Compactor Units to be serviced are as follows:

- | | |
|---|---|
| 1. Fresh Market – 25yd Compactor
2300 SE Ocean Blvd. Stuart Fl.
(Serviced Weekly on Thursday) | 4. Publix Super Market – 30yd Compactor
1505 NW Federal Hwy, Stuart Fl.
(Serviced 10 th , 20 th , 30 th of each month) |
| 2. Solaris Healthcare – 30yd Compactor
800 SE Central Pkwy, Stuart Fl.
(Every other week service on Thursday) | 5. Lowes Home Improvement – 40yd Receiver Box
3620 SE Federal Hwy, Stuart Fl.
(Serviced 1 – 2 times per month) |
| 3. Tralee Sailfish 1 LLC – 35yd
Compactor
300 SE Saint Lucie Blvd, Stuart Fl.
(Once a month service) | 6. Marshalls – 40yd Receiver Box
2475 NW Federal Hwy, Stuart Fl.
(Serviced once a month) |
| | 7. Wal-Mart – 30yd Compactor
4001 SE Federal Hwy, Stuart Fl.
(Serviced once a week) |

- | | |
|--|---|
| <p>8. Martin Memorial Hospital – 35yd Compactor
300 SE Hospital Ave. Stuart Fl.
(Serviced Every Monday & Thursday)</p> <p>9. Cedar Point Village 8 – 30yd Compactor
2929 SE Ocean Blvd. Stuart Fl.
(Serviced once a month)</p> | <p>10. Cedar Point Village 8 – 20yd Recycle Container
2929 SE Ocean Blvd. Stuart Fl.
(Serviced 1 – 2 times per month)</p> <p>11. Old Time Pottery Barn – 30yd Compactor
3020 SE Federal Hwy. Stuart, Fl. 34994
(Serviced 15th & 30th of each month)</p> |
|--|---|

2.2 BUSINESS OPERATIONS

- A. **City Hours of Operation:** Unless otherwise directed by the Project Manager; or his designee, the successful Contractor(s) shall insure that services as required are scheduled with the Representative or Delegate of the City between the hours of 7:00 AM and 5:00 PM; Monday through Friday, any exceptions must have prior approval by the City.
- B. **Inclement Weather Conditions:** Upon approval by the Representative or Delegate of the City, the Contractor may cease operations of services during inclement weather conditions.
- C. **Observed Holidays:** Proposer’s employees furnished under this Contract will observe holidays as observed by the City. Proposer’s employees will not work under this Contract on such holidays and no payment will be made by the City to Proposer for such 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

2.3 BONDS

- A. **Bond Guarantee:** A proposal guarantee must be submitted with the proposal, **if the total amount proposed exceeds \$50,000.** The bond shall be in an amount equal to ten percent (10%) of the total amount. 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.
- B. **Payment & Performance Bonds:** The successful proposer, when awarded a contract, will be required to furnish payment and performance bonds 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.

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

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

Tab 2: Task Approach/Operational Plan

Describe, in detail, the proposed plan for providing the services identified in this RFP, highlighting proven strategies and expertise. The plan should include expected obligations and duties of the City upon which the proposed plan is contingent. Include an organizational chart outlining operational structure, including personnel to be assigned to the City. Describe all quality control implementation procedures sub-consultant supervision, contract compliance and enforcement of industry standards. Comment on firm's project schedules, budgets and adherence to those items. Discuss ways to maintain

schedules. Discuss cost control. Describe any project management systems used to track and control project issues. Describe the communication procedures to be employed throughout the contract term and the plan to establish and maintain clear lines of communication with the City Project Manager and City staff.

Tab 3: Past Performance in similar activities in Florida

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

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

Tab 4: Proposal Form: Insert all requested pricing in the attached Price Proposal Form. The proposed fees shall include all overhead and expenses Item 5.1.

Tab 5: 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 6 - Prohibition Non-Collusion/Conflict of Interest Disclosure Statements

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

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

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

Tab 7 - 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 8 - Addenda (if applicable)

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

PART IV EVALUATION OF SUBMISSIONS

4.1 EVALUATION METHOD AND CRITERIA

- A. General:** The City'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 criteria shall be utilized in the evaluation of the proposals.

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

EVALUATION CATEGORIES

POINTS POSSIBLE

Overall qualifications and knowledge of procedures.	30 pts
Task approach/operational plan.	25 pts
Past performance record on work of similar nature.	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 Procurement 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 the Procurement Office, at (772) 288-5320, fax (772) 600-0134, or email: purchasing@ci.stuart.fl.us between the hours of 8:30 a.m. and 5:00 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

ROLL-OFF DUMPSTER SERVICES: 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	Delivery of Open Top Containers: Container deliveries of all sizes of open top roll-off containers located within the City	Per Delivery	\$ 60.00
2	Delivery of Compacted Waste Containers: These deliveries will be compacted waste units located within the City	Per Delivery	\$ 60.00
3	Pull Charge for a 10 yard Open Top Container	Pull Charge	\$ 125.00
4	Pull Charge for a 20 yard Open Top Container	Pull Charge	\$ 125.00
5	Pull Charge for a 30 yard Open Top Container	Pull Charge	\$ 125.00
6	Pull Charge for a 40 yard Open Top Container	Pull Charge	\$ 125.00
7	Pull Charge for a Self-Contained Compactor Unit	Pull Charge	\$ 125.00
8	Pull Charge for a Receiver Box Compacted Unit	Pull Charge	\$ 125.00
9	Relocate: All sizes open top containers	Relocate Charge	\$ 60.00
10	Return Trip Charge: Return trip for all sizes of containers	Return Trip Charge	\$ 60.00
11	Rinse and Deodorize: After dumping, the open top or compacted unit it will be brought back to the City Sanitation Department so that the driver can hose out the unit before returning it to the customer.	Charge Per Container	\$ 45.00
12	Unloading of new container deliveries: Unloading of new open top containers or compacted units purchased by the City for future use. They will be stored at the City Sanitation yard.	Charge Per Container	\$ 20.00

Preferred method of payment is by the City Purchasing Card (VISA). **DO YOU ACCEPT THE PURCHASING CARD (VISA)?** Yes No

COMPANY NAME: Sunshine Recycling Services of SWFL, LLC

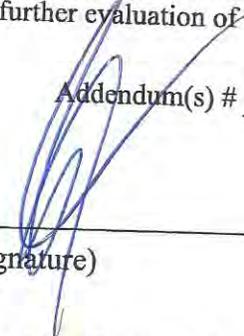
The Respondent certifies that as a condition of bidding he will hold good his proposal prices for a minimum period of ninety (90) calendar days from the date bids are opened.

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 statement 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) # 1 through # 1 Respondent's Initials rr



(Signature)

Sunshine Recycling Services of SW

Name of Company, Firm

Rick Rubio

(Printed Name)

General Manager

(Printed Title)

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.
- 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 Manager, 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 Insurance, including Contractual Liability, to cover the Indemnification & Hold Harmless agreement set forth herein, with limits of not less than:

• Each Occurrence	\$1,000,000
• Personal/Advertising Injury	\$1,000,000
• Products/Completed Operations Aggregate	\$2,000,000
• General Aggregate	\$2,000,000
• Fire Damage	\$100,000 Any 1 Fire
• Medical Expense	\$10,000 Any 1 Person
 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 Contract take out and maintain Business Automobile Liability Insurance for any auto (all owned, hired, and non-owned autos) with limits of not less than \$1,000,000 per accident. In the event bidder does not own any automobiles, the City will accept proof of hired and non-owned auto liability only. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.
 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 with limits equal to Florida Statutory (F.S. 440) requirements. Employers liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under Federal Workers Compensation Statute, proof of appropriate Federal Act Coverage must be provided.
 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. 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 Office of the Procurement Manager. 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.
- D. 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.

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: City of Naples		
Address 50 Riverside Circle		
City Naples	, State FL	Zip Code 34102
Contact Name: Laura Fore	Title: Solid Waste Superintendent	
Phone No: 239-213-4700	Fax:	Email: ifore@naplesgov.com
Date of Service or Contract Period: 2009 - Present	Location Various locations in Naples	
Summary of Services Performed roll off services	Governmental or Private Government	
Dollar Value of Contract \$ 208,750 per year		

#2 REFERENCES

Company/Entity Name: Broward County		
Address 115 South Andrews Ave Room 501		
City Fort Lauderdale	, State FL	Zip Code 33301
Contact Name: Candace Jensen	Title: Contract Administrator	
Phone No: 954-357-6576	Fax:	Email: cjensen@broward.org
Date of Service or Contract Period: June 2015 - Present	Location Various locations Broward Ct	
Summary of Services Performed roll off services	Governmental or Private Government	
Dollar Value of Contract \$ 169,725 per year		

#3 REFERENCES

Company/Entity Name: Stericycle / Boca Raton Regional Hospital		
Address 8100 Meadows Road		
City Boca Raton	, State FL	Zip Code
Contact Name:	Title: Sustainability Supervisor	
Phone No: 561-951-0448	Fax:	Email: jtutwiler@stericycle.co
Date of Service or Contract Period: 2011 - Present	Location Boca Hospital	
Summary of Services Performed roll off services	Governmental or Private Private	
Dollar Value of Contract \$ 100,000 per year		

Company Name Sunshine Recycling Services of SWFL, LLC

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: <u>None</u>
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 Sunshine Recycling Services of SWFL, LLC

5.5 EQUIPMENT SUPPLIED BY CONTRACTOR

ITEM	QTY	DESCRIPTION	MANUFACTURER
1	5	Roll Off Trucks	Mack
2	2	Roll Off Trucks	Peterbilt
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 \$50,000 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

(to be submitted with RFP response)

COMPANY NAME: Sunshine Recycling Services of SWFL, LLC

5.7 SAMPLE CONTRACT

CONTRACTOR: _____

PROJECT: RFP #: Roll-Off Dumpster Services

CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter "Contract," made and entered into the _____ day of _____, 2016 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 Roll-Off Dumpster Services by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide Roll-Off Dumpster Services pursuant to this Contract as hereinafter provided. These services will include all labor, equipment, and materials necessary to provide Roll-Off Dumpster Services on an as-needed basis.

Section 1. Scope of Service

Contractor shall work with City staff in advising the City and the City Commission regarding Roll-Off Dumpster Services on an as-needed basis. The services will be those customarily attendant to Roll-Off Dumpster Services on an as-needed basis. 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 #2016-161 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 two (2) years with the option of three (3) 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 Roll-Off Dumpster 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 thirty (30) 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.

6.3 Default

In the event that the Contractor cannot respond adequately to the needs of the City, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability or replacement of personnel. If inability of placement of personnel in a timely manner is frequent, 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.

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 Greg Schommer, Commercial Collection Team.

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 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 three (3) 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 5.3 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 Manager, 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 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.

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. Public Records

In compliance with F.S. 119.0701 the Contractor shall:

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

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

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

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

All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."

If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

Section 15. 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 and Payment Bond"

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures are on following page

IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:

CHERYL WHITE
CITY CLERK

PAUL NICOLETTI
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:



(Signature)



(Signature)

CONTRACTOR



(Signature)

Rick Rubio

Printed Name

Manager

Title

EXHIBIT B

"ORIGINAL RFP AS ISSUED BY CITY, INCLUDING ALL ADDENDA"



City of Stuart

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

Lenora Darden, CPPB
Procurement Manager
purchasing@ci.stuart.fl.us

Telephone (772) 288-5320
Fax: (772) 600-0134
www.cityofstuart.us

LEGAL NOTICE FOR RFP #2016-161

ANNUAL CONTRACT FOR ROLL-OFF DUMPSTER SERVICES

The Stuart City Commission, Stuart, Florida is soliciting qualified firms or individuals to provide all labor, equipment, and materials necessary to provide hauling, dumping and returning of Roll-Off containers and/or compactors (Dumpster Services) on an as-needed basis.

A complete RFP package 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 Procurement Office at 772-288-5320 or by email at purchasing@ci.stuart.fl.us. 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 Procurement Division.

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.

A Bond Guarantee in an amount of ten percent (10%) of the total amount proposed is required and must be submitted with their submittal, if the total amount proposed exceeds \$50,000. The Bond Surety may be in the form of a Surety Bond with a carrier duly licensed and authorized to do business in the State of Florida, Cashier's Check or Certified Check (checks made payable to The City of Stuart).

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 2:30 pm, Wednesday, June 8, 2016**. Submittals will be accepted by hand delivery overnight delivery or by U.S. Mail to Procurement and Contracting Services Division, 121 SW Flagler Avenue, Stuart, Florida 34994. Submittals received after that date and time will not be accepted or considered and will be retained unopened. Submittals will be opened as soon as practicable thereafter.

Mail/Overnight/Hand Deliver Submittal Responses to:
Stuart City Hall
Procurement & Contracting Services Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

Mark outside of envelope: RFP # 2016-161 "Roll-Off Dumpster Services"

Publish Date: May 26, 2016
Account # 888308

Stuart City Commission
City of Stuart, Florida

Table of Contents

PART I – GENERAL INFORMATION	1
1.1 OVERVIEW	1
1.2 DEFINITIONS.....	1
1.3 LOCATION OF OPENING	1
1.4 CONTRACT AWARD.....	1
1.5 DEVELOPMENT COSTS.....	2
1.6 INQUIRIES	2
1.7 TIMETABLES.....	2
1.8 DELAYS.....	2
1.9 QUALIFICATION SUBMISSION & WITHDRAWAL	3
1.10 ADDENDA.....	3
1.11 EQUAL OPPORTUNITY	3
1.12 INSURANCE.....	3
1.13 PUBLIC ENTITY CRIMES	4
1.14 SUSPENDED VENDOR.....	4
1.15 ASSIGNMENT & SUBCONTRACTING	4
1.16 PROPOSAL AS PUBLIC DOMAIN	4
1.17 PUBLIC RECORDS.....	4
1.18 LICENSES.....	5
1.19 BUSINESS TAX RECEIPT	5
1.20 SAFETY STANDARDS	5
1.21 CONTRACT TERMS.....	5
1.22 TERMINATION.....	6
1.23 BACKGROUND INFORMATION	6
1.24 REFERENCES/RECORD CHECK.....	6
1.25 COMPETENCY OF RESPONDENTS	6
1.26 OTHER GOVERNMENTAL ENTITIES	7
1.27 ESTIMATED QUANTITIES	7
1.28 PERFORMANCE EVALUATION	7
PART II – STATEMENT OF WORK	7
2.1 WORK OBJECTIVE.....	7
A Purpose	7
B Description of Services	8
C Compactor Units	8
2.2 BUSINESS OPERATIONS.....	9
A Hours of Operation	9
B Inclement Weather Conditions	9
C Observed Holidays.....	9
2.3 BONDS	9
A Bond Guarantee	9
B P & P Bonds.....	9
PART III – INSTRUCTIONS FOR PREPARING SUBMISSIONS	10
3.1 RULES FOR SUBMISSION	10
3.2 PROPOSAL FORMAT	10
Letter of Transmittal	10
T1 Qualifications/Knowledge	10
T2 Task Approach/Operational Plan.....	10

T3	Past Performance	11
T4	Compensation Schedule.....	11
T5	Insurance.....	11
T6	Disclosure Statements.....	11
T7	Optional Information	11
T8	Addenda.....	11

PART IV – EVALUTION OF SUBMISSIONS	12
4.1 EVALUATION METHOD AND CRITERIA	12
A General.....	12
B Selection.....	12
C Presentations	12
D Negotiations.....	12
E Terms & Conditions.....	12
F Contact Person	13
G Purchasing Card Program	13

PART V – RFP SUBMITTALS	14
5.1 PROPOSAL FORM.....	14
5.2 INSURANCE REQUIREMENTS	16
5.3 REFERENCE FORM	18
5.4 SUBCONTRACTORS FORM	19
5.5 EQUIPMENT SUPPLIED BY CONTRACTOR	20
5.6 PROPOSAL CHECKLIST FORM.....	20
5.7 SAMPLE CONTRACT	21
A Proposal Submission.....	28
B Original RFP.....	28
C Insurance & Indemnification	28

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 Roll-Off Dumpster Services on an as-needed basis, 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.

"Delivery" shall mean the locating of a specified size dumpster at a defined location when service is initiated.

"Dumpster Relocation" shall mean the moving of an open top container from one location of a construction site to another spot at the same location.

"Haul" shall mean scheduled or on-call service to a location at the request of a customer.

"Pull Charge" shall mean the hauling, dumping and returning of a container located within the City of Stuart.

"Relocate" shall mean the moving of an open top container from a designated drop off point to another spot at the same location requested by the customer.

"Return Trip" shall mean the driver was unable to haul the compacted waste or open top container due to inaccessibility or overloading of the container and the driver had to return to the container at a later time or date to pull the container. The driver **must** notify the City of any problems encountered prior to leaving the service site, the City will contact customer and attempt to resolve the issues before the driver leaves the service site. Failure to follow this protocol will result in the City not being responsible for Return trip costs.

1.3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

Office of Purchasing
City of Stuart
121 S.W. Flagler 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 the Procurement Office, regarding questions about the proposal at email: purchasing@ci.stuart.fl.us or facsimile: (772) 600-0134. The Procurement 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 Procurement Office.

1.7 TIMETABLES

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

- A. On May 26, 2016 the City issues the RFP.
- B. From May 26, 2016 to June 1, 2016, 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 2:30 PM on June 8, 2016.
- 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 June 17, 2016.

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:

**Stuart City Hall
Procurement & Contracting Services Division
121 S.W. Flagler Avenue
Stuart, Florida 34994**

To facilitate processing, please mark the outside of the envelope as follows: **RFP# 2016-161 “Roll-Off Dumpster 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
2:30 P.M. ON JUNE 8, 2016.***

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 Procurement 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) 288-5320, before proposal closing time. A proposal received by the City Procurement Office after the established deadline will be retained unopened.

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 must submit proof of insurance with their submittal. The awarded contractor shall maintain insurance coverage reflecting the minimum amounts and coverages as specified in Item 5.2.

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 ASSIGNMENT & SUBCONTRACTING

The successful proposer will not be permitted to assign its contract with the City without obtaining prior written approval of the City of Stuart. 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 PUBLIC RECORDS: In compliance with F.S. 119.0701 the Contractor shall:

- A. Keep and maintain public records that would ordinarily and necessarily be required by the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.
- B. Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."
- F. If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

1.18 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.

1.19 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.

1.20 SAFETY STANDARDS

Manufactured items, fabricated assemblies and on-site Contractor services shall comply with all applicable federal, state and local requirements. 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.

1.21 CONTRACT TERMS

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 two (2) years subsequent to approval by the proper City authorities. The contract may be renewed for three (3) 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 not to exceed six (6) months.
- 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 three (3) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed five (5) 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.

- C. **Contract Amendment:** The City reserves the right to delete, add or revise service items under this proposal at any time during the contract term when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract term.
- D. **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.

1.22 TERMINATION CLAUSES

- A. **Termination for Convenience:** The City upon a thirty (30) day written notice to the other party may terminate this Agreement with or without cause. In the event of any termination, the Contractor shall be paid for all services rendered to the date of termination.
- B. **Termination for Cause:** The obligation to provide further services under this Agreement may be terminated by the City upon seven (7) days written notice in the event of failure by the Contractor to perform in accordance with the terms hereof through no fault of the City.
- C. **Default:** In the event that the Contractor cannot respond adequately to the needs of the City, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability or replacement of personnel. If inability of placement of personnel in a timely manner is frequent, 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.

1.23 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.

1.24 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.

1.25 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.

1.26 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.

1.27 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.

1.28 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 Procurement Division.

PART II STATEMENT OF WORK

2.1 WORK OBJECTIVE

A. Purpose: The City of Stuart is soliciting proposals from qualified, experienced firms or individuals to provide hauling, dumping and returning of Roll-Off containers and/or compactors (Roll-Off Dumpster Services) on an as-needed basis. It is the City's intent to contract with a single service provider for those containers that are the responsibility of the City of Stuart. The City will supply the roll-off dumpsters for the customers requesting them and the requesting customer will provide any new compactors. All calls for service will go to the City, the City will contact the successful proposer to confirm date and time of pull. The City owned equipment is listed as follows:

ITEM	QTY	DESCRIPTION
1	2	10yd containers
2	4	20yd containers
3	1	30yd container
4	1	40yd container

B. Description of Services: A general description of services required are, but not limited to, the following: The successful proposer shall:

1. Deliver, haul, dump, and return open top and compacted waste containers within the City limits. Periodically, these units will be hauled to and dumped at the Martin County Landfill which is located at 9101 S.W. Bush Street, Palm City, FL, 34990. The successful proposer will be required to pull the container and return the landfill tickets to the Sanitation Department. The open top or compacted waste containers will then be returned to the customer. The City will pay disposal fees and the City will bill the customer.
2. Rinse and deodorize open top or compacted waste containers. After dumping the container, the driver is required to haul the container back to the City of Stuart Sanitation Complex located at 407 Martin Luther King Boulevard where the driver will rinse out the container on the wash rack before returning the container to the customer.
3. Provide and staff all equipment necessary to perform hauling, dumping and returning of containers.
4. Provide phone, fax and e-mail address for confirmation of containers needing service by the City of Stuart Sanitation Department.
5. Provide a local contact and phone number, who has knowledge of the area for resolving issues related to the day to day operations of City scheduled work.
6. Provide service of containers within 24 hours from time of notice from the City of Stuart Sanitation Department.
7. Return all landfill tickets and other documentation from containers pulled each day, within 24 hours, to the City of Stuart Sanitation Department either by fax or hand delivery.
8. Assist the City of Stuart Sanitation Department in unloading of new deliveries of open top containers and compactor units that will be stored on site for future use.
9. Provide a list of equipment supplied by contractor and include quantity, description of equipment (type, model, and manufacturer) and identify in Item 5.5.

C. Compactor Unit Locations:

The locations of Compactor Units to be serviced are as follows:

- | | |
|---|---|
| 1. Fresh Market – 25yd Compactor
2300 SE Ocean Blvd. Stuart Fl.
(Serviced Weekly on Thursday) | 4. Publix Super Market – 30yd Compactor
1505 NW Federal Hwy, Stuart Fl.
(Serviced 10 th , 20 th , 30 th of each month) |
| 2. Solaris Healthcare – 30yd Compactor
800 SE Central Pkwy, Stuart Fl.
(Every other week service on Thursday) | 5. Lowes Home Improvement – 40yd Receiver Box
3620 SE Federal Hwy, Stuart Fl.
(Serviced 1 – 2 times per month) |
| 3. Tralee Sailfish 1 LLC – 35yd
Compactor
300 SE Saint Lucie Blvd, Stuart Fl.
(Once a month service) | 6. Marshalls – 40yd Receiver Box
2475 NW Federal Hwy, Stuart Fl.
(Serviced once a month) |
| | 7. Wal-Mart – 30yd Compactor
4001 SE Federal Hwy, Stuart Fl.
(Serviced once a week) |

- | | |
|--|---|
| <p>8. Martin Memorial Hospital – 35yd Compactor
300 SE Hospital Ave. Stuart Fl.
(Serviced Every Monday & Thursday)</p> | <p>10. Cedar Point Village 8 – 20yd Recycle Container
2929 SE Ocean Blvd. Stuart Fl.
(Serviced 1 – 2 times per month)</p> |
| <p>9. Cedar Point Village 8 – 30yd Compactor
2929 SE Ocean Blvd. Stuart Fl.
(Serviced once a month)</p> | <p>11. Old Time Pottery Barn – 30yd Compactor
3020 SE Federal Hwy. Stuart, Fl. 34994
(Serviced 15th & 30th of each month)</p> |

2.2 BUSINESS OPERATIONS

- A. **City Hours of Operation:** Unless otherwise directed by the Project Manager; or his designee, the successful Contractor(s) shall insure that services as required are scheduled with the Representative or Delegate of the City between the hours of 7:00 AM and 5:00 PM; Monday through Friday, any exceptions must have prior approval by the City.
- B. **Inclement Weather Conditions:** Upon approval by the Representative or Delegate of the City, the Contractor may cease operations of services during inclement weather conditions.
- C. **Observed Holidays:** Proposer’s employees furnished under this Contract will observe holidays as observed by the City. Proposer’s employees will not work under this Contract on such holidays and no payment will be made by the City to Proposer for such 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

2.3 BONDS

- A. **Bond Guarantee:** A proposal guarantee must be submitted with the proposal, **if the total amount proposed exceeds \$50,000.** The bond shall be in an amount equal to ten percent (10%) of the total amount. 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.
- B. **Payment & Performance Bonds:** The successful proposer, when awarded a contract, will be required to furnish payment and performance bonds 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.

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

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

Tab 2: Task Approach/Operational Plan

Describe, in detail, the proposed plan for providing the services identified in this RFP, highlighting proven strategies and expertise. The plan should include expected obligations and duties of the City upon which the proposed plan is contingent. Include an organizational chart outlining operational structure, including personnel to be assigned to the City. Describe all quality control implementation procedures sub-consultant supervision, contract compliance and enforcement of industry standards. Comment on firm's project schedules, budgets and adherence to those items. Discuss ways to maintain

schedules. Discuss cost control. Describe any project management systems used to track and control project issues. Describe the communication procedures to be employed throughout the contract term and the plan to establish and maintain clear lines of communication with the City Project Manager and City staff.

Tab 3: Past Performance in similar activities in Florida

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

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

Tab 4: Proposal Form: Insert all requested pricing in the attached Price Proposal Form. The proposed fees shall include all overhead and expenses Item 5.1.

Tab 5: 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 6 - Prohibition Non-Collusion/Conflict of Interest Disclosure Statements

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

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

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

Tab 7 - 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 8 - Addenda (if applicable)

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

PART IV EVALUATION OF SUBMISSIONS

4.1 EVALUATION METHOD AND CRITERIA

- A. **General:** The City'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 criteria shall be utilized in the evaluation of the proposals.

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 and knowledge of procedures.	30 pts
Task approach/operational plan.	25 pts
Past performance record on work of similar nature.	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 Procurement 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 the Procurement Office, at (772) 288-5320, fax (772) 600-0134, or email: purchasing@ci.stuart.fl.us between the hours of 8:30 a.m. and 5:00 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

ROLL-OFF DUMPSTER SERVICES: 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	Delivery of Open Top Containers: Container deliveries of all sizes of open top roll-off containers located within the City	Per Delivery	\$
2	Delivery of Compacted Waste Containers: These deliveries will be compacted waste units located within the City	Per Delivery	\$
3	Pull Charge for a 10 yard Open Top Container	Pull Charge	\$
4	Pull Charge for a 20 yard Open Top Container	Pull Charge	\$
5	Pull Charge for a 30 yard Open Top Container	Pull Charge	\$
6	Pull Charge for a 40 yard Open Top Container	Pull Charge	\$
7	Pull Charge for a Self-Contained Compactor Unit	Pull Charge	\$
8	Pull Charge for a Receiver Box Compacted Unit	Pull Charge	\$
9	Relocate: All sizes open top containers	Relocate Charge	\$
10	Return Trip Charge: Return trip for all sizes of containers	Return Trip Charge	\$
11	Rinse and Deodorize: After dumping, the open top or compacted unit it will be brought back to the City Sanitation Department so that the driver can hose out the unit before returning it to the customer.	Charge Per Container	\$
12	Unloading of new container deliveries: Unloading of new open top containers or compacted units purchased by the City for future use. They will be stored at the City Sanitation yard.	Charge Per Container	\$
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"/>			

COMPANY NAME: _____

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 statement 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)

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.
- 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 Manager, 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 Insurance, including Contractual Liability, to cover the Indemnification & Hold Harmless agreement set forth herein, with limits of not less than:

• Each Occurrence	\$1,000,000
• Personal/Advertising Injury	\$1,000,000
• Products/Completed Operations Aggregate	\$2,000,000
• General Aggregate	\$2,000,000
• Fire Damage	\$100,000 Any 1 Fire
• Medical Expense	\$10,000 Any 1 Person
 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 Contract take out and maintain Business Automobile Liability Insurance for any auto (all owned, hired, and non-owned autos) with limits of not less than \$1,000,000 per accident. In the event bidder does not own any automobiles, the City will accept proof of hired and non-owned auto liability only. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.
 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 with limits equal to Florida Statutory (F.S. 440) requirements. Employers liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under Federal Workers Compensation Statute, proof of appropriate Federal Act Coverage must be provided.
 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. 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 Office of the Procurement Manager. 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.
- D. 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.

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>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>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>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>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 \$50,000 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

(to be submitted with RFP response)

COMPANY NAME: _____

5.7 SAMPLE CONTRACT

CONTRACTOR: _____

PROJECT: **RFP #: Roll-Off Dumpster Services**

CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter "Contract," made and entered into the ____ day of _____, 2016 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 Roll-Off Dumpster Services by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide Roll-Off Dumpster Services pursuant to this Contract as hereinafter provided. These services will include all labor, equipment, and materials necessary to provide Roll-Off Dumpster Services on an as-needed basis.

Section 1. Scope of Service

Contractor shall work with City staff in advising the City and the City Commission regarding Roll-Off Dumpster Services on an as-needed basis. The services will be those customarily attendant to Roll-Off Dumpster Services on an as-needed basis. 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 #2016-161 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 two (2) years with the option of three (3) 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 Roll-Off Dumpster 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 thirty (30) 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.

6.3 Default

In the event that the Contractor cannot respond adequately to the needs of the City, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability or replacement of personnel. If inability of placement of personnel in a timely manner is frequent, 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.

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 Greg Schommer, Commercial Collection Team.

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 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 three (3) 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 5.3 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 Manager, 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 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.

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. Public Records

In compliance with F.S. 119.0701 the Contractor shall:

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

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

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

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

All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."

If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

Section 15. 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 and Payment Bond"

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures are on following page

IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:

CHERYL WHITE
CITY CLERK

PAUL NICOLETTI
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

CONTRACTOR

(Signature)

(Signature)

(Signature)

Printed Name

Title



City of Stuart

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

Lenora Darden, CPPB
Procurement Manager
purchasing@ci.stuart.fl.us

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

Date: June 2, 2016
To: All Prospective Proposers
Subj: Addendum #1 to RFP# 2016-161, Roll-Off Dumpster Services

ADDENDUM #1

The purpose of this addendum is to respond to questions submitted by potential proposers for clarification of the RFP as follows:

- 1. Question:** Can you please confirm the current hauler?
Answer: **The current contracted hauler for the City of Stuart is Waste Management.**
- 2. Question:** How long has the current Vendor been under contract with The City?
Answer: **Initial (1) year term with (2) additional one year renewal periods.**
- 3. Question:** When rinsing and deodorizing the compactors at the designated wash rack is does the Vendor receive priority access, or is there a scheduling process for use?
Answer: **Yes, the vendor will have priority access when compactors are scheduled for rinsing and deodorizing. The City will assist the vendor in this process.**
- 4. Question:** Does the City provide the necessary chemicals to clean and deodorize the compactors?
Answer: **The City will provide all necessary chemicals to clean and deodorize the compactors.**
- 5. Question:** Page 7, Part II Statement of Work, 2.1 Work Objective, A. Purpose, reflects a total of (8) open top roll off containers owned by the City, in the event that a customer requests a container, is the City requesting that the Vendor deliver and haul The City owned open top roll off equipment displayed?
Answer: **The vendor will deliver the City owned open top roll-off containers.**
- 6. Question:** Page 8, Part II Statement of Work, 2.1 Work Objective, B. Description of Services, #1 states "The City will pay disposal fees and the City will bill the customer." Does the City pay the disposal fees directly to the designated disposal facility or does the Vendor incur the disposal cost and then pass the charges onto the City?
Answer: **The City will pay the disposal fees to the designated disposal facility.**

7. **Question:** If the Open Top contains materials other than MSW, such as C&D Material or Cardboard, is the Vendor required to haul the material to the designated Martin County Landfill?
- Answer:** Yes, the vendor is required to haul all materials to the Martin County Landfill.
8. **Question:** Will the Vendor be required to place Vendor owned open top roll offs or compactor equipment at any time throughout the contract?
- Answer:** No.
9. **Question:** What is the current haul rate for compactors?
- Answer:** \$122.22
10. **Question:** What is the current haul rate for open top roll offs?
- Answer:** \$112.04.
11. **Question:** Page 9, Part II Statement of Work, 2.3 Bonds, A. Bond Guarantee, states if the total amount proposed exceeds \$50,000 a bond equivalent to 10% of the total amount is required however there is no Grand Total line item on page 14 of the bid sheet nor any collective information displaying estimated annual compactor or open top hauls, please clarify how bidders are able to determine this?
- Answer:** The bond guarantee shall be 10% of the proposed budget of \$84,350.00.

All other terms and conditions of this RFP remain unchanged.

This Addendum shall be considered an integral part of the RFP and Contract Documents and this Addendum must be acknowledged, signed and returned with your submittal **by 2:30 p.m. on June 8, 2016.** Failure to comply will result in disqualification of your submittal.



Lenora Darden, CPPB
Procurement Manager
City of Stuart, Florida

Acknowledgement is hereby made of Addendum #1 to RFP #2016-161, Roll-Off Dumpster Services.

Signature

Firm

Date

Email Address

EXHIBIT C

"INSURANCE & INDEMNIFICATION"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/21/2016

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 Alan Williams & Assoc Ins Agency Inc 13720-2 Ben C. Pratt/ Six Mile Cypress Pkwy Ft. Myers FL 33912	CONTACT NAME: Nicolette Lopez PHONE (A/C, No. Ext): (239) 418-1100 E-MAIL ADDRESS: nicolette@awainsurance.com		FAX (A/C, No): (239) 418-1164
	INSURER(S) AFFORDING COVERAGE INSURER A: Bridgefield ESI		NAIC # 10701
INSURED Sunshine Recycling Services of S.W. FL, LLC 20681 Fruitful Drive P O Box 348 Estero FL 33928	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 15/16 Master

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						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)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						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	Y/N	N/A	830-52848	8/1/2015	8/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Stuart is named as additional insured. Job: 2016-161 Roll-Off Dumpster Services

CERTIFICATE HOLDER

ldarden@ci.stuart.fl.us

 City of Stuart
 121 SW Flagler Ave
 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

Esther Maddux/LOPEZ

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EXHIBIT D
"PERFORMANCE BOND"

PLATTE RIVER INSURANCE COMPANY

Annually Renewable Performance Bond

BOND # 41352467

KNOW ALL MEN BY THESE PRESENTS: That **Sunshine Recycling of SW FL, LLC** _____ (hereinafter called the Principal), and **Platte River Insurance Company** (hereinafter called the Surety), are held and firmly bound unto _____ City of Stuart _____, (hereinafter called the Obligee), in the full and just sum of Eighty Five Thousand and 00/100 Dollars (\$85,000), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated the 1st of July, 2016, entered into a Contract with the Obligee City of Stuart for a period of one years which contract is hereby referred to and made a part hereof.

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

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every obligation in said Contract at the time and in the manner specified during the term of this bond, and shall reimburse said Obligee for any loss which said Obligee may sustain by reason of failure or default on the part of said Principal, than this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is subject to the following conditions:

1. This bond is for the term beginning July 1, 2016, and ending July 1, 2017. The bond may be extended for additional terms at the option of the surety, by continuation certificate executed by the Surety. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.
2. In the event of default by the Principal, Obligee shall deliver to Surety by certified mail, a written statement of the facts of such default, within thirty (30) days of the occurrence. In the event of default, the Surety will have the right and opportunity, at its sole discretion, to: a) cure the default; b) assume the remainder of the Contract and to perform or sublet same; c) or to tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall the Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed against the Principal.
3. 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 upon the Surety within one year from termination or expiration of the bond term.
4. 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, administrator or successors of Obligee.
5. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying document, then the terms of this bond shall prevail.
7. This bond shall not bind the Surety unless the bond is accepted by the Obligee.



Signed and sealed this 21st day of June, 2016.

PRINCIPAL:

_____ (seal)

By: _____

(Name & Title)

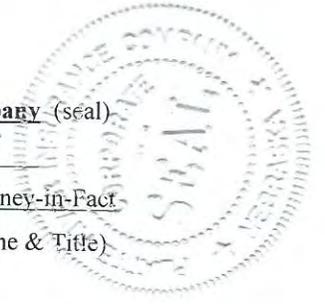
SURETY:

Platte River Insurance Company (seal)

By: 

IAN NORRIS Attorney-in-Fact

(Name & Title)



PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41352467

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

IAN NORRIS

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:

Gary W. Stumper
Gary W. Stumper
President
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills
Stephen J. Sills
CEO & President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



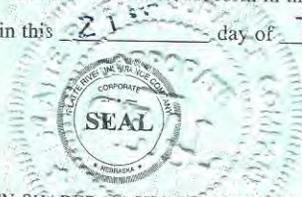
David J. Regele
David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 21st day of JUNE, 2016.

Ian Norris
IAN NORRIS



Antonio Celii
Antonio Celii
Secretary