

CITY OF NAPLES, FLORIDA
AGREEMENT
(SERVICES)

Bid/Proposal No. **ITB 18-016**

Clerk Tracking No. 2018-00029

Project Name: **Hauling of Roll-Off Containers**

THIS AGREEMENT (the "Agreement") is made and entered into this **21st day of March 2018** by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Sunshine Recycling Services of S.W. Florida, L.L.C.**, a Florida Limited Liability Company located at: **5235 Ramsey Way, Suite 18; Fort Myers, Florida 33907** (the "CONTRACTOR").

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning certain services specified in this Agreement (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted an **Invitation-to-Bid No. 18-016** for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE ONE
CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by the CONTRACTOR are generally described as **Hauling of Roll-Off Containers** and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, registration, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. The CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified employee to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by the CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the CONTRACTOR hereunder, and the CONTRACTOR shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph. However, the CONTRACTOR shall comply with the Florida Public Records laws including those requirements set out in ARTICLE FIVE, below.

1.7 The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation that is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8 The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;
- (b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and
- (c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Projects assigned to this Agreement and shall be performed **through March 31, 2021** with the mutually agreed upon option between the CITY and CONTRACTOR of two (2) one-year renewals. Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late

completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

3.5 Liquidated Damages: Not applicable to this Agreement.

3.6 Bond. A Payment & Performance Bond with a surety insurer authorized to do business in this state as surety will be acquired by the CONTRACTOR prior to commencement of work and will be recorded in the public records of the County by the CONTRACTOR.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services is not to exceed a Department's Adopted Budget and is **estimated not to exceed an annual expenditure of \$237,500.00** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **EXHIBIT B** and made a part of this Agreement.

ARTICLE FIVE MAINTENANCE OF RECORDS

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.

5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES' CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE

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 City of Naples' Custodian of Public records, the City Clerk at Telephone: **239-213-1015**; Email: **PublicRecordsRequests@naplesgov.com**; Address: **735 8th Street S., Naples, Florida 34102**; Mailing address: **same as street address.**

5.3 The CONTRACTOR shall:

- (a) Keep and maintain public records required by the CITY to perform the service.
- (b) Upon request from the CITY's custodian of public records, provide the CITY 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 119.0701 F.S. 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 CITY.
- (d) Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY 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 CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**ARTICLE SIX
INDEMNIFICATION**

6.1. The CONTRACTOR agrees to indemnify and hold harmless the CITY from liabilities, damages, losses and costs, including, but not limited to, all attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

**ARTICLE SEVEN
INSURANCE**

7.1. The CONTRACTOR shall obtain and carry, at all times during its performance under this Agreement, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **EXHIBIT C** and made a part of this Agreement.

**ARTICLE EIGHT
SERVICES BY CONTRACTOR'S OWN STAFF**

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

**ARTICLE NINE
WAIVER OF CLAIMS**

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

**ARTICLE TEN
TERMINATION OR SUSPENSION**

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY; or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar days written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

**ARTICLE ELEVEN
CONFLICT OF INTEREST**

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

**ARTICLE TWELVE
MODIFICATION**

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**ARTICLE THIRTEEN
NOTICES AND ADDRESS OF RECORD**

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

City of Naples
735 Eighth Street South; Naples, Florida 34102-3796
Attention: **A. William Moss**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

Sunshine Recycling Services of S.W. Florida, L.L.C.
5235 Ramsey Way, Suite 18; Fort Myers, Florida 33907
Attention: **Nick R. Amundsen**, President
FEI/EIN Number: On File

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

**ARTICLE FOURTEEN
MISCELLANEOUS**

14.1. The CONTRACTOR assumes toward the CITY a duty of care commensurate with that which is imposed upon persons or firms in contractor's profession. CONTRACTOR will make reasonable efforts to ensure that its employees and agents maintain a professional demeanor and that the work area is compliant with CITY property maintenance and Project standards.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating

to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

14.7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **EXHIBIT D**.

14.8. To the extent that any provision in the Specifications or any other Contract Documents pertaining to this Project conflict with any provision of this Agreement, this Agreement controls.

14.9. Dispute Resolution. Disputes under this Agreement shall be resolved through mutual consultation between the parties within 14 days after notice; and failing resolution through mutual consultation, through mediation within 30 days thereafter; and failing mediation, through Arbitration under the Florida Arbitration Code, by a single arbitrator. If the parties cannot agree on a mediator or arbitrator, within 14 days of failure of the previous method, they shall request the Chief Judge of the 20th Judicial Circuit to appoint a mediator, or an arbitrator, as the case may be. Time periods are waivable by mutual agreement of the parties, but shall not exceed 90 days for completion of the processes described herein, unless by mutual agreement. Costs of the mediator or arbitrator shall be shared equally.

14.10. Attorneys' fees. Except as otherwise provided herein, each party shall be responsible for its own attorneys' fees.

ARTICLE FIFTEEN APPLICABLE LAW

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

END OF ARTICLE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: Patricia L. Rambosk
Patricia L. Rambosk, City Clerk

By: A. William Moss
A. William Moss, City Manager



Approved as to form
and legal sufficiency:

By: Robert D. Pritt
Robert D. Pritt, City Attorney

CONTRACTOR:

Sunshine Recycling Services of S.W. Florida, L.L.C.
5235 Ramsey Way, Suite 18
Fort Myers, Florida 33907
Attention: **Nick R. Amundsen**, President

CONTRACTOR:

Christine Busch
Witness

Christine Busch
Witness Printed Name

By: Nick R. Amundsen

Printed Name: NICK R. Amundsen

Title: President

FEI/EIN Number: On File
Florida Limited Liability Company (FL)

(CORPORATE SEAL)



EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement are included in Attachment A-1 which is attached and made a part of this Agreement and those set out in the Bid, any Issued Addendum(s) and Vendor's Submittal of (ITB) Invitation-to-Bid No.18-016, titled Hauling of Roll-Off Containers herein referenced and made a part of this Agreement.

END OF EXHIBIT A

City of Naples FL
Invitation to Bid
HAULING OF ROLL-OFF CONTAINERS

SPECIFICATIONS

1. SCOPE OF WORK

Furnish all labor, supervision, equipment and fuel for hauling and disposal of self-contained compactors, break away compactors and assorted types and sizes of "Roll-Off" containers for hauling wastes, single stream recyclables, sterilized medical wastes, and other solid waste within the City of Naples to the Collier County Landfill at the intersection of I-75 and C.R. 951, other designated locations within Collier County, or the Material Recovery Facility in Lee County. Work will include coordinating all communications with City accounts necessary to fulfill hauling and disposal activities.

2. RESTRICTIONS

This Agreement does not include hazardous waste, biological or infectious waste or sludge, from or generated by any commercial property.

3. LENGTH OF CONTRACT

The Contract will be three (3) years in length, with the City's option to exercise two (2) additional one-year renewals.

4. VEHICLE REQUIREMENTS

The Contractor must be able to commit a minimum of two roll-off trucks for servicing City of Naples accounts. Contractor must also be able to provide additional trucks to complete the daily demands of the hauling operations, as well as emergency requests. The Contractor must provide a list of vehicles/equipment with the bid proposal.

5. VEHICLE AND OPERATOR APPEARANCE

All vehicles servicing accounts within the City of Naples must be washed daily, be neat in appearance, and be mechanically well maintained. Vehicle operators must wear uniforms and be neat in appearance.

6. ESTIMATED FREQUENCY OF SERVICE

It is estimated that there are approximately 1,900 pulls of compactors and open-top containers annually. The number of pulls may vary dependent upon customer requirements, seasonal fluctuations, etc.

7. SERVICE TO THE CITY

The Contractor may be responsible for providing and hauling a minimum of three (3) 20 or 40 cubic yard roll-off boxes per week for construction/demolition debris, household junk or other materials collected at the City Transfer Station located at 2600 Corporate Flight Drive. Annual tonnage and pulls are yet to be determined. Hauling of containers will be to either the Naples Landfill, or other designated sites in Collier County, or the Material Recovery Facility (MRF) in Lee County as designated by City Contact Administrator. Containers must be in good condition.

8. HOURS/DAYS OF COLLECTION

Commercial compactor and roll-off collection service shall be conducted between the hours of 7 a.m. and 6 p.m., Monday through Saturday, unless otherwise specified by the Contract Administrator.

More specifically, collection times are allowed up to 6:00 p.m. daily. The Collier County Landfill only allows disposal up to 4:30 p.m. It shall be the contractor's responsibility to coordinate with City staff to eliminate any hauling conflicts that may arise with City customers. City staff will be assisting the awarded contractor in scheduling pickups in order to ensure uninterrupted solid waste service for customers.

9. CITY SUPPLIED SERVICE

The City of Naples reserves the right to service any/all of its customers with City operated equipment and to adjust pull schedules of its Contractor due to City supplied service.

10. LEVEL OF SERVICE

Service for pick-up of compactors and/or containers will be on an on-call basis. Contractor will have a maximum of 24 hours notification to perform the service not including Sundays. The contractor must be able to meet the demand of open top containers requested by city customers. Contractor shall either have a toll free or local phone number for the

Customers to call in on Monday thru Friday 8:00 a.m. to 5:00 p.m. Contractors shall provide immediate service of containers if required.

11. SPILLAGE

The Contractor shall not litter or cause any spillage of waste to occur upon the property or public right-of-way. The Contractor shall be responsible for cleaning up all litter and materials generated from open-top roll-off containers, breakaways, or self-contained compactors during servicing of the containers within one (1) hour of any occurrence. All open-top containers must be fully covered during transport.

12. CONTAINER CLEANING

Vendor shall provide compactor and/or container cleaning on an "on call" basis. Compactors shall be cleaned immediately after a scheduled pull. Cleaning shall include scraping interior of container, cleaning behind the blade, and pressure cleaning interior and exterior. Contractor will invoice the City for the cleaning service. The invoice shall include: Date of service, the explanation of charges compactor cleaning, pull fee, and landfill charges.

13. COMPLAINTS

The Contractor shall notify the City on a daily basis, via fax, or confirmed e-mail of all complaints received by customers and the action taken to rectify the problem. All problems are expected to be remedied immediately. The Contractor shall supply the City a 24-hour contact in the event of an emergency.

14. HOLIDAYS

The Contractor shall not be required to pick-up or haul compactors or roll-off containers on days that the Collier County Landfill is closed. Current days the landfill is closed are New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day.

15. BILLING PROCEDURE/REPORTING

The contractor shall be responsible for providing billing documentation on a monthly basis. The documentation will allow for payments to be made to the awarded contractor for all services rendered, in addition to assisting the City for billing customers that received such services pursuant to the

charges outlined within the City Code. The following items shall be the responsibility of the awarded contractor in regard to monthly billing:

- A. The Contractor shall invoice the City of Naples on a monthly basis in order to reflect the services (total number of pick-ups) executed the previous month in order for the awarded contractor to be paid. The Contractor shall provide the City a tonnage and haul report to support the invoice for all compactors and open tops serviced for the previous month by the 10th of each month; the invoice form and tonnage/haul report shall be approved by the Contract Administrator.

Note – this will be the first of the two types of invoices required to be submitted by the contractor each month. This invoice will bill the City the rate at which the contractor provides within their bid submittal. This invoice is intended to provide payment to the contractor from the City for the hauling services rendered.

- B. The City of Naples shall be responsible for the actual billing to all customers for hauling services provided by the contractor for compactor units and roll-off containers. The Contractor shall provide customer invoices to the City for each customer serviced during the billing period. These monthly invoices shall also be submitted by the 10th of each month and include the date of each pull, total number of pulls, pull charges at City rates indicated within the City's Code, tonnage per load, and grand total tonnage and fees charged; form shall be approved by the Contract Administrator. Each of the customer invoices generated shall include a disposal ticket provided from either the Collier County Landfill or Lee County MRF for each container hauled to support the customer invoice. The City of Naples shall pay the Collier County Landfill or Lee County MRF directly for all disposal charges applicable to hauls executed under this contract.

Note – these will be the second of the two invoices required on a monthly basis. These documents will be the invoices at which the City will bill the customers for the hauling and disposal services rendered. Each of these invoices will reflect the customers, the hauling rate to be charged to the customer (specified within the City Code which will be provided by the City to the Contractor), and the actual landfill disposal charges applicable to the coinciding "pull" or

"haul". This invoice is intended to provide payment to the City from the customer for the hauling and disposal charges.

16. ADDITIONAL RECORD KEEPING

The Contractor will be responsible for maintaining a log of service requests, tonnages and number of pulls per customer to be submitted monthly. This report must include the time of service request for each compactor, return time, and tonnage for each compactor. A list of customers requesting on-going scheduled collection service will also be provided. The report will be in a form approved by the Contract Administrator. The City shall have the right to access contractor records for City accounts with due notice.

17. NON-PERFORMANCE

In the event that the Contractor fails to perform any required service, the City reserves the right to obtain immediate substitute service from another contractor. Non-performance will result in the termination of the contract with a 48 hour notice by the City. The City will recover all costs associated with obtaining substitute service from the original Contractor.

18. TERMINATION OF SERVICE

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be affected by the delivery to the contractor of a written notice of termination of at least 48 hours before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

19. INSURANCE

The successful Contractor must provide proof of sufficient insurance as outlined within the front-end documents of this bid.

20. QUESTIONS

Any questions concerning this bid should be directed to the Purchasing Department or designee at (239) 213-7100.

21. AWARD

An award, if any, will be made to the most qualified and responsive bidder offering the most advantageous contract to the City taking into consideration experience, qualifications, past performance to the City (if any) and ability to perform the service. The City reserves the right to reject any or all bids or to waive and seek alternate service.

22. Qualifications and Competency of Bidders

Bidders are required to submit supporting data regarding the firm's qualifications and suitability for the work to be performed including the following information in form and substance satisfactory to the City:

1. Where the bidder is a corporation, bidder shall supply a copy of the current Florida License – evidence that the bidder is in good standing under the laws of the State of Florida. In the case of corporations organized under the laws of any other state, evidence that the bidder is licensed (or in the process of becoming licensed) to do business and is in good standing under the laws of the State of Florida, or sworn statement that it will take all necessary action to become so licensed if its bid is accepted.
2. Organization Description – A description of the bidders organization* must be supplied with the bid. Description is to include but not limited to:
 - A description/history of organization in the form of a cover letter
 - # of employees that will be used to fulfill this contract along with their qualifications
 - Acceptable year-end financial statement (or audits) from the last two (2) years, that demonstrate the financial well being of the bidder (may seal this information in an envelope marked CONFIDENTIAL. The City will only open if the bid is being considered for award).
3. Evidence that the bidder has been in business for providing roll-off container hauling services for a minimum of two (2) years and/or that its principal personnel possess no less than three (3) years of direct, supervisory business and operating experience in the roll-off industry.

4. Only responsible bidder(s), who have knowledge of and experience in providing roll-off services, will be considered for award of this bid. Qualified bidders will be determined by previous experience and satisfactory completion of two (2) contracts for similar work within the last two (2) years. The bidder must present, as references, two (2) contacts for which they have provided similar roll-off services**. Reference must include amount of contract, brief description of contract with location, date of contract and the name, address and phone number of contacts. Failure to submit references with bid may result in rejection of bid.

*If bidder is currently servicing or has serviced the City satisfactorily within the last two (2) years, then this information is not needed.

** If bidder is currently servicing or has serviced the City satisfactorily within the last two (2) years, then it needs only to list the City of Naples as a reference with the location and name of contact within the city.

23. BID ANALYSIS

Bids will be analyzed on the ability to meet the various requirements listed within the Scope of Services and the following Cost per Haul:

- A. Haul Type I Refuse, in compactors from all various businesses within the City of Naples to the Collier County Landfill (approximately 1,650 pulls per year). "Type I Refuse" is that as defined per State of Florida Administrative
- B. Haul open-top roll-off containers within the City of Naples to the Collier County Landfill or other locations within Collier County (estimate 150 pulls per year).
- C. Haul open-top roll-off containers for the City of Naples from the City's Transfer Station to the Collier County Landfill or other equidistant location (estimate a minimum of 50 pulls per year).
- D. Haul open-top Single Stream Recyclables roll-off containers for the City of Naples from the City's Transfer Station to the Lee County Material Recovery Facility (In the event that City equipment or staffing issues arise - estimate 50 pulls per year).

24. PLACEMENT OF CONTAINERS

The City of Naples services a number of self-contained compactors. Some of these compactors are installed in a reverse manner (unit required to be handled twice in order to dump). The two self-contained compactor units located at Tommy Bahamas are both installed in a reverse manner. In addition, one of the compactors is designated for municipal solid waste which is required to be dumped at the Collier County landfill, and the other compactor is designated for cardboard which will be required to be dumped at the City Yard located at 2600 Corporate Flight Drive, Naples, FL 34114. Based on the attached list of locations of self-contained compactors and open top roll-off containers, it shall be the responsibility of the contractors to provide field investigations should they desire to know if specific units are installed in a reverse manner. The following is a list of the current locations containing self-contained compactors and open top containers:

Compactors		
Name	Address	Container size
Publix - #76 - Naples Plaza	1981 9th Street N	30 ©
Publix - #172 - Neapolitan Plaza	4601 9th Street N	30 ©
Naples Community Hospital	350 7th Street N	30 ©
Naples Com Hospital - Autoclave	350 7th Street N	30 ©
Naples Com Hospital - Briggs Center	399 9th Street N	15 ©
Home Goods	4155 9th Street N	40 ©
Venetian Village I (north side)	4300 Gulf Shore Blvd N	30 ©
Venetian Village II (south side)	4200 Gulf Shore Blvd N	30 ©
Edgewater Beach Hotel	1901 Gulf Shore Blvd N	20 ©
Naples Beach Club	851 Gulf Shore Blvd N	30 ©
Fresh Market	4129 9th Street N	30 ©
Royal Poinciana Club House	1850 Solana Rd	10 ©
Hilton Tower	5111 9th Street N	30 ©
Bayfront Condo	401 Goodlette Rd S	20 ©
Bayfront Inc	401 Goodlette Rd S	15 ©
Tin City	1200 5th Ave S	30 ©
Inn On Fifth	699 5th Ave S	30 ©
Naples Bay Resort	1500 5th Ave S	30 ©
Tommy Bahamas (cardboard)	1190 3rd Street S	40 ©
Tommy Bahamas (trash)	1190 3rd Street S	30 ©

Swamp Buggy	428 9th Street S	30 ©
Parking Garage	400 8th Street S	30 ©
Previously Mangrove Café	878 5th Ave S	30 ©
Terra Restaurant	1300 3rd Street S	30 ©
Cambier Park	755 8th Ave S	30 ©
JC Penney - Coastland Mall	2076 9th Street N	40 ©
Dillards - Coastland Mall	1798 9th Street N	40 ©
Sears - Coastland Mall	2000 9th Street N	40 ©
Macy's - Coastland Mall	1800 9th Street N	40 ©
Burlington Coat Factory	4383 9th Street N	40 ©
Coastland Mall - " L "	2000 9th Street N	30 ©
Coastland Mall - " N "	2000 9th Street N	30 ©
Coastland Mall - "FT"	2000 9th Street N	30 ©
Marshalls	2075 9th Street N	30 ©
Grey Oaks	1600 Estuary Dr	20 ©

Open Tops		
Name	Address	Container size
Royal Poinciana	1855 Solana Rd Northside Yard waste	30 OT
Royal Poinciana	1855 Solana Rd Southside C & D	30 OT
Driftwood Nursery	5051 9th Street N	(2) 30 OT
City of Naples Wastewater Plant	1450 4th Ave N	30 OT
City of Naples Water Dept -wash rack	380 Riverside Cir	20 OT
City of Naples Maintenance Shop	1200 Fleischmann Blvd	30 OT
Naples Floor Covering	1050 Central Ave	30 OT
Bears Paw Country Club (Hort)	2500 Golden Gate Pkwy	30 OT
Equipment Services - Tire Box	50 Riverside Circle	30 OT

25. FINES

The following fines will be imposed for the following non-conforming issues without prior approval from the contract administrator.

- a. Collections commencing before 7 a.m. or operating after 6 p.m.

First two (2)* occurrences \$100 each
\$500 each occurrence thereafter.

b. Spillage if not cleaned within one (1) hour of occurrence.

First two (2)* occurrences \$100 each
\$500 each occurrence thereafter.

c. Failure to perform the requested service within the maximum 24-hour time allowed.

First two (2)* occurrences \$100 each
\$250 each occurrence thereafter.

d. Containers in poor condition (holes, paint and labels) and Containers must be free from graffiti.

First two (2)* occurrences \$100 each
\$250 each occurrence thereafter.

* These fines shall be reset back to the "1st occurrence fine levels" after six (6) months of "issue free" service.

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as indicated below in Exhibit B, which is attached and made part of this Agreement. Retainage: (N/A) Not applicable to this Agreement.

Bid Schedule

Furnish all labor, supervision, equipment, etc., to properly haul compactors, open-top containers, open-top single stream recycling containers from various businesses and locations within the City of Naples to the Collier County Landfill, Lee County MRF or other designated locations within Collier and Lee Counties.

\$ 125⁰⁰ per haul X estimated **1,900** hauls per year = \$ 237,500⁰⁰ annual cost
(price per haul)

Furnish all labor, supervision, equipment, etc. to properly wash compactors and/or containers. The purpose for requesting truck and container washing is to ensure that all equipment to be used within the City limits will be clean in appearance; solely at the discretion of the contract administrator. *utilizing City Wash-Rack.*

PRICE PER WASH \$ 145⁰⁰

Company Name: Sunshine Recycling Services of SWFL LLC

EIN: 65-1073042

Email: bids@srsfl.com

Name and Title of Individual completing this schedule:
Nick Amundsen President
(Printed Name) (Title)

[Signature] 1-08-18
(Signature) (Date)

This solicitation has potential for P-Card Payments. Does your company accept credit card payment? YES NO
If "Yes" please indicate payment options on the below chart.

Payment Options	YES	NO	PERCENTAGE ANNUAL TERMS FOR EARLY PAYMENT
Is there a discount for a credit card payment?			
Is there an additional charge to credit card payment?			
Discount for early payment?			
Prompt payment terms % Days, Net 30 Days			

END OF EXHIBIT B

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly authorized to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples
735 Eighth Street South
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-___]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the **President of Sunshine Recycling Services of S.W. Florida, L.L.C.**, company ("the CONTRACTOR"), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR's files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours' notice, to examine the CONTRACTOR's books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this 11 day of March, 2018.

By: 