City of Stuart

MEMORANDUM

To: David Dyess, City Manger

From: Alaina Knofla, Procurement Specialist

Date: November 19, 2019

Subject: Renewal of ITB #2019-102, Street Sweeping Services

The initial year of ITB #2019-102: Contract for Street Sweeping Services expires on January 26, 2019. This agreement has provisions for renewals for two (2) one (1) year renewal options; this would constitute the first renewal option. The contractor Clean Sweep & Vac., LLC. have agreed to the renewal under the original terms, condition, pricing and specifications.

If approved, this renewal will be effective for the period January 27, 2020 through January 26, 2021. If you have any questions, or if I might be of further assistance please contact me at ext. 5320 or contact me by email purchasing@ci.stuart.fl.us.

☑ Approve renewal of ITB# 2019-102: Street Sweeping Services

☐ Recommended this ITB not be renewed

David Dyess, City Manager

11-22-19
Date

City of Stuart
WWW.CITYOFSTUART.US

City of Stuart

Procurement & Contracting Services
121 SW Flagler Ave. Stuart Fl. 34994
Phone: 772.288.5306

November 19, 2019

Clean Sweep & Vac., LLC.
Attn: David Bernard
1313 SE Old Dixie Hwy
Stuart, Florida 34998

Subject: Renewal for RFP #2019-102: Street Sweeping Services

Dear Mr. Bernard,

This is official notification to your firm that the City of Stuart wishes to extend your current contract for Street Sweeping Services for the period beginning January 27, 2020 and ending on January 26, 2021, which represents the first of two (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract.

Please complete the bottom portion of this letter. Your response must be received **no later than 4:00 p.m., November 26, 2020**. You may fax your response to (772) 600-0134 or send by email to purchasing@ci.stuart.fl.us. Thank you for your cooperation and immediate attention to this matter. Please contact me at (772) 288-5320, if you should have any questions.

Best Regards,

Alaina Knofla

Alaina Knofla
Procurement Specialist

cc: ITB File

☒ I hereby attest, by signature, to Florida Statutes (F.S.) 287.135-Scrutinized Companies that Boycott Israel list, F.S. 215.4725-Engaging in commerce with Cuba or Syria, and F.S. 215.473-Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; and agree to the contract renewal as specified of the subject Agreement.

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

(Signature)

DAVID BERNARD
Printed Name

11/19/19
Date

OWNER
Title

CLEASWE-01 BUSCEN3

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/12/2019

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 have ADDITIONAL INSURED provisions or 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
Maximus Insurance Agency, Inc.
684 Broadway
Massapequa, NY 11758

CONTACT NAME: Jennifer Estrella
PHONE (A/C, No, Ext):
FAX (A/C, No): (877) 365-7473
E-MAIL ADDRESS: jestrella@maximusins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SCOTTSDALE INDEMNITY CO	15580
INSURER B : Progressive Express Insurance Company	10193
INSURER C : Starstone National Insurance	25496
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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			RBS0023866	11/9/2019	11/9/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			00640930-0	4/19/2019	4/19/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			72818B192EQF	11/9/2019	11/9/2020	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) 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	$ $ $
C	Inland Marine / Pers			72818B181EQF	11/9/2019	11/9/2020	SCHEDULED	10,000

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

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

CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter "Contract," made and entered into the 27th day of January, 2019 by and between **Clean Sweep & Vac, LLC** 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 ITB #2019-201)

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) DAVID BENNETT, OWNER

(mailing address) P.O. BOX 3268, STUART, FL 34995

(phone/fax) 772-349-9311

Section 8. Persons Bound by Contract

8.1 Parties to the Contract

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

8.2 Assignment of Interest in Contract

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

8.3 Other Entity Use

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

8.4 Inspection

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

8.5 Rights and Benefits

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

Section 9. Indemnification of City

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

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

Section 10. Insurance.

10.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in 1.9 of the Invitation to Bid. 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.

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

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at PublicRecordsRequest@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

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

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor

transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

F. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.

H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

I. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

J. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

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 Invitation to Bid as Issued by City, including all Addenda"

Exhibit C - "Insurance Documents"

[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:

MARY R. KINDEL
CITY CLERK

DAVID DYESS
CITY MANAGER

APPROVED AS TO FORM AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

(Signature)

(Signature)

CONTRACTOR

(Signature)

DAVID BENARD
Printed Name

OWNER
Title

City of Stuart
Procurement & Contracting Services Division
121 SW Flagler Avenue, Stuart, FL 34994
P: 772.288.5320 F: 772.600.0134
Purchasing@ci.stuart.fl.us

ITB/RFP/RFQ No. 2019-102
REC'D BY (INITIALS): RE-TIME STOP 08/27 01:08
DATE: Time:
COMPANY/FIRM: CLEAN SWEEP

ITB #2019-102
ANNUAL CONTRACT FOR STREET SWEEPING SERVICES

City of Stuart

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

Alaina Knofla
Procurement Specialist
purchasing@ci.stuart.fl.us

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

Date: November 20, 2018

To: Prospective Proposers

Subject: **Addendum #1 to ITB #2019-102, Street Sweeping**

ADDENDUM #1

The purpose of this addendum is to change the submittal due date from Monday November 26, 2018 to Wednesday December 5, 2018 at the same time of 2:30pm.

All other terms and conditions of this ITB remain unchanged.

This Addendum shall be considered an integral part of the ITB and must be acknowledged, signed and returned with your submittal. Failure to comply may result in disqualification of your submittal.

Alaina Knofla
Procurement Specialists
City of Stuart, Florida

Acknowledgement is hereby made of Addendum #1 to ITB #2019-102 Street Sweeping

Signature

Clean Sweep of VAC, LLC
Firm

City of Stuart

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

Alaina Knofla
Procurement Specialist
purchasing@ci.stuart.fl.us

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

Date: November 28, 2018

To: Prospective Proposers

Subject: **Addendum #2 to ITB #2019-102, Street Sweeping**

ADDENDUM #2

The purpose of this addendum is to provide clarification to vendor questions and **change the submittal due date from Wednesday December 5, 2018 to Wednesday December 12, 2018 at the same time of 2:30pm.**

1. **Question:** Can the contractor use a combination of equipment to perform Street Sweeping Services?
   Answer: Yes, the contractor may use a combination of equipment and is not limited to vacuum sweepers.

2. **Question:** Is there a bid tabulation from the previous solicitation, what was the pricing, and who is the current contractor?
   Answer: Please see bid tabulation below from previous RFP. the current contractor is Clean Sweep & Vac. LLC.

Firms Submitting Proposals:		Price Per Mile	Monthly Total	Annual Total	Price Per Lot	Monthly Total	Annual Total	Overall Total	Pcard
		Street Sweeping	100 Miles Street Sweeping	Street Sweeping	Bi-Monthly Parking Lot	22 Parking Lots	Parking Lots	Streets & Lots	Yes or No
1	Clean Sweep & Vac, LLC	$19.00	$1,900.00	$22,800.00	$16.00	$352.00	$4,224.00	$27,024.00	N
2	Facilities Pro-Sweep	$30.00	$3,000.00	$36,000.00	$25.00	$550.00	$6,600.00	$42,600.00	N

All other terms and conditions of this ITB remain unchanged.

This Addendum shall be considered an integral part of the ITB and Contract Documents and this Addendum must be acknowledged, signed and returned with your submittal **by 2:30 p.m. on December 12, 2018**. Failure to comply will result in disqualification of your proposal submitted.

Alaina Knofla, Procurement Specialist

Acknowledgement is hereby made of Addendum #2 to ITB #2019-102, Street Sweeping Services.

Signature

Clean Sweep & Vac, LLC
Firm

11/27/18
Date

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.

DAVID BENARD

OWNER

CLEAN SWEEP & VAC, LLC

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.

[redacted]

[redacted]

INVITATION TO BID

FOR: **ANNUAL CONTRACT FOR STREET SWEEPING SERVICES**
DATE: **October 25, 2018**
DEPT: **Public Works**
BID NUMBER: **ITB No. 2019-102**

THIS IS NOT AN ORDER

Bids will be opened and publicly read aloud at City Hall, 121 S.W. Flagler Ave., Stuart, FL at **2:30 pm on Monday, November 26, 2018.** Bids must be SUBMITTED ON THE desired.

Please attach this completed form as the top sheet for all bids submitted. Bid bonds, if required, may be in the form of a Surety Bond, Cashier's Check or Certified Check (checks payable to The City of Stuart).

Bidder's Name: DAVID BENARD
Company Name: CLEAN SWEEP & VAC, LLC
Street Address: 1313 SE OLD DIXIE HWY
City, State, Zip: STUART, FL 34998

Total Amount of Bid: $ 29,999.76

It is the intent and purpose of the City of Stuart that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Procurement Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Procurement Division not later than seven (7) days prior to the bid opening date. This sheet must be signed by a person authorized to sign for your firm and returned with your bid. Failure to comply will result in disqualification of submittal.

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

CLEAN SWEEP & VAC, LLC — Firm Name
11/20/18 — Date
DAVE@CLEANSWEEPANDVAC.COM — Email Address
[signature] — Authorized Signature (Manual)
772-549-9311 — Telephone Number
DAVID BENARD / OWNER — Name/Title (Please Print)
772-219-0687 — Facsimile Number

INSTRUCTIONS TO BIDDER

A1 Each bidder shall furnish the information required on the bid schedule and each accompanying sheet thereof on which he makes an entry. Offers submitted on any other format are subject to disqualification.

A2 **All bids must be submitted in a sealed envelope plainly marked on the outside with the invitation to bid number, date and time of opening.**

A3 **An original, two (2) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive must be submitted in sealed envelopes/packages addressed to Purchasing Division, City of Stuart by the due date and time. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.**

A4 It is the bidder's responsibility to assure that Bids are received in the City of Stuart Procurement Office, 121 SW Flagler Avenue, Stuart, Florida 34994, not later than **2:30 p.m., on the day and date shown above**. Any received after this date and time will not be accepted or considered, and will be returned unopened to the bidder. No telegraphic or facsimile offers will be considered.

A5 Bids will be publicly opened and read aloud at the designated location at City Hall on the above appointed date at 2:30 p.m. or as soon as possible thereafter.

A6 Bids may not be withdrawn for a period of 30 days after the public opening date.

A7 Bidder's attention is specifically called to the terms and conditions of this solicitation.

A8 Please check your prices before submitting your bid, as no change in prices will be allowed after the opening. All prices and notations must be in ink or typewritten. Be sure your bid is signed.

A9 All items quoted must be in compliance with the specifications. Alternate bids will not be considered unless they are specifically called for in this solicitation.

A10 Any actual or prospective bidder who protests the reasonableness, necessity or competitiveness of the terms and/or conditions of the invitation to bid, selection or award recommendation shall file such protest in writing to the Stuart City Manager with a copy to the Financial Services Director.

A11 Questions relative to interpretation of specifications or the solicitation process shall be emailed to: purchasing@ci.stuart.fl.us in ample time before the period set for the receipt of bids. Any interpretations, clarifications or changes made will be in the form of written addenda issued by the Procurement Office. Oral answers will not be authoritative.

A12 It will be the responsibility of the bidder to contact the Procurement Office prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with their bid. **The Procurement Office is located at 121 SW Flagler Avenue, Stuart, Florida 34994, telephone # (772) 288-5320, Fax (772) 600-0134, and email purchasing@ci.stuart.fl.us.**

A13 Product delivery shall be a factor in award. Failure to perform within delivery deadline(s) set forth in the specifications or any other contract document shall constitute default.

A14 The City reserves the right to reject any or all bids, without recourse, to waive technicalities or to accept the bid which in its sole judgment best serves the interest of the City. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or be borne by the City.

A15 Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.

A16 The City may accept any item or group of items on any bid unless the offeror qualifies his bid by specific limitations.

A17 Bidders are requested not to contact the City Commission, requesting/evaluating Departments or Divisions from the time of the issuance of the solicitation or advertisement until such time as the agency provides notice of an intended decision or until 30 days after opening 'the bids, whichever is earlier. Any questions from bidders or evaluating Departments or Divisions will be answered through the Procurement Division.

A18 Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

A19 **Failure to comply with these instructions may result in disqualification of your bid.**

A20 Bidders must register with DemandStar in order to receive all required documents and notification of addenda. Register for FREE at http://www.demandstar-subscriptions, "**FREE AGENCY**".

PART I GENERAL INFORMATION

1.1 OVERVIEW

The purpose of this bid is to seek a qualified, experienced contractor to provide all labor, equipment, and materials necessary to provide Street Sweeping and Parking Lot Cleaning Services.

1.2 DEFINITIONS

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

Equipment: Street hopper, basin, or terms that relate to street sweeping vehicle.

NPDES: 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: 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: 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: 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: 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: 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 INQUIRIES

The City will not respond to oral inquiries. Interested bidders may contact the Procurement Office, regarding questions about the bid at email: purchasing@ci.stuart.fl.us or facsimile: (772) 600-1202. The Procurement Office will also receive written requests for clarification concerning the meaning or interpretation of this Bid, until seven (7) days prior to the submittal date. Questions shall be faxed or emailed with reference to the ITB number. All bidders 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.

1.5 DELAYS

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

1.6 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: **ITB #2019-102 "Annual Contract for Street Sweeping Services"** The envelope shall also include the bidder's return address.

Respondents shall submit one (**1**) original and two (2) 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 bidder may submit the proposal by personal delivery, mail, or express shipping service.

THE CITY MUST RECEIVE ALL PROPOSALS BY
2:30 P.M. ON Monday, November 26, 2018.

Due to the irregularity of mail service, the City cautions bidders 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.

Bidders may withdraw their proposal submissions by notifying the City in writing at any time prior to the deadline for proposal submittal. Bidders may withdraw their submissions in person or by an authorized representative. Bidders 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.

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

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

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

1.8 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.

1.9 INSURANCE

The successful professional 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 professional 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. The successful professional shall maintain required insurance coverage for the full term of this agreement or for such longer periods as may be specifically required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and rated no less than "B" as to management and no less than Class "VIII" as to strength in accordance with the A.M. Best Company Insurance Guide, or its equivalent as determined by the City in its sole discretion.

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 professional and/or subcontractor providing such insurance.

Worker's Compensation Insurance: The professional/service provider shall maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project that complies fully with the State of Florida Worker's Compensation Law, F.S. 440.

General Liability: The Proposer shall, during the life of this agreement take out and maintain broad form Commercial General Liability including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than $1,000,000 per occurrence, $1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)

Business Automobile: The professional/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.

Certificates of Insurance: The Proposer, upon notice of award, will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

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) The City of Stuart is to be specifically included as an ADDITIONAL INSURED on General Liability Insurance and Business Automobile Liability Insurance.

d) The City of Stuart shall be named as Certificate Holder. Please Note that the Certificate Holder should read as follows:

City of Stuart
121S.W. Flagler Avenue
Stuart, FL 34994

e) No City Division, Department, or individual name should appear on the certificate. NO OTHER FORMAT WILL BE ACCEPTABLE.

f) The "Acord" certification of insurance form should be used.

1.10 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.

1.11 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

1.12 ASSIGNMENT & SUBCONTRACTING

The successful bidder 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 bidder 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 bid 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 bidder 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.

1.13 PUBLIC RECORDS

Bids become "public records" and shall be subject to public disclosure consistent with Chapter 119.07 Florida Statutes. Document files may be examined, during normal working hours by appointment. Requested information in this ITB will not be considered confidential and/or proprietary.

1.14 PUBLIC RECORDS LAW: Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at PublicRecordsRequest@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

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

A) Keep and maintain public records required by the public agency to perform the service.

B) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

D) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.

If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

1.15 LICENSES

Bidders, 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 bid receipt. The proposal of any Bidder that is not fully licensed and certified shall be rejected.

1.16 BUSINESS TAX RECEIPT

Bidder 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 bid.

1.17 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.

1.18 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 bid 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.

1.19 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.

1.20 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.

1.21 NON EXCLUSIVE CONTRACT

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

1.22 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.

1.23 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.

1.24 BACKGROUND INFORMATION

As part of the evaluation process, the City reserves the right, to require a Bidder 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 Bidder, including past performance (experience) with the City by the Bidder or any of their Owners.

1.25 COMPETENCY OF RESPONDENTS

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 ITB and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

1.26 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 bidder'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. Bidders 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. In areas where curbed planters exit between the roadway and the curb and gutter, making the area inaccessible to the sweeper, all debris must be hand swept or mechanically blown into an area

on the roadway where the debris can then be swept up by the street sweeper. 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 bidder 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 bid. 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 bidder will enter into a contract to provide the described services. Should the bidder 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 bidder or re-advertise and re-solicit the project.

B. **Payment & Performance Bonds:** The successful bidder, 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	02.	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 3rd St.	US 1 to A1A/Dixie Hwy.	No	Yes	4	Both	0.3	1.2
N	Akron Ave.	West 5th St. to Joan Jefferson Way	No	Yes	4	Both	0.5	2.0
D	West 5th St.	Colorado Ave. to A1A/Dixie Hwy	No	Yes	4	Both	0.1	0.4
D	Camden Ave.	Dead End to A1A/Dixie Hwy	No	Yes	4	Both	0.5	2.0
D	Albany Ave.	West Ocean Blvd to A1A/Dixie Hwy	No	Yes	4	Both	0.2	0.8
N	Joan Jefferson Way	FEC RR Tracks to Anchorage Way	No	Yes	4	Both	0.4	1.6
D	West 1st St.	Albany Ave. to A1A	No	Yes	4	Both	0.1	0.4
D	W. Ocean Blvd	A1A to US 1	No	Yes	4	Both	0.4	1.6
D	Hudson Ct.	Johnson Ave. to US1	No	Yes	4	Both	0.1	0.4
D	MLK Jr. Blvd	Colorado Ave. to Bayou Ave.	No	Yea	4	Both	1.0	4.0
D	Dixie Lane/ Forrest Park	East 10th St. to East 10th St.	No	Yes	1	Both	0.8	0.8
D	Lee Ray Road	Central Pkwy to Monterey Rd.	No	Yes	1	Both	0.4	0.4
D	Central Pkwy	US 1 to Kanner Hwy	Yes	Yes	1	Both	1.1	1.1

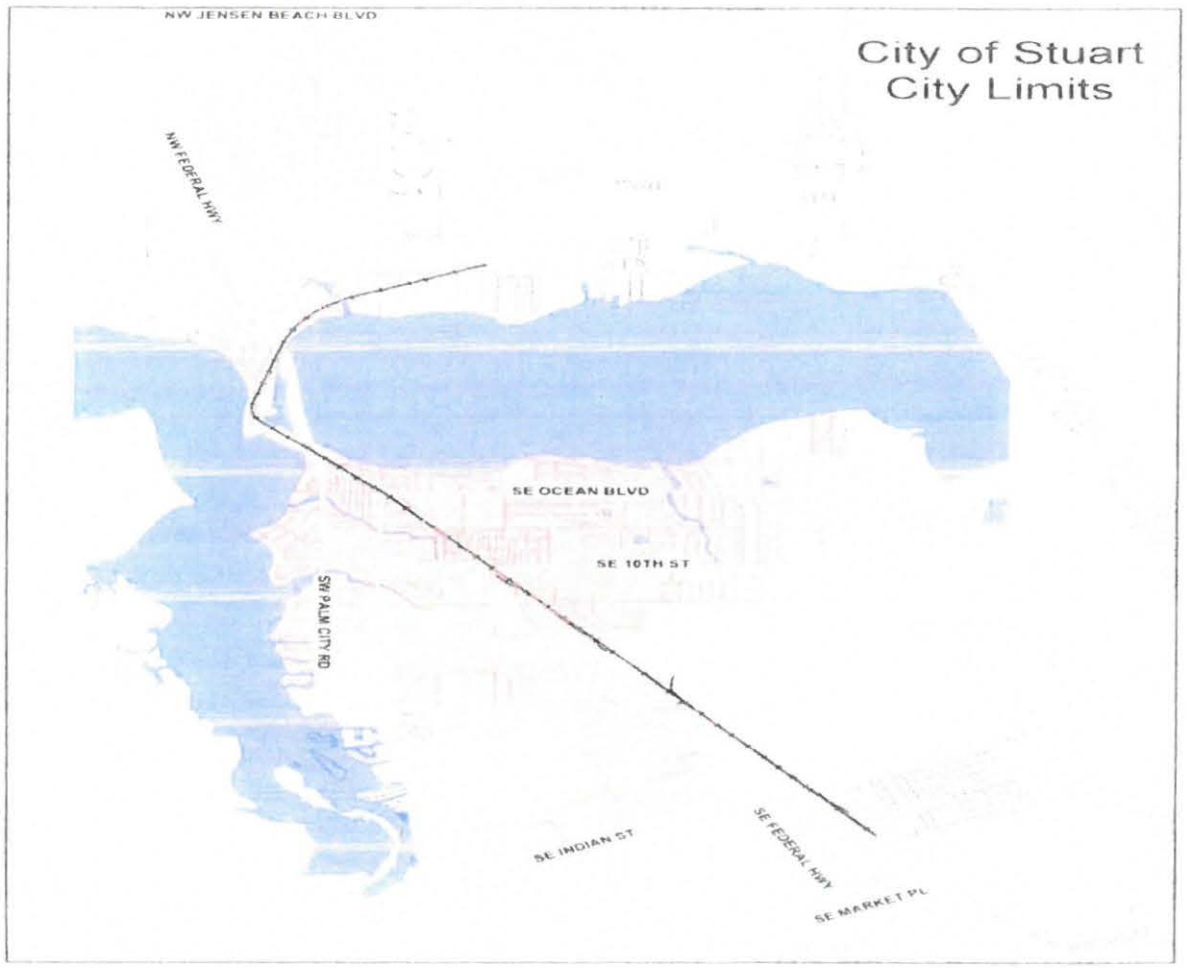
TABLE #1 CURBED CITY STREETS (CONT'D)								
Night /Day	**Street Name**	**From/To**	**Median**	**Curb**	**Monthly Frequency**	**Sides to be Swept**	**Curb Miles**	**Monthly Miles**
D	California	West 5th St. to A1A/Dixie Hwy	No	Yes	4	Both	0.5	2.0
D	Nassau Ave.	Lake St. to East 10th St.	No	One side	1	Both	0.4	0.4
D	Bahama Ave.	MLK Jr. Blvd to East 10th 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 10th St.	No	Yes	4	One side	0.5	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 5th St.	Colorado Ave. to Akron Ave.	No	Yes	2	Both	0.2	0.4
D	West 6th St.	Colorado Ave. to California Ave.	No	Yes	2	Both	0.2	0.4
						Total Curb Miles	**12.7**	**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	Yes	4	Both	0.3	1.2
D	Johnson Ave.	US 1 to Kindred Ave.	No	Yes	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 5th St.	A1A 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
D	Tarpon Ave.	MLK Jr. Blvd to East 10th St	No	No	4	One side	0.5	2.0
D	East 10th 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 10th 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
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


City of Stuart
City Limits
NW JENSEN BEACH BLVD
NW FEDERAL HWY
SE OCEAN BLVD
SE 10TH ST
SW PALM CITY RD
SE INDIAN ST
SE FEDERAL HWY
SE MARKET PL

PART V ITB 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	$ 23
2	Parking lot / cleaning services as described herein	Per Lot	$ 18.18
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 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) (Printed Name) DAVID BENARD

Name of Company, Firm CLEAN SWEEP & VAC, LLC (Printed Title) OWNER

Telephone Number 772-349-9311 Facsimile Number 772-219-0687 Email Address DAVE@CLEANSWEEPSVAC.COM

5.2 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 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: 11/26/18

FOR: Clean Sweep & VAC, LLC
(Firm Name)

(Witness)

BY: _____
(Signature)

(Witness)

OWNER
(Title)

(Corporate Attest by Secretary)

(Affix Seal)

Sworn to and subscribed before me this 26th day of November 20 18,
known to me, or identified as David W. Benard Jr.
in the City of Stuart, County of Martin, State of Florida.

Signed: _____ Notary Public

My Commission Expires: 4/27/2022. (Affix Seal)

JOYCE R. KOLLER
Notary Public – State of Florida
Commission # GG 18274
My Comm. Expires Apr 27, 2022
Bonded through National Notary Assn.

5.3 REFERENCE FORM

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

#1 REFERENCE

Company/Entity Name: CITY OF STUART	
Address	
City STUART , State FL	Zip Code 34994
Contact Name: MILTON LEGGOT	Title: STORMWATER DEPT.
Phone No: 772-349-5341 Fax:	Email:
Date of Service or Contract Period: 2016-2019	Location STUART, FL
Summary of Services Performed STREET SWEEPING	Governmental or Private
Dollar Value of Contract $ $30,000 ANNUAL	

#2 REFERENCES

Company/Entity Name: INDIAN RIVER COUNTY	
Address	
City VERO BEACH , State FL	Zip Code
Contact Name: JEFF HOFFMAN	Title: MANAGER ROADS DEPT
Phone No: 772-713-0483 Fax:	Email: JHOFFMAN@IRCGOV.COM
Date of Service or Contract Period: 2017 - CURRENT	Location VERO
Summary of Services Performed STREET SWEEPING	Governmental or Private
Dollar Value of Contract $ $36,000 ANNUAL	

#3 REFERENCES

Company/Entity Name: SIKORSKY AIRCRAFT	
Address 17900 BEE LINE HWY	
City JUPITER , State FL	Zip Code 33478
Contact Name: DAVID TEXTERA	Title: MANAGER
Phone No: 561-775-5202 Fax:	Email:
Date of Service or Contract Period: 2009 - 2017	Location JUPITER
Summary of Services Performed STREET SWEEPING	Governmental or Private
Dollar Value of Contract $ $35,000 ANNUAL	

Company Name CLEAN SWEEP & VAC, LLC

5.4 SCHEDULE OF SUBCONTRACTORS PARTICIPATION

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

Name of Subcontractor: ____________________

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 ____________________

5.5 EQUIPMENT SUPPLIED BY CONTRACTOR

ITEM	QTY	DESCRIPTION	MANUFACTURER
1	2006	TYMCO AIR SWEEPER	TYMCO
2	2005	TYMCO AIR SWEEPER	TYMCO
3	2002	TYMCO AIR SWEEPER	TYMCO
4	2000	TYMCO AIR SWEEPER	TYMCO
5			

5.6 PROPOSAL CHECKLIST FORM

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

1. Letter of Transmittal — Yes ☑ No ☐
2. Acknowledgment of addendum & submission with ITB — 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 ☑

ITB #2019-101

COMPANY NAME: CLEAN SWEEP & VAC, LLC

5.7 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: 1313 SE OLD DIXIE HWY STUART, FL

   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).

[X] 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 ad 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 26th day of November, 20 18.

Personally known _____ OR Produced Identification FL Driver's license

_____ Notary Public – State of Florida

Type of Identification FL Driver's license My Commission Expires: 4/27/2022

SEAL OR STAMP

JOYCE R. KOLLER
Notary Public - State of Florida
Commission # GG 182741
My Comm. Expires Apr 27, 2022
Bonded through National Notary Assn.

5.8 STANDARD "SHORT FORM CONTRACT"

CONTRACTOR: _____

PROJECT: ITB 2019-201: ANNUAL CONTRACT FOR STREET SWEEPING SERVICES

CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter "Contract," made and entered into the ____ day of _____, 2018 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 ITB #2019-201)

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 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 1.9 of the Invitation to Bid. 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.

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

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at PublicRecordsRequest@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

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

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

F. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.

H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

I. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

J. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

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 Invitation to Bid as Issued by City, including all Addenda"

Exhibit C - "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:

_____
MARY R. KINDEL
CITY CLERK

_____
DAVID DYESS
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

CONTRACTOR

_____
(Signature)

_____
(Signature)

_____
(Signature)

_____
Printed Name

_____
Title

Back to Search Results

Business Tax Receipt Details

Click here for help

License Number	2014-000275-00364.000	**Status**	NONRENEW
Business Name	CLEAN SWEEP & VAC. LLC	**Current Amount Due**	0.00
Business Category	PUBLIC SERVICE		
Additional Description	ACCOUNT PAID IN FULL	**New Business Date**	10/14/2013
Business Address	OCCY	**Date Closed**	10/11/2017
Doing Business As			
Owner Name	DAVID BENARD		
Mailing Address	CLEAN SWEEP & VAC. LLC DAVID BENARD 2201 SE INDIAN STREET, UNIT M-6 STUART FL 34997		

License Renewal History

Year	License Amount	Penalty	Fees	Transfer	Duplicate	Exempt	Amount Due	Paid
2018	26.25						26.25	PAID
2017	26.25						26.25	PAID
2016	26.25						26.25	PAID
2015	26.25						26.25	PAID
2014	26.25						26.25	PAID

CLEASWE-01 BUSCEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/09/2018

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 have ADDITIONAL INSURED provisions or 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
Maximus Insurance Agency, Inc.
684 Broadway
Massapequa, NY 11758

CONTACT NAME:
PHONE (A/C, No, Ext): (516) 308-4060 FAX (A/C, No): (516) 308-4055
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SCOTTSDALE INDEMNITY CO	15580
INSURER B : Starstone National Insurance	
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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			RBS0013636	11/09/2018	11/09/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			72332B181ALI	11/09/2018	11/09/2019	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 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	 $ $ $
B	Inland Marine			72818B181EQF	11/09/2018	11/09/2019	SCHEDULED	10,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/14/2018

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 have ADDITIONAL INSURED provisions or 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:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FCBI	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Clean Sweep & Vac, LLC.
Bernard, David
8255 Business Park Drive
Port Saint 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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 0
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 0
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 0
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 0
	OTHER:							$ 0
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 0
	ANY AUTO						BODILY INJURY (Per person)	$ 0
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 0
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 0
								$ 0
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$ 0
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 0
	DED / RETENTION $ 0							$ 0
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		10656691	5/12/2018	5/12/2019	X 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)

STREET CLEANING

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

April Miller

2018 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L13000049814

Entity Name: CLEAN SWEEP & VAC, LLC

FILED
Jan 23, 2018
Secretary of State
CC9658560778

Current Principal Place of Business:

1313 FLORIDA A1A
STUART, FL 34994

Current Mailing Address:

PO BOX 3268
STUART, FL 34995 US

FEI Number: 46-3711210

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BENARD, DAVID
4927 SEE DUVALL DR
STUART, FL 34997 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	AMBR	Title	AMBR
Name	BENARD, DAVID	Name	BAKER, STACEY C
Address	8255 BUSINESS PARK DR	Address	8255 BUSINESS PARK DR
City-State-Zip:	PORT ST. LUCIE FL 34952	City-State-Zip:	PORT ST. LUCIE FL 34952

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DAVID BENARD — AMBR — 01/23/2018

Electronic Signature of Signing Authorized Person(s) Detail — Date

Your ID Cards

Keep these cards handy--in your glove compartment or wallet. And contact us anytime you have a question or need to report a claim.

If you have a claim, we'll get you back on the road as soon as possible. And while you'll always have a choice where to repair your vehicle, when you use a shop in our preapproved network, we'll guarantee your repair for as long as you own or lease your vehicle.

Thank you for choosing Progressive.

CLEAN SWEEP & VAC, LLC

Form A022 FL (03/11)

IF YOU'RE IN AN ACCIDENT

1. Remain at the scene. Don't admit fault.
2. Find a safe location, call the police, and exchange driver information.
3. Call Progressive right away.

TO REPORT A CLAIM

Call 1-800-274-4499 or go to claims.progressive.com.

PROGRESSIVE

KEEP THIS CARD IN YOUR VEHICLE WHILE IN OPERATION.

Florida Automobile Insurance Identification Card

Insurer: Progressive Express Ins Company - 02962
Policy Number: 08388726-0
Effective Date: 11/22/2018
Expiration Date: 11/22/2019
[X] Personal Injury Protection Benefits/Property Damage Liability
[X] Bodily Injury Liability
Named Insured(s):
CLEAN SWEEP & VAC, LLC

Year	Make	Model	VIN
1999	INTL	470	1HTSCABN2XH610205

Policy Type: Commercial
NAIC Number: 10193
NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE.

Your Agent:
MAXIMUS INS AGCY INC 1-516-308-4060

See claims reporting information on reverse side.
Misrepresentation of insurance is a first degree misdemeanor.

Your ID Cards

Keep these cards handy--in your glove compartment or wallet. And contact us anytime you have a question or need to report a claim.

If you have a claim, we'll get you back on the road as soon as possible. And while you'll always have a choice where to repair your vehicle, when you use a shop in our preapproved network, we'll guarantee your repair for as long as you own or lease your vehicle.

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Insurer: Progressive Express Ins Company - 02962
Policy Number: 08388726-0
Effective Date: 11/22/2018
Expiration Date: 11/22/2019

[X] Personal Injury Protection Benefits/Property Damage Liability
[X] Bodily Injury Liability

Named Insured(s):
CLEAN SWEEP & VAC, LLC

Year	Make	Model	VIN
2006	Chevrolet	4500 W45042	J8BC4B16967001915

Policy Type: Commercial
NAIC Number: 10193
NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE.

Your Agent:
MAXIMUS INS AGCY INC 1-516-308-4060

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Thank you for choosing Progressive.

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Florida Automobile Insurance Identification Card

Insurer: Progressive Express Ins Company - 02962
Policy Number: 08388726-0
Effective Date: 11/22/2018
Expiration Date: 11/22/2019

[X] Personal Injury Protection Benefits/Property Damage Liability
[X] Bodily Injury Liability

Named Insured(s):
CLEAN SWEEP & VAC, LLC

Year	Make	Model	VIN
2006	Chevrolet	4500 W45042	J8BC4B16367002770

Policy Type: Commercial
NAIC Number: 10193
NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE.

Your Agent:
MAXIMUS INS AGCY INC 1-516-308-4060

See claims reporting information on reverse side.
Misrepresentation of insurance is a first degree misdemeanor.

City of Stuart

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

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

Alaina Knofla
Procurement Specialist
purchasing@ci.stuart.fl.us

Date: November 20, 2018

To: Prospective Proposers

Subject: **Addendum #1 to ITB #2019-102, Street Sweeping**

ADDENDUM #1

The purpose of this addendum is to change the submittal due date from Monday November 26, 2018 to Wednesday December 5, 2018 at the same time of 2:30pm.

All other terms and conditions of this ITB remain unchanged.

This Addendum shall be considered an integral part of the ITB and must be acknowledged, signed and returned with your submittal. Failure to comply may result in disqualification of your submittal.

Alaina Knofla
Procurement Specialists
City of Stuart, Florida

Acknowledgement is hereby made of Addendum #1 to ITB #2019-102 Street Sweeping

Signature

Clean Sweep of VAC, LLC
Firm

City of Stuart

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

Alaina Knofla
Procurement Specialist
purchasing@ci.stuart.fl.us

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

Date: November 28, 2018

To: Prospective Proposers

Subject: **Addendum #2 to ITB #2019-102, Street Sweeping**

ADDENDUM #2

The purpose of this addendum is to provide clarification to vendor questions and **change the submittal due date from Wednesday December 5, 2018 to Wednesday December 12, 2018 at the same time of 2:30pm.**

1. **Question:** Can the contractor use a combination of equipment to perform Street Sweeping Services?
   Answer: Yes, the contractor may use a combination of equipment and is not limited to vacuum sweepers.

2. **Question:** Is there a bid tabulation from the previous solicitation, what was the pricing, and who is the current contractor?
   Answer: Please see bid tabulation below from previous RFP. the current contractor is Clean Sweep & Vac. LLC.

Firms Submitting Proposals:		Price Per Mile	Monthly Total	Annual Total	Price Per Lot	Monthly Total	Annual Total	Overall Total	Pcard
		Street Sweeping	100 Miles Street Sweeping	Street Sweeping	Bi-Monthly Parking Lot	22 Parking Lots	Parking Lots	Streets & Lots	Yes or No
1	Clean Sweep & Vac, LLC	$19.00	$1,900.00	$22,800.00	$16.00	$352.00	$4,224.00	$27,024.00	N
2	Facilities Pro-Sweep	$30.00	$3,000.00	$36,000.00	$25.00	$550.00	$6,600.00	$42,600.00	N

All other terms and conditions of this ITB remain unchanged.

This Addendum shall be considered an integral part of the ITB and Contract Documents and this Addendum must be acknowledged, signed and returned with your submittal **by 2:30 p.m. on December 12, 2018**. Failure to comply will result in disqualification of your proposal submitted.

Alaina Knofla, Procurement Specialist

Acknowledgement is hereby made of Addendum #2 to ITB #2019-102, Street Sweeping Services.

Signature

Clean Sweep & Vac, LLC
Firm

11/27/18
Date

Dave@CleanSweepandVac.com
Email Address

City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement Division
purchasing@ci.stuart.fl.us
PH: 772-288-5320 • FAX: 772-600-1202

ITB No. 2019-102

Annual Contract for Street Sweeping

Event	Date
Date ITB Issued	November 13, 2018
Due date for questions	November 19, 2018
ITB Due Date	November 26, 2018

City of Stuart

ITB 2019-102

Annual Contract for Street Sweeping

Advertisement

Proposals for Street Sweeping Services will be received by the City of Stuart at the Procurement Office, 121 S.W. Flagler Avenue, Stuart, Florida, 34994, until November 26, 2018 at 2:30 P.M.

An original, two (2) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive must be submitted in sealed envelopes/packages addressed to Purchasing Division, City of Stuart, and marked "ITB# 2019-102, Annual Contract for Street Sweeping Services." Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.

A complete bid package can be obtained by contacting the Procurement Office at 772-288-5320, purchasing@ci.stuart.fl.us or from Onvia DemandStar at http://www.demandstar.com or by calling (800) 711-1712. The City of Stuart is not responsible for the content of any bid package received through any 3rd party bid service or any source.

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

Mark outside of envelope: ITB# 2019-102, Annual Contract for Street Sweeping Services"

Dated: **11/7/18**
Published: **11/13/18**

INVITATION TO BID

FOR: **ANNUAL CONTRACT FOR STREET SWEEPING SERVICES**
DATE: **October 25, 2018**
DEPT: **Public Works**
BID NUMBER: **ITB No. 2019-102**

THIS IS NOT AN ORDER

Bids will be opened and publicly read aloud at City Hall, 121 S.W. Flagler Ave., Stuart, FL at **2:30 pm on Monday, November 26, 2018.** Bids must be SUBMITTED ON THE desired.

Please attach this completed form as the top sheet for all bids submitted. Bid bonds, if required, may be in the form of a Surety Bond, Cashier's Check or Certified Check (checks payable to The City of Stuart).

Bidder's Name _____

Company Name _____

Street Address _____

City, State, Zip _____

Total Amount of Bid $_____

It is the intent and purpose of the City of Stuart that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Procurement Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Procurement Division not later than seven (7) days prior to the bid opening date. This sheet must be signed by a person authorized to sign for your firm and returned with your bid. Failure to comply will result in disqualification of submittal.

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

Firm Name	Date	Email Address
Authorized Signature (Manual)	Telephone Number	
Name/Title (Please Print)	Facsimile Number	

INSTRUCTIONS TO BIDDER

A1 Each bidder shall furnish the information required on the bid schedule and each accompanying sheet thereof on which he makes an entry. Offers submitted on any other format are subject to disqualification.

A2 **All bids must be submitted in a sealed envelope plainly marked on the outside with the invitation to bid number, date and time of opening.**

A3 **An original, two (2) copies and one (1) electronic copy (PDF format preferred) on a CD or flash drive must be submitted in sealed envelopes/packages addressed to Purchasing Division, City of Stuart by the due date and time. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.**

A4 It is the bidder's responsibility to assure that Bids are received in the City of Stuart Procurement Office, 121 SW Flagler Avenue, Stuart, Florida 34994, not later than **2:30 p.m., on the day and date shown above**. Any received after this date and time will not be accepted or considered, and will be returned unopened to the bidder. No telegraphic or facsimile offers will be considered.

A5 Bids will be publicly opened and read aloud at the designated location at City Hall on the above appointed date at 2:30 p.m. or as soon as possible thereafter.

A6 Bids may not be withdrawn for a period of 30 days after the public opening date.

A7 Bidder's attention is specifically called to the terms and conditions of this solicitation.

A8 Please check your prices before submitting your bid, as no change in prices will be allowed after the opening. All prices and notations must be in ink or typewritten. Be sure your bid is signed.

A9 All items quoted must be in compliance with the specifications. Alternate bids will not be considered unless they are specifically called for in this solicitation.

A10 Any actual or prospective bidder who protests the reasonableness, necessity or competitiveness of the terms and/or conditions of the invitation to bid, selection or award recommendation shall file such protest in writing to the Stuart City Manager with a copy to the Financial Services Director.

A11 Questions relative to interpretation of specifications or the solicitation process shall be emailed to: purchasing@ci.stuart.fl.us in ample time before the period set for the receipt of bids. Any interpretations, clarifications or changes made will be in the form of written addenda issued by the Procurement Office. Oral answers will not be authoritative.

A12 It will be the responsibility of the bidder to contact the Procurement Office prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with their bid. **The Procurement Office is located at 121 SW Flagler Avenue, Stuart, Florida 34994, telephone # (772) 288-5320, Fax (772) 600-0134, and email purchasing@ci.stuart.fl.us.**

A13 Product delivery shall be a factor in award. Failure to perform within delivery deadline(s) set forth in the specifications or any other contract document shall constitute default.

A14 The City reserves the right to reject any or all bids, without recourse, to waive technicalities or to accept the bid which in its sole judgment best serves the interest of the City. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or be borne by the City.

A15 Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.

A16 The City may accept any item or group of items on any bid unless the offeror qualifies his bid by specific limitations.

A17 Bidders are requested not to contact the City Commission, requesting/evaluating Departments or Divisions from the time of the issuance of the solicitation or advertisement until such time as the agency provides notice of an intended decision or until 30 days after opening 'the bids, whichever is earlier. Any questions from bidders or evaluating Departments or Divisions will be answered through the Procurement Division.

A18 Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

A19 **Failure to comply with these instructions may result in disqualification of your bid.**

A20 Bidders must register with DemandStar in order to receive all required documents and notification of addenda. Register for FREE at http://www.demandstar-subscriptions, **"FREE AGENCY".**

PART I GENERAL INFORMATION

1.1 OVERVIEW

The purpose of this bid is to seek a qualified, experienced contractor to provide all labor, equipment, and materials necessary to provide Street Sweeping and Parking Lot Cleaning Services.

1.2 DEFINITIONS

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

Equipment: Street hopper, basin, or terms that relate to street sweeping vehicle.

NPDES: 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: 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: 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: 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: 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: 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 INQUIRIES

The City will not respond to oral inquiries. Interested bidders may contact the Procurement Office, regarding questions about the bid at email: purchasing@ci.stuart.fl.us or facsimile: (772) 600-1202. The Procurement Office will also receive written requests for clarification concerning the meaning or interpretation of this Bid, until seven (7) days prior to the submittal date. Questions shall be faxed or emailed with reference to the ITB number. All bidders 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.

1.5 DELAYS

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

1.6 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: **ITB #2019-102 "Annual Contract for Street Sweeping Services"** The envelope shall also include the bidder's return address.

Respondents shall submit one (1) original and two (2) 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 bidder may submit the proposal by personal delivery, mail, or express shipping service.

THE CITY MUST RECEIVE ALL PROPOSALS BY
2:30 P.M. ON Monday, November 26, 2018.

Due to the irregularity of mail service, the City cautions bidders 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.

Bidders may withdraw their proposal submissions by notifying the City in writing at any time prior to the deadline for proposal submittal. Bidders may withdraw their submissions in person or by an authorized representative. Bidders 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.

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

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

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

1.8 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.

1.9 INSURANCE

The successful professional 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 professional 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. The successful professional shall maintain required insurance coverage for the full term of this agreement or for such longer periods as may be specifically required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and rated no less than "B" as to management and no less than Class "VIII" as to strength in accordance with the A.M. Best Company Insurance Guide, or its equivalent as determined by the City in its sole discretion.

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 professional and/or subcontractor providing such insurance.

Worker's Compensation Insurance: The professional/service provider shall maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project that complies fully with the State of Florida Worker's Compensation Law, F.S. 440.

General Liability: The Proposer shall, during the life of this agreement take out and maintain broad form Commercial General Liability including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than $1,000,000 per occurrence, $1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)

Business Automobile: The professional/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.

Certificates of Insurance: The Proposer, upon notice of award, will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

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) The City of Stuart is to be specifically included as an ADDITIONAL INSURED on General Liability Insurance and Business Automobile Liability Insurance.

d) The City of Stuart shall be named as Certificate Holder. Please Note that the Certificate Holder should read as follows:

City of Stuart
121S.W. Flagler Avenue
Stuart, FL 34994

e) No City Division, Department, or individual name should appear on the certificate. NO OTHER FORMAT WILL BE ACCEPTABLE.

f) The "Acord" certification of insurance form should be used.

1.10 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.

1.11 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

1.12 ASSIGNMENT & SUBCONTRACTING

The successful bidder 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 bidder 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 bid 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 bidder 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.

1.13 PUBLIC RECORDS

Bids become "public records" and shall be subject to public disclosure consistent with Chapter 119.07 Florida Statutes. Document files may be examined, during normal working hours by appointment. Requested information in this ITB will not be considered confidential and/or proprietary.

1.14 PUBLIC RECORDS LAW: Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at PublicRecordsRequest@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

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

A) Keep and maintain public records required by the public agency to perform the service.

B) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

D) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.

If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

1.15 LICENSES

Bidders, 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 bid receipt. The proposal of any Bidder that is not fully licensed and certified shall be rejected.

1.16 BUSINESS TAX RECEIPT

Bidder 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 bid.

1.17 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.

1.18 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 bid 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.

1.19 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.

1.20 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.

1.21 NON EXCLUSIVE CONTRACT

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

1.22 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.

1.23 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.

1.24 BACKGROUND INFORMATION

As part of the evaluation process, the City reserves the right, to require a Bidder 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 Bidder, including past performance (experience) with the City by the Bidder or any of their Owners.

1.25 COMPETENCY OF RESPONDENTS

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 ITB and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

1.26 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 bidder'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. Bidders 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. In areas where curbed planters exit between the roadway and the curb and gutter, making the area inaccessible to the sweeper, all debris must be hand swept or mechanically blown into an area

on the roadway where the debris can then be swept up by the street sweeper. 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 bidder 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 bid. 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 bidder will enter into a contract to provide the described services. Should the bidder 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 bidder or re-advertise and re-solicit the project.

B. **Payment & Performance Bonds:** The successful bidder, 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	02.	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 3rd St.	US 1 to A1A/Dixie Hwy.	No	Yes	4	Both	0.3	1.2
N	Akron Ave.	West 5th St. to Joan Jefferson Way	No	Yes	4	Both	0.5	2.0
D	West 5th St.	Colorado Ave. to A1A/Dixie Hwy	No	Yes	4	Both	0.1	0.4
D	Camden Ave.	Dead End to A1A/Dixie Hwy	No	Yes	4	Both	0.5	2.0
D	Albany Ave.	West Ocean Blvd to A1A/Dixie Hwy	No	Yes	4	Both	0.2	0.8
N	Joan Jefferson Way	FEC RR Tracks to Anchorage Way	No	Yes	4	Both	0.4	1.6
D	West 1st St.	Albany Ave. to A1A	No	Yes	4	Both	0.1	0.4
D	W. Ocean Blvd	A1A to US 1	No	Yes	4	Both	0.4	1.6
D	Hudson Ct.	Johnson Ave. to US1	No	Yes	4	Both	0.1	0.4
D	MLK Jr. Blvd	Colorado Ave. to Bayou Ave.	No	Yea	4	Both	1.0	4.0
D	Dixie Lane/ Forrest Park	East 10th St. to East 10th St.	No	Yes	1	Both	0.8	0.8
D	Lee Ray Road	Central Pkwy to Monterey Rd.	No	Yes	1	Both	0.4	0.4
D	Central Pkwy	US 1 to Kanner Hwy	Yes	Yes	1	Both	1.1	1.1

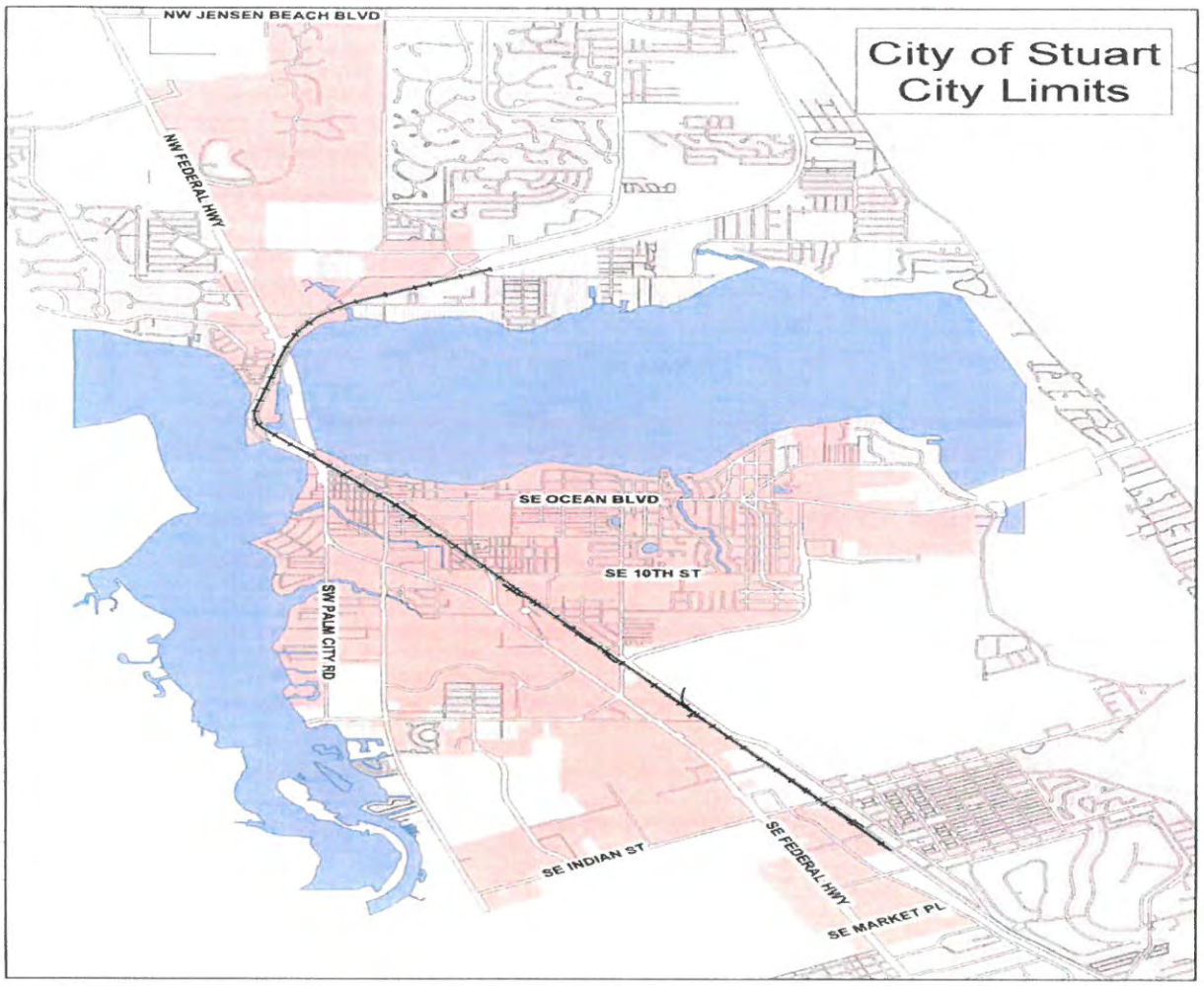
TABLE #1 CURBED CITY STREETS (CONT'D)								
Night /Day	**Street Name**	**From/To**	**Median**	**Curb**	**Monthly Frequency**	**Sides to be Swept**	**Curb Miles**	**Monthly Miles**
D	California	West 5th St. to A1A/Dixie Hwy	No	Yes	4	Both	0.5	2.0
D	Nassau Ave.	Lake St. to East 10th St.	No	One side	1	Both	0.4	0.4
D	Bahama Ave.	MLK Jr. Blvd to East 10th 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 10th St.	No	Yes	4	One side	0.5	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 5th St.	Colorado Ave. to Akron Ave.	No	Yes	2	Both	0.2	0.4
D	West 6th St.	Colorado Ave. to California Ave.	No	Yes	2	Both	0.2	0.4
						Total Curb Miles	**12.7**	**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	Yes	4	Both	0.3	1.2
D	Johnson Ave.	US 1 to Kindred Ave.	No	Yes	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 5th St.	A1A 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
D	Tarpon Ave.	MLK Jr. Blvd to East 10th St	No	No	4	One side	0.5	2.0
D	East 10th 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 10th 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
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


City of Stuart
City Limits
NW JENSEN BEACH BLVD
NW FEDERAL HWY
SE OCEAN BLVD
SE 10TH ST
SW PALM CITY RD
SE INDIAN ST
SE FEDERAL HWY
SE MARKET PL

PART V ITB 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 ☐ 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 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 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 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)

5.3 REFERENCE FORM

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

#1 REFERENCE

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

#2 REFERENCES

Company/Entity Name:_____			
Address_____			
City _____,	State_____	Zip Code_____	
Contact Name: _____		Title:_____	
Phone No: _____	Fax:_____	Email:_____	
Date of Service or Contract Period: _____		Location_____	
Summary of Services Performed _____			Governmental or Private _____
Dollar Value of Contract $_____			

#3 REFERENCES

Company/Entity Name:_____			
Address_____			
City _____,	State_____	Zip Code_____	
Contact Name: _____		Title:_____	
Phone No: _____	Fax:_____	Email:_____	
Date of Service or Contract Period: _____		Location_____	
Summary of Services Performed _____			Governmental or Private _____
Dollar Value of Contract $_____			

Company Name _____

5.4 SCHEDULE OF SUBCONTRACTORS PARTICIPATION

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

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 ______________________________

5.5 EQUIPMENT SUPPLIED BY CONTRACTOR

ITEM	QTY	DESCRIPTION	MANUFACTURER
1			
2			
3			
4			
5			

5.6 PROPOSAL CHECKLIST FORM

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

1. Letter of Transmittal — Yes ☐ No ☐
2. Acknowledgment of addendum & submission with ITB — 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 ☐

ITB #2019-101

COMPANY NAME: _____

5.7 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 ad 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

5.8 STANDARD "SHORT FORM CONTRACT"

CONTRACTOR: _____

PROJECT: ITB 2019-201: ANNUAL CONTRACT FOR STREET SWEEPING SERVICES

CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter "Contract," made and entered into the ____ day of _____, 2018 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 ITB #2019-201)

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 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 1.9 of the Invitation to Bid. 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.

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

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at PublicRecordsRequest@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

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

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

F. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.

H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

I. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

J. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

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 Invitation to Bid as Issued by City, including all Addenda"

Exhibit C - "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:

_____
MARY R. KINDEL
CITY CLERK

_____
DAVID DYESS
CITY MANAGER

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:

CONTRACTOR

_____
(Signature)

_____
(Signature)

_____
(Signature)

_____
Printed Name

_____
Title