



City of Stuart

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

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

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

February 2, 2016

Clean Sweep & Vac, LLC
Attn: Mr. David Benard, Owner
2201 SE Indian Street, Unit M6
Stuart, FL 34997

Via Email Transmission: dave@cleansweepandvac.com

RE: Notice of Award/Preparation of Contract Documents
RFP No. 2016-160, Annual Contract for Street Sweeping Services

Dear Mr. Benard:

The Stuart City Manager awarded 2016-160, Annual Contract for Street Sweeping Services, to your firm on January 27, 2016. Please consider this your formal notice of award. The City of Stuart requests that you provide all necessary insurance requirements within 10 days (February 12, 2016) as listed below:

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**, 2016-160, Annual Contract for Street Sweeping Services.

Attached is the contract for Street Sweeping 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 term of this Contract shall be for an initial period of one (1) year with the option of two (2) additional one-year renewal periods.

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 2016-160 Official File



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MEMORANDUM

To: Paul Nicoletti, City Manager
From: Lenora Darden, Procurement Manager
Date: January 22, 2016
Subject: Award of RFP #2016-160: Annual Contract for Street Sweeping Services

Attached are: a) List of proposers submitted and tabulation b) the selection committee ranking and evaluation summary 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 December 21, 2015. The Procurement Office sent complete proposal packages to three (3) suggested vendors. This solicitation was disseminated by DemandStar on-line, who notified One hundred and sixty-three (163) interested vendors. Out of nine (9) planholders, two (2) responsive proposals were received by 2:30 pm on the RFP opening date, January 13, 2016. A three (3) member selection committee evaluated the responses based on the following criteria: the firms' expertise, experience and professional qualifications; past performance; overall task approach and operational plan; equipment utilized to accomplish work; and pricing proposed. All firms were ranked based on the established written criteria. The Selection Committee determined that the firm most qualified to provide the necessary services for this project is Clean Sweep and Vac, LLC

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 #2016-160: Annual Contract for Street Sweeping Services for the initial term of one (1) year with two (2) additional 1-year periods, to the highest ranked and most responsible and responsive proposer: Clean Sweep and Vac, LLC of Stuart, Florida in the annual amount not to exceed \$27,024.00.
- Further information is required
- Recommend all proposals be rejected

Paul Nicoletti, City Manager

1-27-16

Date



CITY OF STUART
STANDARD "SHORT FORM CONTRACT"

CONTRACTOR: CLEAN SWEEP AND VAC, LLC
P O BOX 3268,
STUART, FL 34995

PROJECT: RFP #2016-160: ANNUAL CONTRACT FOR STREET SWEEPING SERVICES

CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter "Contract," made and entered into the 27th day of January, 2016 by and between **Clean Sweep & Vac, LLC, 2201 SE Indian Street, Unit M-6, Stuart, Florida 34997** hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF CONTRACT

City intends to enter into a contract with Contractor for provision of Street Sweeping Services by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

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

Section 1. Scope of Service

Contractor shall work with City staff in advising the City and the City Commission regarding Street Sweeping Services as rendered. The services will be those customarily attendant to Street Sweeping and Cleaning Services. The detailed scope of services to be performed and schedule of fees for those services is described in Exhibit A (Contractor's response to RFP #2016-160 as accepted by the CITY) and Exhibit B (CITY's original Request For Proposals) incorporated herein.

III. CONTRACT PROVISIONS

Section 1. Period of Service

1.1 Term of Contract

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

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

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

2.2 Invoices

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

2.3 Payment

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

Section 3. Guarantee

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

Section 4. Audit

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

Section 5. Contractor Responsibility

5.1 Independent Contractor

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

5.2 Responsibility for Work

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

5.3 Contractor's Records

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

Section 6. Termination

6.1 Termination for Convenience

Either party upon a 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.

Section 7. CITY's Obligations

7.1 Project Manager

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

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

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

Section 8. Persons Bound by Contract

8.1 Parties to the Contract

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

8.2 Assignment of Interest in Contract

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

8.3 Other Entity Use

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

8.4.1 Inspection

The project will be inspected by the Project Manager for the City and will be rejected if it is not in conformity with the Agreement provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in writing that the work shall be ready for inspection on a definite date, at least two (2) calendar days thereafter, which shall be stated in such notice.

8.5 Rights and Benefits

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

Section 9. Indemnification of City

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

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

Section 10. Insurance.

10.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Item 5.2 of the Request for Proposal and included in "**Exhibit C**" of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk 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 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 of 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."

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:

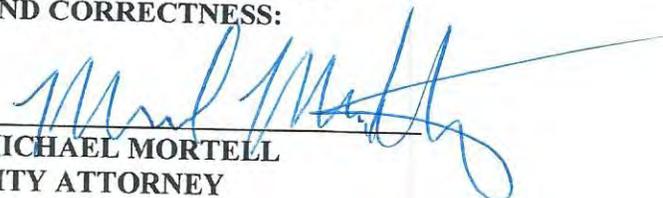

2/8/16

CHERYL WHITE
CITY CLERK



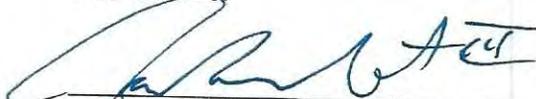
PAUL NICOLETTI
CITY MANAGER

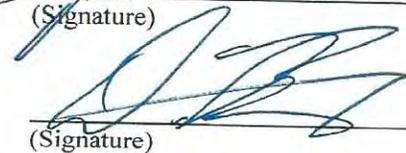
APPROVED AS TO FORM
AND CORRECTNESS:



MICHAEL MORTELL
CITY ATTORNEY

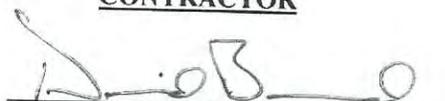
WITNESSES:



(Signature)


(Signature)

CONTRACTOR



(Signature)
DAVID BERNARD

Printed Name
MANAGER

Title

EXHIBIT A

“PROPOSAL AS SUBMITTED BY RESPONDENT AND ACCEPTED BY CITY”



City of Stuart

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Department of Financial Services
Procurement and Contracting Services Division

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

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LEGAL NOTICE FOR RFP #2016-160

ANNUAL CONTRACT FOR STREET SWEEPING SERVICES

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

A complete RFP package 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, January 13, 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 #2016-160-"Annual Contract for Street Sweeping Services"**

Publish Date: December 21, 2015

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PART I GENERAL INFORMATION

1.1 OVERVIEW

This Request for Proposal (RFP) provides guidelines for the submission of proposals in response to the City of Stuart's solicitation for firms and individuals to provide all labor, equipment, and materials necessary to provide Street Sweeping and Parking Lot Cleaning Services, as described herein.

1.2 DEFINITIONS

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

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

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

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

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

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

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

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

1.3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

Office of Procurement and Contracting Services Division
City of Stuart Annex
300 S.W. St. Lucie Avenue
Stuart, Florida 34994

1.4 CONTRACT AWARD

The City of Stuart anticipates entering into a contract with the proposer who submits the proposal judged by the City to be most advantageous. The City anticipates awarding one contract, but reserves the right to award to more than one, if it's in the City's best interests to do so. The proposer understands that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist, and is not binding, until proposals are reviewed and accepted by the City and executed by all parties. A sample Contract is attached to this RFP. The City anticipates that the final contract will be in substantial

conformance with the Sample Contract; nevertheless, proposers are advised that any contract which may result from the RFP is subject to negotiation and may deviate from the Sample Contract, if in the City's opinion, such deviation is reasonable, justifiable, and serves the best interest of this procurement and the City.

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

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

1.5 DEVELOPMENT COSTS

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

1.6 INQUIRIES

The City will not respond to oral inquiries. Interested proposers may contact the Procurement Office, regarding questions about the proposal at email: ldarden@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 December 16, 2015 the City issues the RFP.
- B. From December 16, 2015 to January 6, 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 January 13, 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 January 29, 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 #2016-160 “Annual Contract for Street Sweeping Services”** The envelope shall also include the proposer's return address.

Respondents shall submit one (1) original and four (4) copies of the proposal submittal with each marked "COPY", and **one (1) electronic copy (PDF format preferred) on a CD** 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 WEDNESDAY, JANUARY 13, 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, if awarded a contract, shall maintain insurance coverage (Item 5.2) reflecting the minimum amounts and coverages as required by the City.

1.13 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided for in s. 287 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

1.14 SUSPENDED VENDOR

An entity or affiliate who has been placed on the State of Florida Suspended Vendor List will not be considered for award. The Suspended Vendor List is available on the State's website at:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information

1.15 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 5.5). 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, including but not limited to, Federal safety regulations for grounding of electrical equipment, and Manual on Uniform Traffic Control Devices (MUTCD). For on-site Contractor services, the City reserves the right to request documentation of Contractor compliance with OSHA standards to include but not be limited to: Required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended, and any other applicable federal, state and local regulations.

1.21 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.

1.22 CONTRACT TERM

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

- A. **Contract Period:** This contract shall be awarded for an initial term of one (1) year subsequent to approval by the proper City authorities. The contract may be renewed for two (2) additional one year periods provided both the successful bidder and the City agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful bidder. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties 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 two (2) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed three (3) years. Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the City. Any price increases must be documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

1.23 **CONTRACT AMENDMENT**

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

1.24 **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.

1.25 **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.

1.26 **DEFAULT**

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

1.27 **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.

1.28 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 5.4). 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.

1.29 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.

1.30 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 PURPOSE

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

2.2 BACKGROUND INFORMATION

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

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

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

2.3 SITE INSPECTION

- A. It is the proposer's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other

site activities. Proposers are advised to make a thorough inspection of all streets and parking lots named in these specifications and to take note of any varying degrees of difficulty associated with the work site.

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

2.4 WORK OBJECTIVE

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

A. Street Sweeping

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

B. Parking Lot Cleaning

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

C. Water

1. Water required for street cleaning shall be available for purchase from the fire hydrant located at the Turf & Grounds Division, 920 East 10th Street, Stuart, Florida. The Contractor shall obtain and use a City water meter by making an appropriate deposit with

the Utility Billing section of the Department of Administrative Services and Finance, City Hall, 121 SW Flagler Avenue, Stuart, Florida, in compliance with established City procedures.

2. The contractor shall request in writing the use of any City fire hydrants, or City water sources needed, other than that designated, and obtain a city water meter through means of an appropriate deposit. The city shall have final approval of the water sources available and will bill the contractor.

D. Contractor Responsibilities

1. The contractor will be responsible for the posting of temporary "No Parking" signs for some streets. It shall be the responsibility of the contractor to provide, erect and remove the appropriate number of signs, notifying the public of the cleaning operation and temporary ban on parking. Streets to be posted with temporary signs prior to cleaning shall be designated by the City. Vehicles parked in violation of the temporary ban shall be reported to the City. Until such time as the vehicles are removed, the contractor may clean around the vehicles with the sweeping equipment. Cleaning under or adjacent to parked cars will not be the responsibility of the contractor.
2. The contractor must provide a Supervisor who shall keep the City informed of the contractor's activities and have in place a dispatch method available at all times who can be contacted by the City by radio, beepers, cellular phones etc.
3. The contractor is responsible to submit a proposed schedule to the City consisting of planned work to be accomplished. The Public Works Director; or his designee, shall have approval authority over the proposed schedule. Contractor may not change the schedule without the prior written authorization of the Public Works Director, or his designee. The City reserves the right to change the schedule, with adequate notification, so the best benefit of the work can be achieved.
4. The contractor shall request, in writing, the use of any City facility for the disposition of the sweeping debris. The contractor shall be responsible for the hauling and disposal of all sweeping debris.

E. Additional Information

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

F. Reports and Records

1. After schedule is approved, the contractor shall provide the City with a written report of the basic, pertinent information relating to the activities of each sweeping shift. This report must be approved by the City.

2. Any person operating sweeping equipment subject to this rule shall maintain operational and maintenance records showing compliance with manufacturer maintenance recommendations. Such records shall be maintained for a minimum of two years, and shall be submitted to Public Works Director, or his designee upon request.

G. Equipment

1. All equipment to be utilized by the successful proposer to perform the cleaning/sweeping services, as detailed herein, must be approved by the Public Works Director; or his designee. The contractor specifically agrees, to remove and replace any equipment judged by the City to be poorly operating, excessively noisy or dirty, or in any other meaningful way disturbing to the public welfare or producing an unsatisfactory street sweeping function and provide maintenance records of equipment as specified in Paragraph F, Reports and Records above.
2. Equipment must be equipped, at a minimum, with a flashing amber light and arrow board, both visible for a maximum of one (1) mile and mounted for maximum visibility. All warning signals must comply with the standards set forth in the Manual for Uniform Traffic Control Devices (MUTD).
3. Vacuum sweeping equipment with a water spray system is required to provide contracted cleaning services. Equipment must have a minimum of a 74 inch wide sweep pass with a left and right gutter broom. Sweepers should be capable of removing all normal levels of debris and material from the street and curbside in one pass. The sweeping equipment shall not exhibit an excessive noise level that could disturb adjacent property owners. Please list equipment in Item 5.6.

2.5 OPERATING AND WASTE REMOVAL PROCEDURES

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

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

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

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

2.6 INSPECTION and DIRECTION

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

2.7 INVOICING AND PAYMENT

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

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

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

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

2.8 BUSINESS OPERATIONS

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

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

C. **Observed Holidays**

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

2.9 START OF WORK AND TIME FOR COMPLETION

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

2.10 PUBLIC SAFETY AND CONVENIENCE

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

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

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

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

2.11 PROTECTION OF PROPERTY

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

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

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

2.12 BONDS

A. **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.

2.13 SWEEPING AREAS/LOCATIONS LIST

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

TABLE #1 CURBED CITY STREETS (CONT'D)

Night/Day	Street Name	From/To	Median	Curb	Monthly Frequency	Sides to be Swept	Curb Miles	Monthly Miles
D	California	West 5th St. to A1A/Dixie Hwy	No	Yes	4	Both	0.5	2.0
D	Nassau Ave.	Lake St. to East 10th St.	No	One side	1	Both	0.4	0.4
D	Bahama Ave.	MLK Jr. Blvd to East 10 th St.	No	One side	1	Both	0.4	0.4
D	East Ave.	MLK Jr. Blvd to Florida St.	No	Yes	4	Both	0.4	1.6
D	Tarpon Ave.	MLK Jr. Blvd to East 10 th St.	No	Yes	4	Outside	0.4	1.6
N	Flagler Ave.	Colorado Ave. to Fishing Pier	Yes	Yes	12	Both	0.8	9.6
N	Wright Blvd	A1A/SR 707/Dixie Hwy to US 1	No	Yes	1	Both	0.2	0.2
N	Colorado Ave.	Flagler Ave. to Seminole St.	No	Yes	12	Both	0.2	2.4
D	West 5 th St.	Colorado Ave. to Akron Ave.	No	Yes	2	Both	0.2	0.4
D	East 6 th St.	Colorado Ave. to California Ave.	No	Yes	2	Both	0.2	0.4
Total Curb Miles							12.6	50.1

TABLE #2 UNCURBED CITY STREETS

Night/Day	Street Name	From/To	Median	Curb	Monthly Frequency	Sides to be Swept	Curb Miles	Monthly Miles
D	Kindred Ave.	Colorado Ave. to Johnson Ave.	No	No	4	Both	0.3	1.2
D	Johnson Ave.	US 1 to Kindred Ave.	No	No	4	Both	0.4	1.6
D	Delaware St.	MLK Jr. Blvd to East 5th St.	No	No	1	Both	0.2	0.2
D	West 5 th St.	Georgia Ave. To Colorado Ave.	No	No	1	Both	0.1	0.1
D	Georgia Ave.	MLK Jr. Blvd to East Ocean Blvd	No	No	1	Both	0.5	0.5
D	Stypmann Blvd	Georgia Ave. to Flagler Ave.	No	No	1	Both	0.4	0.4
D	West 6 th St.	Colorado Ave. to A1A	No	No	1	Both	0.3	0.3
D	North Fork Rd.	North River Dr. to North Federal Hwy	No	No	1	Both	0.4	0.4
D	N. River Dr.	North Fork Dr. to North Federal Hwy	No	No	1	Both	0.8	0.8
D	Treasure Rd	North River Dr. to Terrace Rd.	No	No	1	Both	0.1	0.1
D	Terrace Rd.	North River Rd. to North River Rd.	No	No	1	Both	0.6	0.6
D	Church St.	Central Ave. to Tarpon Ave.	No	No	2	Both	0.3	0.6

TABLE #2 UNCURBED CITY STREETS (CONT'D)

Night/Day	Street Name	From/To	Median	Curb	Monthly Frequency	Sides to be Swept	Curb Miles	Monthly Miles
D	Tarpon Ave..	MLK Jr. Blvd to East 10 th St	No	No	4	Both	0.5	2.0
D	East 10 th St.	Hibiscus Ave. to Bayou Ave.	No	No	2	Both	1.2	2.4
D	Lake St.	Tarpon Ave. to Central Ave.	No	No	1	Both	0.6	0.6
D	Providence Rd.	North River Dr. to Terrace Rd.	No	No	1	Both	0.1	0.1
Total UnCurbed Miles							6.8	11.9

TABLE #3 COUNTY/STATE ROADS

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

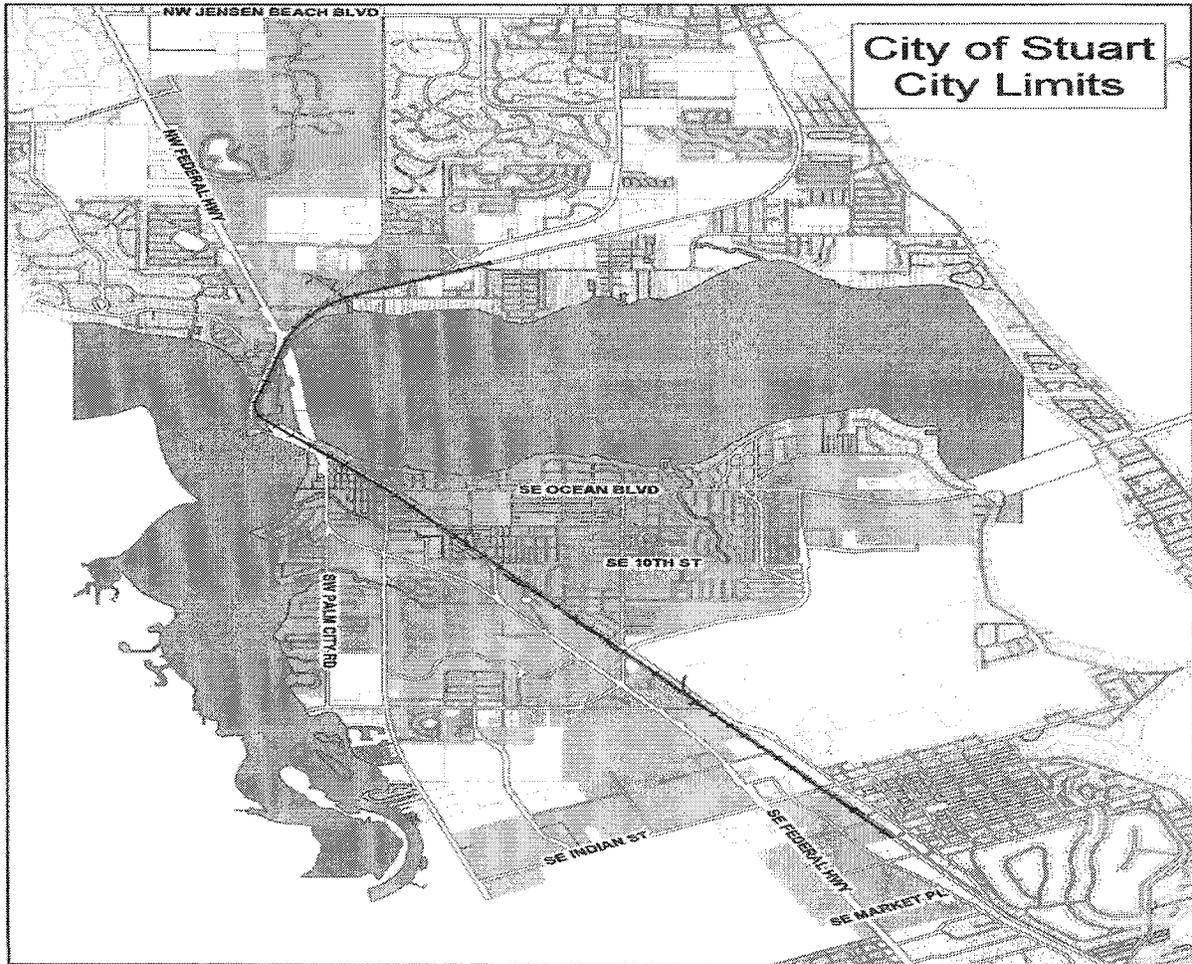
TABLE #4 CITY PARKING LOTS

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

TABLE #4 CITY PARKING LOTS (CONT'D)

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

2.14 CITY MAP



PART III INSTRUCTIONS FOR PREPARING SUBMISSIONS

3.1 RULES FOR SUBMISSIONS

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFP. The interested firm or individual must submit one (1) original and four (4) copies of their proposal with each marked "COPY", and **one (1) electronic copy (PDF format preferred) on a CD** of the requested data for evaluation. Please tab all support documents or attachments according to the order established in the following paragraph.

3.2 PROPOSAL FORMAT

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

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

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

Tab 1: Qualifications/Knowledge/Experience

Provide a statement indicating the respondent's interest in, knowledge of, and resources necessary to provide the services described in this RFP. Detail practical experience, including relevant dates. Firms shall provide a brief profile of their company, which should include their history, locations of their corporate and satellite offices and estimated response time to a call for service, location of their project team, corporate structure, ownership interest, and the length of company's existence. The firms shall also submit an organizational chart, staff qualifications, and experience of the firm. Resumes of proposed key personnel (name, company address, phone number, e-mail address) that will be assigned to this project shall include job skills, education, training, experience and professional affiliations/membership. All proposed subcontractor shall be identified, and the working relationship between the proposer and subcontractor shall be explained (Item 5.5). Subcontractor shall also provide key personnel resumes.

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

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

Tab 2 ~ Operational Plan: Describe, in detail, the proposed plan for providing the services identified in this RFP, highlighting proven strategies and expertise. The plan should include expected obligations and duties of the City upon which the proposed plan is contingent. Include an organizational chart outlining operational structure, including personnel to be assigned to the City. Describe all quality

control implementation procedures sub-consultant supervision, contract compliance and enforcement of industry standards. Comment on firm's project schedules, budgets and adherence to those items. Discuss ways to maintain schedules. Discuss cost control. Describe any project management systems used to track and control project issues. Describe the communication procedures to be employed throughout the contract term and the plan to establish and maintain clear lines of communication with the City Project Manager and City staff.

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

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

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

Tab 5 ~ Submittal Forms & Requested Information: :

- Item 1.18 Licenses and Certifications as required
- Item 1.19 Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be included with response submittal with IRS W-9 form.
- Item 2.12 Bond Guarantee: Amount equal to ten percent (10%) of the total amount , if the total amount proposed exceeds \$50,000. .
- Item 5.3 Safety Certification
- Item 5.4 References
- Item 5.5 Subcontractors List
- Item 5.6 Equipment List: List of Equipment and or pictures used by Contractor for these services.
- Item 5.7 Proposal Checklist
- Item 5.8 Public entity Crimes
- Item 5.9 No Bid, if required

Tab 6 ~ Insurance: Provide a statement agreeing to obtain (prior to award) Insurance with coverages as detailed in Item 5.2. Provide proof 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 5.5.

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

- A. Include the following Statement of Non-Collusion: “The respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.”
- B. Include a disclosure statement advising the City of any potential conflict of interest, real or apparent, that the Respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project.
- C. Signature on the transmittal letter shall certify the veracity of these statements.

Tab 8 ~ Optional Information: Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two pages).

Tab 9 ~ Addenda (if applicable): All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

PART IV EVALUATION OF SUBMISSIONS

4.1 EVALUATION METHOD AND CRITERIA

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

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

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

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

C. **Presentations:** The City may require oral and visual presentations from those firms that are ranked or short-listed. This shall be done at the City’s sole discretion when it feels presentations

are essential as part of the evaluation process and are in the best interests of the City. The City shall be the sole judge and final arbiter of its own best interests in this matter.

D. Negotiations: After the City ranks the respondents, City staff will take the proposed ranking to the City Commission for approval and authorization to start negotiations with the top ranked firm. After staff concludes negotiations with the respondent(s) selected by the City Commission, staff will present the results of the negotiations to the City Commission with its recommendation for award of a contract. If the City Commission determines that staff is unable to negotiate a satisfactory contract with the respondent(s) considered to be the most qualified at a price the City determines to be fair, competitive, and reasonable, negotiations with that respondent(s) shall be formally terminated. Should the City be unable to negotiate a satisfactory contract with the selected respondent(s), the City may select additional respondent(s) in order of their original ranking, competence and qualification; and will continue negotiations until an agreement is reached. However, as stated in Item 1.4 above, the City reserves the right to reject all proposals, to waive any irregularities, and to re-advertise and solicit for other proposals.

E. Terms and Conditions

All prospective Contractors are hereby cautioned not to contact any member of the Stuart City Commission, the City Manager, the City Attorney (except to discuss grievance matters) or any member of the selection committee. All questions and contacts must be made through the 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.

5.2 INSURANCE REQUIREMENTS

- A. The successful proposer shall **not** commence any work in connection with this agreement until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful proposer allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida.
- B. Proof of the following insurance will be furnished by the successful bidder by Certificate of Insurance, which names the bidder, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk 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 [including premises/operations; products/completed operations with the XCU hazards; personal /advertising injury; and fire damage (minimum \$100,000)] for limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate relative to any agreement resulting from this solicitation with the City of Stuart.
 2. An Additional Insured endorsement MUST be attached to the Certificate of Insurance and MUST include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products and Completed Operations Coverage to be provided for a minimum of 10 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided. XCU coverage is to be included. Coverage is to include a Cross Liability or Severability of Interests Provision.
 3. Umbrella Liability: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Agreement, Umbrella Liability Insurance with limits of not less than \$5,000,000 per occurrence covering all work performed under this contract.
 4. Business Automobile: The Contractor/Lessee/Service Provider shall during the life of this agreement take out and maintain Business Automobile Liability form with coverage for symbol I (any auto) with limits of not less than \$1,000,000.00 combined single limit or \$500,000.00 per person/ \$1,000,000.00 per accident bodily injury and \$250,000.00 per accident property damage.

5. Worker's Compensation Insurance: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. This coverage shall include Employer's Liability for limits of not less than \$1,000,000.
 6. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
 7. Owner's Protective Liability Insurance: The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from his operations under the Contract.
 8. Certificates of Insurance: The Contractor **upon notice of award** will furnish Certificate of Insurance Form. These shall be completed by the authorized Resident Agent and returned to the Procurement Office. This certificate shall be dated and show:
 - a. The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
 - b. Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
 - c. City shall be listed as Additional Insured on Commercial General Liability Insurance, Automobile Liability Insurance.
- NOTE: The City can decrease or increase these limits, depending on the project, at its sole discretion. Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Manager.
9. Florida East Coast Railway Right of Way: Whenever a City contractor is constructing within or immediately adjacent to the Florida East Coast Railway Company's right-of-way, it will be mandatory that the contractor carry separate bodily injury and property damage insurance in the amounts as stated below. This insurance shall be taken out and maintained during the life of the contract.
 - a. Bodily injury insurance in an amount not less than \$500,000.00 for injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of any one occurrence, and

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

5.6 EQUIPMENT SUPPLIED BY CONTRACTOR

ITEM	QTY	DESCRIPTION	MANUFACTURER
1	1	1995 TYMCO 600 AIR SWEEPER	TYMCO
2	1	435 TYMCO 2002 AIR SWEEPER	TYMCO
3	3	2005 TYMCO 210 AIR SWEEPER	TYMCO
4			
5			

5.7 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 2016-160

(to be submitted with RFP response)

COMPANY NAME: CLEAN SWEEP & VAC, LLC

PROPOSAL FOR STREET SWEEPING SERVICES FOR THE CITY OF STUART

Clean Sweep & Vac, LLC fully understands the scope of work as well as the processes the work is to be completed in. Furthermore, we will do the best job possible to perform all services in a timely manner and within budgetary requirements. It is our privilege to say we have been keeping the streets of Stuart clean for the past nine years, helping keep the city in compliance with all Storm Water regulations and requirements.

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

List of Equipment:

1. 1995 TYMCO 600
2. 1998 TYMCO 600
3. 2003 TYMCO 210
4. 2002 TYMCO 210
5. 2002 TYMCO 435
6. 2001 TYMCO 210
7. 1999 TYMCO 210
8. 1997 TYMCO 210



DAVID BENARD

OPERATIONS MANAGER

CLEAN SWEEP & VAC, LLC

PART V RFP SUBMITTALS

5.1 PRICE PROPOSAL FORM

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

ITEM	DESCRIPTION	UNIT	PRICE
1	Street sweeping services as described herein.	Per Mile	\$ 19
2	Parking lot / cleaning services as described herein	Per Lot	\$ 16

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

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 proposals are opened.

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

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

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

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


(Signature)

DAVID BENARD
(Printed Name)

CLEAN SWEEP & VAC, LLC
Name of Company, Firm

OWNER
(Printed Title)

772-349-9311
Telephone Number

772-219-0687
Facsimile Number

DAVE@CLEANSWEEPANDVAC.COM
Email Address

PROPOSAL FOR STREET SWEEPING SERVICES FOR THE CITY OF STUART

QUALIFICATIONS/KNOWLEDGE/EXPERIENCE

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

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

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

Operational plan

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

Proposed Schedule**Attached**

CITY OF STUART SWEEPING SCHEDULE

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

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

WEEK 1

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

WEEK 2

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

WEEK 3

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

WEEK 4

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

CITY OF STURT STREET INDEX

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

CITY OF STURT STREET INDEX

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

PAST AND CURRENT PROJECTS IN FLORIDA

DATE	NAME OF PROJECT / LOCATION
6/12/99 TO 6/1/2010	CITY OF STUART STREET SWEEPING MILTON LIGGOT 772-288-5341 \$40,000.00 ANNUAL
7/1/07 TO PRESENT	TRADITIONS PORT ST. LUCIE, FL STREET SWEEPING FISHKIND ASSOCIATES ANGELA 772-345-5101 \$5,000.00 ANNUAL
5/19/09 TO PRESENT	SIKORSKY AIRCRAFT/ RUNNWAY SWEEPING JUPITER, FL DAVID TEXTERA 561-775-5202 \$33,000.00 ANNUAL
1/1/1999 TO PRESENT	CEMEX MATERIALS LOT SWEEPING JOHN DUNKIN 561-741-8217 \$78,000.00 ANNUAL
3/14/09 TO PRESENT	RYBOVICH SUPERYACHT MARINA LOT SWEEPING ERICK HURSKA 561-267-0260 \$18,000.00 ANNUAL
2013 - PRESENT	INDIAN RIVER COUNTY TERRY COOK 772-569-7213 54,000.00 ANNUAL

EXPERIENCE LIST (OLD)

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



Department of the Treasury
Internal Revenue Service
Cincinnati, OH 45999

In reply refer to: 0231772575
Jan 09, 2014 LTR 147C
46-3711210

CLEAN SWEEP & VAC LLC
DAVID WAYNE BENARD JR MBR
2201 SE INDIAN ST UNIT M6
STUART FL 34997-4952 369

Taxpayer Identification Number: 46-3711210

Form(s):

Dear Taxpayer:

This letter is in response to your telephone inquiry of January 9th, 2014.

Your Employer Identification Number (EIN) is 46-3711210. Please keep this number in your permanent records. You should enter your name and your EIN, exactly as shown above, on all business federal tax forms that require its use, and on any related correspondence documents.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 7:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Nalls
1000194980
Customer Service Representative

MARTIN COUNTY ORIGINAL
 BUSINESS TAX RECEIPT
 Honorable Ruth Pietruszewski CFC, Tax Collector
 3485 S.E. Willoughby Blvd., Stuart, FL 34994
 (772) 288-5604

Account 2014-275-0364 Cert
 Phone (772)349-9311 Sic No 488490
 Location 2201 SE INDIAN ST STU



Prev Yr	\$.00	Lic Fee	\$26.25
	\$.00	Penalty	\$.00
	\$.00	Coll-Fee	\$.00
	\$.00	Transfer	\$.00

TOTAL \$26.25

Has satisfied requirements to engage in the business, profession
 or occupation of PUBLIC SERVICE
 at location listed for the period beginning on the
 11 Day of SEPTEMBER
 AND ENDING SEPTEMBER 30 2016

DAVID BENARD
 CLEAN SWEEP & VAC, LLC
 2201 SE INDIAN STREET, UNIT M-6
 STUART, FL 34997

91 2014 5659.0001 PAID

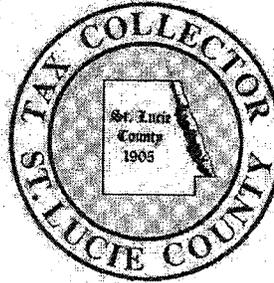
2015 / 2016 ST. LUCIE COUNTY LOCAL BUSINESS TAX RECEIPT RECEIPT # 1017289
 CHRIS CRAFT, ST. LUCIE COUNTY TAX COLLECTOR

FACILITIES OR MACHINES / ROOMS SEATS EMPLOYEES 11 EXPIRES SEPTEMBER 30, 2016
 TYPE OF BUSINESS 7299 MISC/PUBLIC SERVICE (STREET SWEEPING)

BUSINESS/ Clean Sweep & Vac LLC

DBA NAME
 MAILING ADDRESS PO Box 3268
 Stuart, FL 34995

BUSINESS LOCATION 8255 Business Park Dr
 Port St Lucie, FL 34952
 St Lucie County
 3426-702-0004-000/0

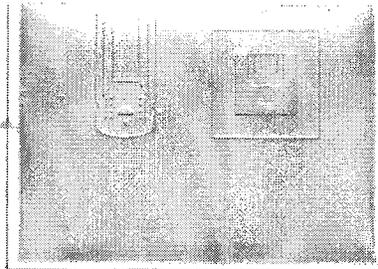


RENEWAL ORIGINAL TAX \$27.55
 PENALTY
 COLLECTION COST
 TOTAL \$27.55

L13000049814

Paid 09/10/2015 27.55

0025-20150910-017743





CLEAN-3

OP ID: DJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/05/2015

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 Brown & Brown of Florida, Inc Suite 400 1401 Forum Way West Palm Beach, FL 33401 Nicholas DiBattisto	CONTACT NAME: PHONE (A/C, No, Ext): 561-686-2266 FAX (A/C, No): 561-686-2313 E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 20%; text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Crum & Forster Indemnity Co</td> <td></td> </tr> <tr> <td>INSURER B: United States Fire Ins Co</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: Crum & Forster Indemnity Co		INSURER B: United States Fire Ins Co		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B: United States Fire Ins Co															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Clean Sweep & Vac, LLC 8255 Business Park Dr Port St Lucie, FL 34952															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			5068831284	11/09/2015	11/09/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" 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			5068831284	11/09/2015	11/09/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll \$ 1,000 ded
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			5238033372	11/09/2015	11/09/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Street Sweeping

CERTIFICATE HOLDER**CANCELLATION**

City of Stuart
 Parks Department
 910 E 10th Street
 Stuart, FL 34997

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

5.4 REFERENCE FORM

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

#1 REFERENCE

Company/Entity Name: <u>CITY OF STUART</u>		
Address		
City <u>STUART</u>	State <u>FL</u>	Zip Code <u>34994</u>
Contact Name: <u>MILTON LEGGOT</u>	Title: <u>ROADS DEPT</u>	
Phone No: <u>288-5341</u>	Fax:	Email:
Date of Service or Contract Period: <u>1999-2010-²⁰¹³⁻²⁰¹⁶</u>	Location <u>STUART, FL</u>	
Summary of Services Performed <u>STREET SWEEPING</u> (Governmental) or Private		
Dollar Value of Contract \$ <u>\$24,934.80 ANNUAL</u>		

#2 REFERENCES

Company/Entity Name: <u>SIKORSKY AIRCRAFT</u>		
Address <u>17900 BEE LINE HWY</u>		
City <u>JUPITER</u>	State <u>FL</u>	Zip Code <u>33478</u>
Contact Name: <u>TRENA BISSON</u>	Title:	
Phone No: <u>561-775-5202</u>	Fax:	Email:
Date of Service or Contract Period: <u>2009-2015</u>	Location <u>JUPITER, FL</u>	
Summary of Services Performed <u>STREETS & RUNWAY SWEEP</u> Governmental or (Private)		
Dollar Value of Contract \$ <u>33,000.00 ANNUAL</u>		

#3 REFERENCES

Company/Entity Name: <u>INDIAN RIVER COUNTY</u>		
Address <u>4550 41ST ST</u>		
City <u>VERO BEACH</u>	State <u>FL</u>	Zip Code <u>32967</u>
Contact Name: <u>TERRY COOK</u>	Title: <u>MANAGER</u>	
Phone No: <u>772-770-5058</u>	Fax:	Email:
Date of Service or Contract Period: <u>2013-2016</u>	Location <u>VERO BEACH, FL</u>	
Summary of Services Performed <u>STREET SWEEPING</u> (Governmental) or Private		
Dollar Value of Contract \$ <u>54,000.00 ANNUAL</u>		

Company Name CLEAN SWEET & VAC, LLC

5.5 SCHEDULE OF SUBCONTRACTORS PARTICIPATION

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

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

Company Name CLEAN SWEEP & VAC, LLC

Prohibition Non-Collusion/Conflict of Interest Disclosure Statement

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

Clean Sweep & Vac, LLC has no conflict of interest, real or apparent, that the respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project.

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

David Benard

President

Clean Sweep & Vac, LLC

5.9 STATEMENT OF NO BID

If you do not intend to bid on this requirement, please complete and return this form prior to date shown for receipt of bids to: The City of Stuart Procurement & Contracting Services Office, 121 S.W. Flagler Avenue, Stuart, Florida 34994

We have declined to bid to Bid on this solicitation for the following reasons:

- Specifications too "restrictive", i.e., geared toward one brand or manufacturer (Please explain below)
- Insufficient time to respond to Invitation to Bid
- We do not offer this product or equivalent
- Our project schedule would not permit us to perform.
- Unable to meet specifications
- Unable to meet bond requirements
- Specifications unclear {please explain below}.
- Other (please specify below).

REMARKS _____

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED; OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE CITY OF STUART FOR FUTURE PROJECTS.

Company Name

_____ Address _____ Telephone Number

Typed Name and Title

_____ Signature and Title _____ Date

5.10 STANDARD "SHORT FORM CONTRACT"

CONTRACTOR: _____

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

CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter "Contract," made and entered into the ____ day of _____, 2012 by and between _____ hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF CONTRACT

City intends to enter into a contract with Contractor for provision of Street Sweeping Services by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

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

Section 1. Scope of Service

Contractor shall work with City staff in advising the City and the City Commission regarding Street Sweeping Services as rendered. The services will be those customarily attendant to Street Sweeping and Cleaning Services. The detailed scope of services to be performed and schedule of fees for those services is described in Exhibit A (Contractor's response to RFP #2016-160 as accepted by the CITY) and Exhibit B (CITY's original Request For Proposals) incorporated herein.

III. CONTRACT PROVISIONS

Section 1. Period of Service

1.1 Term of Contract

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

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

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

2.2 Invoices

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

2.3 Payment

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

Section 3. Guarantee

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

Section 4. Audit

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

Section 5. Contractor Responsibility

5.1 Independent Contractor

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

5.2 Responsibility for Work

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

5.3 Contractor's Records

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

Section 6. Termination

6.1 Termination for Convenience

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

6.2 Termination for Cause

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

Section 7. CITY's Obligations

7.1 Project Manager

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

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

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

Section 8. Persons Bound by Contract

8.1 Parties to the Contract

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

8.2 Assignment of Interest in Contract

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

8.3 Other Entity Use

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

8.4.1 Inspection

The project will be inspected by the Project Manager for the City and will be rejected if it is not to conformity with the Agreement provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in writing that the work shall be ready for inspection on a definite date, at least two (2) calendar days thereafter, which shall be stated in such notice.

8.5 Rights and Benefits

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

Section 9. Indemnification of City

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

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

Section 10. Insurance.

10.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Item 5.2 of the Request for Proposal and included in "**Exhibit 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 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

5.8 SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY OF STUART, MARTIN COUNTY, FLORIDA

by: DAVID BENARD OWNER
(print individual's name and title)

for: CLEAN SWEEP & VAC, LLC
(print name of entity submitting sworn statement)

whose business address is: 8255 BUSINESS PARK DR PORT ST. LUCIE, FL 34952

and (if applicable) its Federal Employer Identification Number (FEIN) is: 46-3711210

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

D. O. B. e

Signature

Sworn to and subscribed before me this 11th day of January, 20 16.

Personally known _____ OR Produced Identification B563-179-77-090-0

Type of Identification FLDL

Notary Public – State of Florida

My Commission Expires: 9/7/2019

SEAL OR STAMP



5.3 SAFETY STANDARDS CERTIFICATION

The undersigned bidder hereby certifies that he or she has or will thoroughly familiarize him or herself with the contents of the City of Stuart Safety Standards. The Bidder further certifies that he or she either has or will submit a fully executed copy of those same Safety Standards to the City Procurement Manager for inclusion in the City's official public record prior to commencing any work on this project.

Signed, Sealed and Witnessed in the Presence of:

DATE: 1/11/2016

FOR: CLEAN SWEEP & VAC, LLC
(Firm Name)

Stacey Baker
(Witness)

BY: D. Osborne
(Signature)

[Signature]
(Witness)

OWNER
(Title)

(Corporate Attest by Secretary)

(Affix Seal)

Sworn to and subscribed before me this 11th day of January, 2016,

known to me, or identified as B563-179-77-090-0

in the City of Port Saint Lucie County of Saint Lucie, State of Florida.

Signed: [Signature] Notary Public

My Commission Expires: 9/7/2019 (Affix Seal)



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

LEGAL NOTICE FOR RFP #2016-160

ANNUAL CONTRACT FOR STREET SWEEPING SERVICES

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

A complete RFP package 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, January 13, 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 #2016-160-"Annual Contract for Street Sweeping Services"

Publish Date: December 21, 2015

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PART I GENERAL INFORMATION

1.1 OVERVIEW

This Request for Proposal (RFP) provides guidelines for the submission of proposals in response to the City of Stuart's solicitation for firms and individuals to provide all labor, equipment, and materials necessary to provide Street Sweeping and Parking Lot Cleaning Services, as described herein.

1.2 DEFINITIONS

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

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

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

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

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

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

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

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

1.3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

Office of Procurement and Contracting Services Division
City of Stuart Annex
300 S.W. St. Lucie Avenue
Stuart, Florida 34994

1.4 CONTRACT AWARD

The City of Stuart anticipates entering into a contract with the proposer who submits the proposal judged by the City to be most advantageous. The City anticipates awarding one contract, but reserves the right to award to more than one, if it's in the City's best interests to do so. The proposer understands that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist, and is not binding, until proposals are reviewed and accepted by the City and executed by all parties. A sample Contract is attached to this RFP. The City anticipates that the final contract will be in substantial

conformance with the Sample Contract; nevertheless, proposers are advised that any contract which may result from the RFP is subject to negotiation and may deviate from the Sample Contract, if in the City's opinion, such deviation is reasonable, justifiable, and serves the best interest of this procurement and the City.

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

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

1.5 DEVELOPMENT COSTS

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

1.6 INQUIRIES

The City will not respond to oral inquiries. Interested proposers may contact the Procurement Office, regarding questions about the proposal at email: ldarden@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 December 16, 2015 the City issues the RFP.
- B. From December 16, 2015 to January 6, 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 January 13, 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 January 29, 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 #2016-160 “Annual Contract for Street Sweeping Services”** The envelope shall also include the proposer's return address.

Respondents shall submit one (1) original and four (4) copies of the proposal submittal with each marked "COPY", and **one (1) electronic copy (PDF format preferred) on a CD** 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 WEDNESDAY, JANUARY 13, 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, if awarded a contract, shall maintain insurance coverage (Item 5.2) reflecting the minimum amounts and coverages as required by the City.

1.13 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided for in s. 287 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

1.14 SUSPENDED VENDOR

An entity or affiliate who has been placed on the State of Florida Suspended Vendor List will not be considered for award. The Suspended Vendor List is available on the State's website at:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information

1.15 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 5.5). 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, including but not limited to, Federal safety regulations for grounding of electrical equipment, and Manual on Uniform Traffic Control Devices (MUTCD). For on-site Contractor services, the City reserves the right to request documentation of Contractor compliance with OSHA standards to include but not be limited to: Required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended, and any other applicable federal, state and local regulations.

1.21 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.

1.22 CONTRACT TERM

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

- A. **Contract Period:** This contract shall be awarded for an initial term of one (1) year subsequent to approval by the proper City authorities. The contract may be renewed for two (2) additional one year periods provided both the successful bidder and the City agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful bidder. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties 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 two (2) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed three (3) years. Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the City. Any price increases must be documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

1.23 **CONTRACT AMENDMENT**

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

1.24 **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.

1.25 **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.

1.26 **DEFAULT**

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

1.27 **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.

1.28 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 5.4). 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.

1.29 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.

1.30 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 PURPOSE

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

2.2 BACKGROUND INFORMATION

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

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

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

2.3 SITE INSPECTION

A. It is the proposer's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other

site activities. Proposers are advised to make a thorough inspection of all streets and parking lots named in these specifications and to take note of any varying degrees of difficulty associated with the work site.

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

2.4 WORK OBJECTIVE

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

A. Street Sweeping

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

B. Parking Lot Cleaning

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

C. Water

1. Water required for street cleaning shall be available for purchase from the fire hydrant located at the Turf & Grounds Division, 920 East 10th Street, Stuart, Florida. The Contractor shall obtain and use a City water meter by making an appropriate deposit with

the Utility Billing section of the Department of Administrative Services and Finance, City Hall, 121 SW Flagler Avenue, Stuart, Florida, in compliance with established City procedures.

2. The contractor shall request in writing the use of any City fire hydrants, or City water sources needed, other than that designated, and obtain a city water meter through means of an appropriate deposit. The city shall have final approval of the water sources available and will bill the contractor.

D. Contractor Responsibilities

1. The contractor will be responsible for the posting of temporary "No Parking" signs for some streets. It shall be the responsibility of the contractor to provide, erect and remove the appropriate number of signs, notifying the public of the cleaning operation and temporary ban on parking. Streets to be posted with temporary signs prior to cleaning shall be designated by the City. Vehicles parked in violation of the temporary ban shall be reported to the City. Until such time as the vehicles are removed, the contractor may clean around the vehicles with the sweeping equipment. Cleaning under or adjacent to parked cars will not be the responsibility of the contractor.
2. The contractor must provide a Supervisor who shall keep the City informed of the contractor's activities and have in place a dispatch method available at all times who can be contacted by the City by radio, beepers, cellular phones etc.
3. The contractor is responsible to submit a proposed schedule to the City consisting of planned work to be accomplished. The Public Works Director; or his designee, shall have approval authority over the proposed schedule. Contractor may not change the schedule without the prior written authorization of the Public Works Director, or his designee. The City reserves the right to change the schedule, with adequate notification, so the best benefit of the work can be achieved.
4. The contractor shall request, in writing, the use of any City facility for the disposition of the sweeping debris. The contractor shall be responsible for the hauling and disposal of all sweeping debris.

E. Additional Information

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

F. Reports and Records

1. After schedule is approved, the contractor shall provide the City with a written report of the basic, pertinent information relating to the activities of each sweeping shift. This report must be approved by the City.

2. Any person operating sweeping equipment subject to this rule shall maintain operational and maintenance records showing compliance with manufacturer maintenance recommendations. Such records shall be maintained for a minimum of two years, and shall be submitted to Public Works Director, or his designee upon request.

G. Equipment

1. All equipment to be utilized by the successful proposer to perform the cleaning/sweeping services, as detailed herein, must be approved by the Public Works Director; or his designee. The contractor specifically agrees, to remove and replace any equipment judged by the City to be poorly operating, excessively noisy or dirty, or in any other meaningful way disturbing to the public welfare or producing an unsatisfactory street sweeping function and provide maintenance records of equipment as specified in Paragraph F, Reports and Records above.
2. Equipment must be equipped, at a minimum, with a flashing amber light and arrow board, both visible for a maximum of one (1) mile and mounted for maximum visibility. All warning signals must comply with the standards set forth in the Manual for Uniform Traffic Control Devices (MUTD).
3. Vacuum sweeping equipment with a water spray system is required to provide contracted cleaning services. Equipment must have a minimum of a 74 inch wide sweep pass with a left and right gutter broom. Sweepers should be capable of removing all normal levels of debris and material from the street and curbside in one pass. The sweeping equipment shall not exhibit an excessive noise level that could disturb adjacent property owners. Please list equipment in Item 5.6.

2.5 OPERATING AND WASTE REMOVAL PROCEDURES

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

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

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

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

2.6 INSPECTION and DIRECTION

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

2.7 INVOICING AND PAYMENT

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

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

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

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

2.8 BUSINESS OPERATIONS

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

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

C. **Observed Holidays**

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

2.9 START OF WORK AND TIME FOR COMPLETION

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

2.10 PUBLIC SAFETY AND CONVENIENCE

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

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

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

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

2.11 PROTECTION OF PROPERTY

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

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

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

2.12 BONDS

A. **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.

2.13 SWEEPING AREAS/LOCATIONS LIST

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

TABLE #1 CURBED CITY STREETS (CONT'D)

Night/Day	Street Name	From/To	Median	Curb	Monthly Frequency	Sides to be Swept	Curb Miles	Monthly Miles
D	California	West 5th St. to A1A/Dixie Hwy	No	Yes	4	Both	0.5	2.0
D	Nassau Ave.	Lake St. to East 10th St.	No	One side	1	Both	0.4	0.4
D	Bahama Ave.	MLK Jr. Blvd to East 10 th St.	No	One side	1	Both	0.4	0.4
D	East Ave.	MLK Jr. Blvd to Florida St.	No	Yes	4	Both	0.4	1.6
D	Tarpon Ave.	MLK Jr. Blvd to East 10 th St.	No	Yes	4	Outside	0.4	1.6
N	Flagler Ave.	Colorado Ave. to Fishing Pier	Yes	Yes	12	Both	0.8	9.6
N	Wright Blvd	A1A/SR 707/Dixie Hwy to US 1	No	Yes	1	Both	0.2	0.2
N	Colorado Ave.	Flagler Ave. to Seminole St.	No	Yes	12	Both	0.2	2.4
D	West 5 th St.	Colorado Ave. to Akron Ave.	No	Yes	2	Both	0.2	0.4
D	East 6 th St.	Colorado Ave. to California Ave.	No	Yes	2	Both	0.2	0.4
Total Curb Miles							12.6	50.1

TABLE #2 UNCURBED CITY STREETS

Night/Day	Street Name	From/To	Median	Curb	Monthly Frequency	Sides to be Swept	Curb Miles	Monthly Miles
D	Kindred Ave.	Colorado Ave. to Johnson Ave.	No	No	4	Both	0.3	1.2
D	Johnson Ave.	US 1 to Kindred Ave.	No	No	4	Both	0.4	1.6
D	Delaware St.	MLK Jr. Blvd to East 5th St.	No	No	1	Both	0.2	0.2
D	West 5 th St.	Georgia Ave. To Colorado Ave.	No	No	1	Both	0.1	0.1
D	Georgia Ave.	MLK Jr. Blvd to East Ocean Blvd	No	No	1	Both	0.5	0.5
D	Stypmann Blvd	Georgia Ave. to Flagler Ave.	No	No	1	Both	0.4	0.4
D	West 6th St.	Colorado Ave. to A1A	No	No	1	Both	0.3	0.3
D	North Fork Rd.	North River Dr. to North Federal Hwy	No	No	1	Both	0.4	0.4
D	N. River Dr.	North Fork Dr. to North Federal Hwy	No	No	1	Both	0.8	0.8
D	Treasure Rd	North River Dr. to Terrace Rd.	No	No	1	Both	0.1	0.1
D	Terrace Rd.	North River Rd. to North River Rd.	No	No	1	Both	0.6	0.6
D	Church St.	Central Ave. to Tarpon Ave.	No	No	2	Both	0.3	0.6

TABLE #2 UNCURBED CITY STREETS (CONT'D)

Night/Day	Street Name	From/To	Median	Curb	Monthly Frequency	Sides to be Swept	Curb Miles	Monthly Miles
D	Tarpon Ave..	MLK Jr. Blvd to East 10 th St	No	No	4	Both	0.5	2.0
D	East 10 th St.	Hibiscus Ave. to Bayou Ave.	No	No	2	Both	1.2	2.4
D	Lake St.	Tarpon Ave. to Central Ave.	No	No	1	Both	0.6	0.6
D	Providence Rd.	North River Dr. to Terrace Rd.	No	No	1	Both	0.1	0.1
Total UnCurbed Miles							6.8	11.9

TABLE #3 COUNTY/STATE ROADS

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

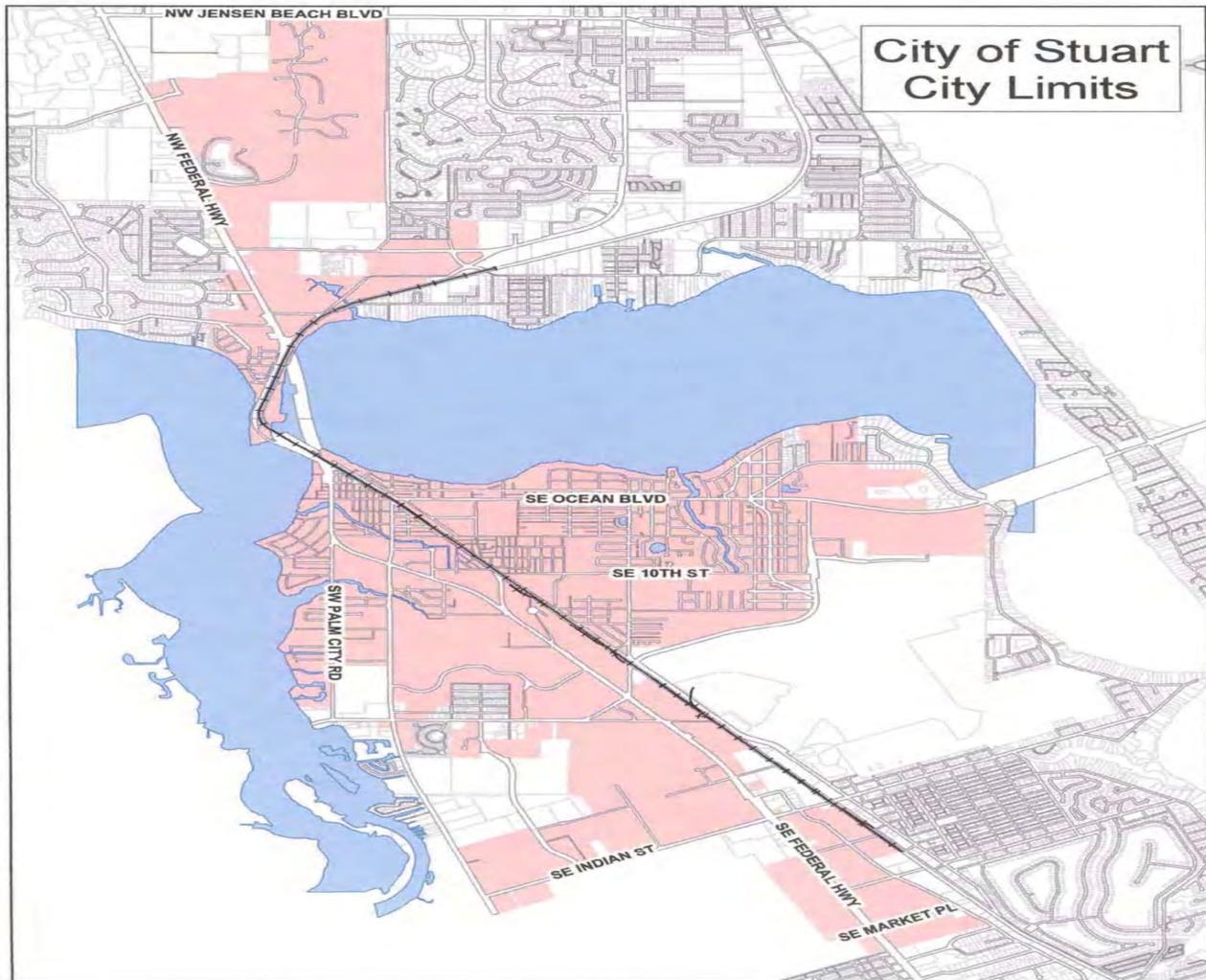
TABLE #4 CITY PARKING LOTS

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

TABLE #4 CITY PARKING LOTS (CONT'D)

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

2.14 CITY MAP



PART III INSTRUCTIONS FOR PREPARING SUBMISSIONS

3.1 RULES FOR SUBMISSIONS

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFP. The interested firm or individual must submit one (1) original and four (4) copies of their proposal with each marked "COPY", and **one (1) electronic copy (PDF format preferred) on a CD** of the requested data for evaluation. Please tab all support documents or attachments according to the order established in the following paragraph.

3.2 PROPOSAL FORMAT

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

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

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

Tab 1: Qualifications/Knowledge/Experience

Provide a statement indicating the respondent's interest in, knowledge of, and resources necessary to provide the services described in this RFP. Detail practical experience, including relevant dates. Firms shall provide a brief profile of their company, which should include their history, locations of their corporate and satellite offices and estimated response time to a call for service, location of their project team, corporate structure, ownership interest, and the length of company's existence. The firms shall also submit an organizational chart, staff qualifications, and experience of the firm. Resumes of proposed key personnel (name, company address, phone number, e-mail address) that will be assigned to this project shall include job skills, education, training, experience and professional affiliations/membership. All proposed subcontractor shall be identified, and the working relationship between the proposer and subcontractor shall be explained (Item 5.5). Subcontractor shall also provide key personnel resumes.

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

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

Tab 2 ~ Operational Plan: Describe, in detail, the proposed plan for providing the services identified in this RFP, highlighting proven strategies and expertise. The plan should include expected obligations and duties of the City upon which the proposed plan is contingent. Include an organizational chart outlining operational structure, including personnel to be assigned to the City. Describe all quality

control implementation procedures sub-consultant supervision, contract compliance and enforcement of industry standards. Comment on firm's project schedules, budgets and adherence to those items. Discuss ways to maintain schedules. Discuss cost control. Describe any project management systems used to track and control project issues. Describe the communication procedures to be employed throughout the contract term and the plan to establish and maintain clear lines of communication with the City Project Manager and City staff.

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

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

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

Tab 5 ~ Submittal Forms & Requested Information: :

- Item 1.18 Licenses and Certifications as required
- Item 1.19 Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be included with response submittal with IRS W-9 form.
- Item 2.12 Bond Guarantee: Amount equal to ten percent (10%) of the total amount , if the total amount proposed exceeds \$50,000. .
- Item 5.3 Safety Certification
- Item 5.4 References
- Item 5.5 Subcontractors List
- Item 5.6 Equipment List: List of Equipment and or pictures used by Contractor for these services.
- Item 5.7 Proposal Checklist
- Item 5.8 Public entity Crimes
- Item 5.9 No Bid, if required

Tab 6 ~ Insurance: Provide a statement agreeing to obtain (prior to award) Insurance with coverages as detailed in Item 5.2. Provide proof 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 5.5.

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

- A. Include the following Statement of Non-Collusion: “The respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.”
- B. Include a disclosure statement advising the City of any potential conflict of interest, real or apparent, that the Respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project.
- C. Signature on the transmittal letter shall certify the veracity of these statements.

Tab 8 ~ Optional Information: Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two pages).

Tab 9 ~ Addenda (if applicable): All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

PART IV EVALUATION OF SUBMISSIONS

4.1 EVALUATION METHOD AND CRITERIA

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

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

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

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

C. Presentations: The City may require oral and visual presentations from those firms that are ranked or short-listed. This shall be done at the City’s sole discretion when it feels presentations

are essential as part of the evaluation process and are in the best interests of the City. The City shall be the sole judge and final arbiter of its own best interests in this matter.

D. Negotiations: After the City ranks the respondents, City staff will take the proposed ranking to the City Commission for approval and authorization to start negotiations with the top ranked firm. After staff concludes negotiations with the respondent(s) selected by the City Commission, staff will present the results of the negotiations to the City Commission with its recommendation for award of a contract. If the City Commission determines that staff is unable to negotiate a satisfactory contract with the respondent(s) considered to be the most qualified at a price the City determines to be fair, competitive, and reasonable, negotiations with that respondent(s) shall be formally terminated. Should the City be unable to negotiate a satisfactory contract with the selected respondent(s), the City may select additional respondent(s) in order of their original ranking, competence and qualification; and will continue negotiations until an agreement is reached. However, as stated in Item 1.4 above, the City reserves the right to reject all proposals, to waive any irregularities, and to re-advertise and solicit for other proposals.

E. Terms and Conditions

All prospective Contractors are hereby cautioned not to contact any member of the Stuart City Commission, the City Manager, the City Attorney (except to discuss grievance matters) or any member of the selection committee. All questions and contacts must be made through the 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

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

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

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

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

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

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

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

(Signature)

(Printed Name)

Name of Company, Firm

(Printed Title)

Telephone Number

Facsimile Number

Email Address

5.2 INSURANCE REQUIREMENTS

- A. The successful proposer shall **not** commence any work in connection with this agreement until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful proposer allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida.
- B. Proof of the following insurance will be furnished by the successful bidder by Certificate of Insurance, which names the bidder, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk 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 [including premises/operations; products/completed operations with the XCU hazards; personal /advertising injury; and fire damage (minimum \$100,000)] for limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate relative to any agreement resulting from this solicitation with the City of Stuart.
 2. An Additional Insured endorsement MUST be attached to the Certificate of Insurance and MUST include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products and Completed Operations Coverage to be provided for a minimum of 10 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided. XCU coverage is to be included. Coverage is to include a Cross Liability or Severability of Interests Provision.
 3. Umbrella Liability: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Agreement, Umbrella Liability Insurance with limits of not less than \$5,000,000 per occurrence covering all work performed under this contract.
 4. Business Automobile: The Contractor/Lessee/Service Provider shall during the life of this agreement take out and maintain Business Automobile Liability form with coverage for symbol I (any auto) with limits of not less than \$1,000,000.00 combined single limit or \$500,000.00 per person/ \$1,000,000.00 per accident bodily injury and \$250,000.00 per accident property damage.

5. Worker's Compensation Insurance: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. This coverage shall include Employer's Liability for limits of not less than \$1,000,000.
6. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
7. Owner's Protective Liability Insurance: The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from his operations under the Contract.
8. Certificates of Insurance: The Contractor **upon notice of award** will furnish Certificate of Insurance Form. These shall be completed by the authorized Resident Agent and returned to the Procurement Office. This certificate shall be dated and show:
 - a. The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
 - b. Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
 - c. City shall be listed as Additional Insured on Commercial General Liability Insurance, Automobile Liability Insurance.

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

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

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

5.3 SAFETY STANDARDS CERTIFICATION

The undersigned bidder hereby certifies that he or she has or will thoroughly familiarize him or herself with the contents of the City of Stuart Safety Standards. The Bidder further certifies that he or she either has or will submit a fully executed copy of those same Safety Standards to the City Procurement Manager for inclusion in the City’s official public record prior to commencing any work on this project.

Signed, Sealed and Witnessed in the Presence of:

DATE: _____

FOR: _____

(Firm Name)

(Witness)

BY: _____
(Signature)

(Witness)

(Title)

(Corporate Attest by Secretary)

(Affix Seal)

Sworn to and subscribed before me this ____ day of _____ 20____,

known to me, or identified as _____

in the City of _____, County of _____, State of _____.

Signed: _____ Notary Public

My Commission Expires: _____ (Affix Seal)

5.4 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 _____

5.5 SCHEDULE OF SUBCONTRACTORS PARTICIPATION

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

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

Company Name _____

5.6 EQUIPMENT SUPPLIED BY CONTRACTOR

ITEM	QTY	DESCRIPTION	MANUFACTURER
1			
2			
3			
4			
5			

5.7 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 2016-160

(to be submitted with RFP response)

COMPANY NAME: _____

5.8 SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY OF STUART, MARTIN COUNTY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____ OR Produced Identification _____

Notary Public – State of Florida

Type of Identification _____ My Commission Expires: _____

SEAL OR STAMP

5.9 STATEMENT OF NO BID

If you do not intend to bid on this requirement, please complete and return this form prior to date shown for receipt of bids to: The City of Stuart Procurement & Contracting Services Office, 121 S.W. Flagler Avenue, Stuart, Florida 34994

We have declined to bid to Bid on this solicitation for the following reasons:

- Specifications too "restrictive", i.e., geared toward one brand or manufacturer (Please explain below)
- Insufficient time to respond to Invitation to Bid
- We do not offer this product or equivalent
- Our project schedule would not permit us to perform.
- Unable to meet specifications
- Unable to meet bond requirements
- Specifications unclear {please explain below}.
- Other (please specify below).

REMARKS _____

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED; OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE CITY OF STUART FOR FUTURE PROJECTS.

Company Name

Address Telephone Number

Typed Name and Title

Signature and Title Date

5.10 STANDARD “SHORT FORM CONTRACT”

CONTRACTOR: _____

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

CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter “Contract,” made and entered into the ____ day of _____, 2012 by and between _____ hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF CONTRACT

City intends to enter into a contract with Contractor for provision of Street Sweeping Services by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

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

Section 1. Scope of Service

Contractor shall work with City staff in advising the City and the City Commission regarding Street Sweeping Services as rendered. The services will be those customarily attendant to Street Sweeping and Cleaning Services. The detailed scope of services to be performed and schedule of fees for those services is described in Exhibit A (Contractor's response to RFP #2016-160 as accepted by the CITY) and Exhibit B (CITY's original Request For Proposals) incorporated herein.

III. CONTRACT PROVISIONS

Section 1. Period of Service

1.1 Term of Contract

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

Section 2. Compensation and Method of Payment

2.1 Fee Schedule

CITY will compensate Contractor for these Street Sweeping Services in accordance with Contractor's pricing schedule formalized in “Exhibit A-Price Proposal Form” to this Contract. Contractor's pricing schedule may be updated annually prior to each optional renewal period.

2.2 Invoices

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

2.3 Payment

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

Section 3. Guarantee

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

Section 4. Audit

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

Section 5. Contractor Responsibility

5.1 Independent Contractor

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

5.2 Responsibility for Work

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

5.3 Contractor's Records

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

Section 6. Termination

6.1 Termination for Convenience

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

6.2 Termination for Cause

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

Section 7. CITY's Obligations

7.1 Project Manager

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

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

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

Section 8. Persons Bound by Contract

8.1 Parties to the Contract

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

8.2 Assignment of Interest in Contract

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

8.3 Other Entity Use

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

8.4.1 Inspection

The project will be inspected by the Project Manager for the City and will be rejected if it is not to conformity with the Agreement provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in writing that the work shall be ready for inspection on a definite date, at least two (2) calendar days thereafter, which shall be stated in such notice.

8.5 Rights and Benefits

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

Section 9. Indemnification of City

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

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

Section 10. Insurance.

10.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Item 5.2 of the Request for Proposal and included in "**Exhibit 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 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

EXHIBIT C

"INSURANCE & INDEMNIFICATION"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/3/2016

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 Pettineo Insurance Agency, Inc. 2430 E Commercial Boulevard Fort Lauderdale, FL 33308	CONTACT NAME:
	PHONE (A/C, No Ext): 954-493-9424 FAX (A/C, No): 954-493-8968 E-MAIL ADDRESS:
INSURED Clean Sweep & Vac, LLC. Bernard, David 8255 Business Park Drive Port Saint Lucie, FL 34952 772-349-9311	INSURER(S) AFFORDING COVERAGE: F, C, B, I NAIC#
	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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"/> 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	N/A	106-56691	5/12/15	5/12/16	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2016-160, Annual Contract for Street Sweeping Services

CERTIFICATE HOLDER City of Stuart 121 SW Flagler Avenue 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 
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