

CONTRACTOR'S SERVICES AGREEMENT

23-016 Annual Equipment Rental - RFP

THIS INDEPENDENT CONTRACTOR'S SERVICES AGREEMENT (hereinafter this "Agreement") is made and entered into this 7^m day of September 2023 by and between the **City of Naples** (the "CITY"), and **Synergy Rents, LLC dba Synergy Equipment**, a Florida Corporation authorized to do business in the State of Florida (hereinafter "CONTRACTOR" or "VENDOR").

WITNESSETH

WHEREAS, the CITY is a Florida municipal corporation in the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of Naples; and

WHEREAS, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is in the business of providing said services in the City of Naples and elsewhere in the State of Florida; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, CONTRACTOR was the successful bidder for an advertised Request for Proposal RFP 23-016 titled Annual Equipment Rental, which satisfies the CITY's Procurement Policy Sec. 2-663; and

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid documents (RFP 23-016) issued in connection with this project.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**
 - a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the **Scope of Services, which is attached hereto as Exhibit "A"** and incorporated herein by reference. Any conflict between the terms and conditions in the body of this

Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.

- b. CONTRACTOR shall rent and deliver to the City the equipment described in each order placed based on Exhibit B pricing structure which is attached and made part of this Agreement and as stated in Request for Proposal (RFP) 23-016 herein referenced and made a part of this Agreement and as subject to such terms as are set forth in the Request for Proposal and in this Agreement for the completion of the Scope of Services, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in Request for Proposal (RFP), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, all hereinafter the "**Bid Documents**, as applicable." The **Bid Documents**, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3. Commencement and completion/Term.

- a. CONTRACTOR will commence work under this Agreement upon receipt of a Notice to Proceed (hereinafter "NTP") and Purchase Order.
- b. Liquidated damages are not applicable to this Agreement.
- c. This Agreement has a Term of two (2) years, beginning October 1, 2023, and ending September 30, 2025, and may be renewed for up to three (3) additional one (1) year Terms, upon agreement of the parties in writing unless sooner terminated under the terms of this Agreement.

4. Payment.

- a. The CITY agrees to accept the equipment and pay an amount indicated on each order. Expenditures are limited to the Department's Adopted budget at the indicated pricing in Attachment B. Annual expenditures shall vary, but shall not exceed \$225,000 per fiscal year for Annual Equipment Rental has been budgeted for all Equipment Rental Contractors based on price and availability of said services 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. CONTRACTOR must perform all work required by the Scope of Services stated, but in no event will CONTRACTOR be paid more than the negotiated rate set forth in Exhibit B as agreed upon in a Notice to Proceed signed by the City.
- b. Progress payments, if any, will be made as set forth in the NTP.
- c. The CITY reserves the right to withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

5. **Acceptance of work product, payment, and warranty.** Each invoice will be processed upon completion of the CITY's inspection of the terms in the NTP.

a. **Quality Guarantee/Warrantee**

a.1 CONTRACTOR will guarantee its work without disclaimers, as stated in the RFP Equipment Rates Schedule, Exhibit B, which is attached hereto and incorporated herein by reference.

a.2 **Receipt of Equipment Rentals.** The equipment rentals shall be deemed received by City when delivered to the City of Naples designated site as indicated on each order placed. Delivery of the equipment to City shall occur as indicated on each order placed.

a.3 **Risk of Loss.** The risk of loss from any casualty to the equipment, regardless of the cause, shall be on Vendor up to the time of receipt of the equipment by the City at the place of delivery, but only after any proper inspection has been completed without rejection of the equipment. Thereafter, such risk shall be on the City during rental period. Vendor risk of loss will be from time of pickup by Vendor, end of rental timeframe.

a.4 **Warranty Against Encumbrances.** Vendor warrants that the equipment being rented to City at the time of delivery shall be free, from any security interest or other lien or encumbrance against City.

a.5 **Warranty of Title.** Vendor warrants that at the time of signing this Agreement or at time of delivery, Vendor neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of City of the equipment being rented.

a.6 **Product Warranty.** Vendor provides general warranties of fitness and general warranties that the equipment being rented are free from defects.

a.7 **Right of Inspection.** City shall have the right to inspect the equipment at the time and place of delivery. City must give notice to Vendor within same business day of any hidden issues with rental equipment. City must specify in detail the basis of such issue. The failure of City to comply with these conditions shall constitute irrevocable acceptance of the equipment by City.

b. **Acceptance of work product, payment, and warranty.** When the CITY receives an invoice sufficiently itemized to permit audit, the CITY will diligently review the invoice. When the CITY finds the invoice acceptable and finds the products and services acceptable, the payment will be paid to CONTRACTOR within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in Exhibit "B." CONTRACTOR guarantees the successful performance of the work for the products and services intended. If the CITY deems it inexpedient to require CONTRACTOR to correct deficient or defective work, the CITY may make an equitable deduction from the contract price, or, in the alternative, the CITY may seek damages. CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the CITY in writing if it appears, in CONTRACTOR's professional judgment that the data or information provided by the CITY for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work as a result of CONTRACTOR's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CITY will relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.

6. **Termination.**

- a. Termination at Will: This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. Termination for Cause: This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

7. Project management.

- a. The Project Managers for this project are as follows: Any subsequent changes to the Project Manager for either party must be provided by notice as described in paragraph eight (8) below and does not require an amendment to this Agreement.
- b. CITY's Project Manager assigned is the Public Works Director and/or his authorized representatives.
- c. CONTRACTOR's Project Manager assigned is Robert Veazey, Government Sales Specialist.

8. Notices. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR or 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 addresses of record:

- a. **To CITY:** City of Naples, Attention: City Manager's Purchasing Division, 735 8th Street South; Naples, Florida 34102.
- b. **To CONTRACTOR:** Synergy Rents, LLC dba Synergy Equipment, Attention: Robert Veazey, Government Sales Specialist; 10117 Princess Palm Ave, Tampa, Florida 33610.

9. Insurance.

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The City's General Insurance Requirements (attached as Exhibit C) shall apply.

- c. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.
10. **General Provisions.** CONTRACTOR must comply with the following general provisions:
- a. **Bond.** A Payment & Performance Bond are not applicable to this Agreement.
 - b. This Agreement is a non-exclusive contract. The CITY is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.
 - c. **Retainage.** (N/A) Not applicable to this Agreement.
 - d. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
 - e. **Personal nature of Agreement; Assignment.**
 - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
 - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.
 - f. **Discrimination.**
 - i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
 - ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
 - g. **Independent contractor.**
 - i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of

CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.

- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

h. Indemnification.

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.
- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to

CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

- iii. Identification of the rental equipment shall not be deemed to have been made until receipt by the City and has indicated to Vendor that the equipment in question are in accordance with the performance of this Agreement
 - iv. The indemnification provisions of this paragraph will survive the termination of this Agreement.
- i. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.
- j. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed waive or to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as waiver or consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.
- k. **Public records.**
- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - 1. Keep and maintain public records required by the CITY to perform the service.
 - 2. 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 Chapter 119 or as otherwise provided by law.
 - 3. 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 this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.

4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must 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.
- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
- vi. **Public Records Compliance Indemnification.** CONTRACTOR agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the CONTRACTOR'S failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONTRACTOR'S failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONTRACTOR authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONTRACTOR in Collier County Circuit Court on an expedited basis to enforce the requirements of this section.
- vii. **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 CLERK AS CITY OF NAPLES CUSTODIAN OF PUBLIC RECORDS, AT TELEPHONE: 239-213-1015, OR EMAIL AT: PUBLICRECORDSREQUEST@NAPLES.GOV.COM; PHYSICAL ADDRESS: 735 8TH STREET SOUTH; NAPLES, FLORIDA 34102. MAILING ADDRESS: 735 8TH STREET SOUTH; NAPLES, FLORIDA 34102.**

- i. **Ethics. Compliance with Ethics Code.** CONTRACTOR agrees and understands that by entering into this contract, Contractor is a "Covered Person" as that term is defined by Section 17.3. (1)(a) of the City Charter and must comply with the City of Naples Code of Ethics, as applicable and as it may be amended from time to time. Any conflict between the City's Ethics Code and the contractual terms which follow shall be resolved in favor of the City's Ethics Code, as it may be amended from time to time. As provided in Section 2-975(h)(3)(a) and (b) of the Ethics Code, except as otherwise prohibited by law:

1. CONTRACTOR is prohibited from employing, or offering to employ any compensated public official or city employee who is substantially involved with the regulation, oversight or management of the contract or the transaction of business during t ears after termination, of the contract; and

2. CONTRACTOR agrees to pay for liquidated damages in favor of the city for violation of this subsection in the amount equal to the greater of: (i) the compensation received by the compensated public official or city employee from the business entity; and (ii) the amount equal to the total of the compensated public official's two years of gross compensation from the city.

3. **Federal or State Funding** - If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.

- ii. **E-Verify.** CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
- iii. **Agency.** CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
- iv. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.
- v. **Workers' Compensation Insurance.** CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their

employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- vi. **Liability Insurance.** CONTRACTOR shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.
 - vii. **Inspections.** CONTRACTOR shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
 - viii. **Auditor General Cooperation.** CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.
- m. **E-Verify Compliance.** Vendor shall be obligated to comply with the provisions of Section 448.095, Florida Statutes (2023) "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and use of the E-Verify System to verify the work authorization status of all newly hired employees and requiring any and all subcontractors to provide an affidavit to vendor attesting that the

subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The vendor shall require any subcontractor to insert into any subcontracts the requirements of this section and shall be responsible for ensuring compliance by all subcontractors. The Vendor shall agree to maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will result in the termination of the Agreement as provided in Section 448.095, Florida Stat. (2023), as amended; and the vendor will not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Vendor will also be liable for any additional costs to City incurred because of the termination of the contractor.

The City shall upon a good faith belief that the vendor or its subcontractor has knowingly violated Section 448.09(1), Florida Statutes or the provisions of Section 448.095, Florida Statutes, terminate the contract, which shall not be considered a breach of contract and may be challenged pursuant to Section 448.095(2)(d), Florida Statutes. Vendor acknowledges that upon termination of the contract by the City for a violation of this Section, the vendor may not be awarded a public contract for at least one (1) year and that the Vendor is liable for any additional costs incurred by the City as a result of the termination. An affidavit of compliance with the E-Verify requirement is attached as Exhibit D.

11. Miscellaneous Provisions. The following miscellaneous provisions apply to this Agreement:

- a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY'S staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
- c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of

specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false

certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

- j. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Collier County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.
- k. **Non-appropriation.** CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the CONTRACTOR shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.

12. Special Provisions.

- a. None.

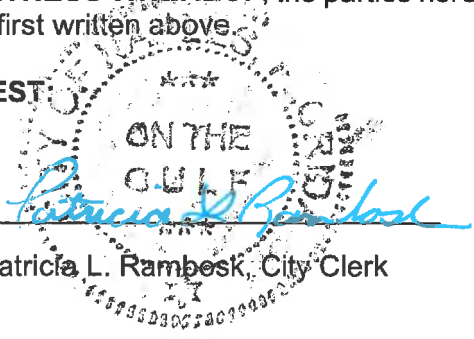
This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

ATTEST

By: _____

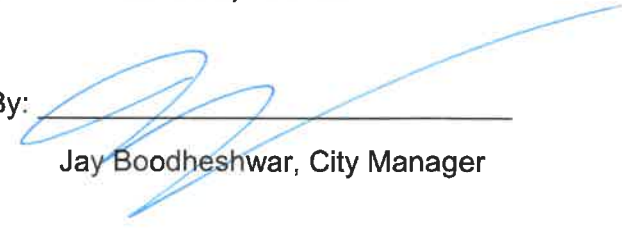
Patricia L. Rambesk, City Clerk



CITY OF NAPLES, FLORIDA

By: _____

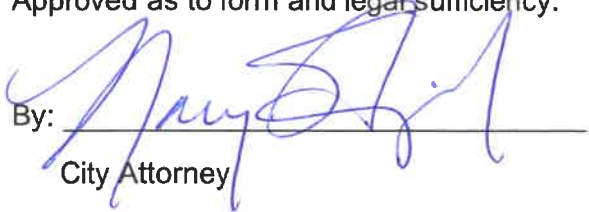
Jay Boodheshwar, City Manager



Approved as to form and legal sufficiency:

By: _____

City Attorney



SYNERGY RENTS, LLC
DBA SYNERGY EQUIPMENT
10117 Princess Palm Ave
Tampa, Florida 33610
Attention: Attention: Robert Veazey,
Government Sales Specialist

by 
as its Contract Administration Manager
and Authorized Agent

(CORPORATE SEAL)

ATTEST:


Printed Name: Steve Simons, Title Vice President

STATE OF Florida

CITY OF Tampa

The foregoing instrument was acknowledged before me by means of physical presence or

online notarization, this 3rd day of August, 2023, by Robert Veazey of
Synergy Rents, LLC d/b/a Synergy Equipment, a Florida LLC, on behalf of the company, and he/she is personally known to me
or has produced _____ as identification.


Signature of Notary Public - State of Florida

Brenna Hutcheson
Printed/Typed/Stamped Name of Notary



My commission expires: _____

**City of Naples, FL
RFP No. 23-016
Annual Equipment Rental – RFP**

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City of Naples
RFP No. 23-016
Equipment Rental – Annual Contracts

REQUIREMENTS AND SPECIFICATIONS

A. INTRODUCTION

The City of Naples desires to enter into a contractual relationship with vendors capable to supply a full line of Rental Equipment (hereafter referred to as “Products and Services”). It is the City’s intent to award to multiple vendors and to designate vendors in terms of primary service providers and standby service providers.

Equipment includes, but is not limited to, Construction Equipment (heavy and light), Aerial Lift and Scaffold, Earth Moving, Electrical, Material Handling, etc. The information provided herein does not imply or set any minimum or maximum guarantees on future usage of this program.

No amount of work is or will be guaranteed or implied. The contract(s) to be awarded under this RFP will be annual contracts that will be utilized for products and services limited to annual budget allocations. As such, no compensation will accrue to the vendor unless and until the contract is utilized in anticipation of a requested product or service. Potential vendors are solely responsible for their own costs of developing the proposal associated with this RFP.

ALL PRODUCTS OFFERED SHALL BE IN LIKE-NEW CONDITION, LATEST DESIGN AND TECHNOLOGY – AT A MINIMUM OF NO MORE THAN 2 YEARS OF AGE.

B. BACKGROUND

The City of Naples’ budgets include appropriated funds for the on-going rental of equipment used in the maintenance and repair of the underground utilities systems, parks, recreation centers, and administration facilities owned and operated by the City of Naples. The planning approach is formulated in part on the concept of strategic pre-positioning of resources necessary for timely and coordinated efforts for repair and maintenance operations.

C. SCOPE

It is imperative that the City of Naples be prepared for acquiring the necessary resources regarding the procurement of rental equipment required to provide repair and maintenance services to utilities systems, surface drainage, parks, recreation centers, and administration facilities so that an adequate and expected level of service is experienced by the residents of the City of Naples.

The City of Naples seeks to establish contractual arrangements with qualified vendor(s), on an as needed basis, for a three-year period, with the City's option to renew for two additional one-year periods, to supply a full line of Rental Equipment in full compliance with regulatory agency requirements and consistent with current City of Naples Standards, Occupational Safety and Health Administration (OSHA) regulations and the Florida Department of Transportation (FDOT) regulations.

D. AWARD OF BID

The City reserves the right to award the bid in a manner that best serves the interests of the City of Naples.

The awarded vendors shall provide rental of a variety of types of equipment. Proposal responses shall provide a complete, online inventory list of available products to include product name, typical manufacturer and associated model numbers. It shall be noted if specific equipment is not available at all branch locations. This list is not intended to be all inclusive of any need that may arise. The awarded vendor(s) shall utilize any resources it may have in assisting with securing the required equipment whether it resides in the branch location's current inventory.

Vendor experience with and knowledge of OSHA and FDOT regulations will be considered to the City of Naples's successful equipment rental endeavors. Each vendor should have specific knowledge and compliance with motor vehicle and equipment safety requirements.

Additional Information:

- The intent of the equipment age remaining within 24 months is to insure the City is being provided newer equipment for purposes of maintaining City infrastructure, in addition to providing comparable rental units from all responding vendors. Newer equipment is less prone to failures and repair and would serve in the best interest of the City. City staff would encourage prospective vendors to respond to the solicitation, but make a notation regarding the age of your equipment should it not comply with the specifications. An appointed evaluation committee will review proposals and evaluate accordingly.
- Renewal of the contract period shall be by mutual agreement in writing. If the proposer would like the opportunity for optional years rate changes, please indicate that under TAB 3 "Equipment Rates" of your response. An appointed evaluation committee will review proposals and evaluate accordingly.

E. PROJECT MANAGEMENT

The Utilities Department Director and/or Streets & Stormwater Department Director and/or his authorized representative(s) will serve as the City's "Project Manager."

F. PRICING

Equipment shall be provided and charged on a daily, weekly and monthly basis. The pricing structure (nationwide, city/state, regional, etc.) shall be left up to the proposing vendor to determine. A “book rate” or “published rate” along with any applicable discounts shall be provided to the City of Naples. Multiple discount levels on various pieces of equipment are acceptable if they are clearly noted in the response (i.e. market basket/hotlist, etc. items).

G. DELIVERY AND OTHER ADDED FEES

Delivery of the item to the City of Naples. Delivery, setup and pickup fees, where required, shall be provided to the City of Naples and clearly identified in the proposal response.

Other fees (insurance, environmental recovery fees, cleaning, refueling fees, etc.) shall be separate items and clearly identified in the proposal response. In many cases, the City of Naples will not require insurance or damage waiver, but this shall be provided where required. The City of Naples is also exempt from state/local sales taxes and shall not be charged these fees.

H. SERVICE LEVEL EXPECTATIONS

Any equipment rented shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer’s guidelines. All safety equipment/attachments shall be in place and functioning per the manufacturer’s design. Any equipment not functioning properly (or becoming non-functional) will be picked up and replaced by the supplier at no additional charge to the City of Naples during the rental period. Routine repairs (not caused by misuse of the equipment) shall be provided at no additional cost to the City of Naples.

At the time the City of Naples takes possession of the equipment, the supplier shall provide information regarding current condition and any visual, pre-existing damage to the equipment. The supplier and the City of Naples will review the equipment condition at point of delivery as well as at the point of return. No rental fees may be charged to the City of Naples without a signed receipt of acceptance of the equipment.

The proposal response shall include a sample of any service agreement or contract that the City of Naples will be required to sign. The service agreement shall clearly indicate and describe all “point of contact” charges that will be assessed at time of rental. Documents produced for signature after an award is made, which were not submitted with the proposal response, will not be considered or made part of any contract that results from the City of Naples.

At the time of any rental of equipment under the terms of the resulting Agreement, the City of Naples’ representatives may sign the Vendor’s standard Rental Agreement/Delivery Ticket as evidence of receipt of the equipment. The City of Naples’

representatives accepting equipment will not be authorized to obligate or bind the respective agency to contractual terms and conditions; therefore, signature on a Rental Agreement/Delivery Ticket is merely an acknowledgement of receipt of the equipment. The pre-printed terms on the reverse side of the Rental Agreement/Delivery Ticket shall govern the rental transaction only to the extent they are not in addition to, or in conflict of, the terms of the City's Agreement, which shall govern all transactions between the parties.

The proposal response shall define the availability of equipment at the proposed rates in cases of emergency or natural disaster. Describe your company's plan for fulfilling the requirements of any resulting contract in instances of emergencies and natural disasters. Will the proposed rates apply in these cases? What circumstances define an emergency or natural disaster?

I. TRAINING

The awarded vendor(s) shall provide all operational and safety training associated with any equipment proposed for rent. This includes any OSHA required certifications or licenses associated with rental of provided equipment. The proposal response shall include a complete description (methods of delivery, available locations, duration, content, etc.) along with price structure for each.

J. OPTIONAL LEASE AND/OR PURCHASE OF EQUIPMENT

1. The awarded vendor(s) may, at its option, respond to this section to provide lease and/or purchase of a variety of types of equipment. Requirements are herein listed. Lease offering may include lease only and/or lease to purchase. Purchase of equipment may include new or used equipment. Financing may be offered should the City desire financing and equipment from the vendor.

Proposal responses shall provide a complete, online inventory list of available products to include product name, typical manufacturer and associated model numbers. It shall be noted if equipment is not available at all branch locations. This list is not intended to be all inclusive of any need that may arise. The awarded vendor(s) shall utilize any resources it may have in assisting the City with securing the required equipment whether it resides in the branch location's current inventory.

2. Pricing for lease of equipment
Equipment shall be provided on a monthly basis for a specified term. Vendor shall state the various terms (6 month, 12 month, 18 month, 24 month, 36 month, 48 month, etc.) available to the City and the associated monthly rates. Supplier shall also include in its proposal the costs for the City seeking a lease to purchase option. The pricing structure (nationwide, city/state, regional, etc.) shall be left up to the proposing supplier to determine. Published rates along with applicable discounts shall be provided to the City.

3. Pricing for purchase of new or used equipment.

Vendor(s) shall provide a discount off a catalog, published retail list or manufacturer's list price or provide a mark-up percentage over cost for the purchase of new or used equipment. The pricing structure (nationwide, city/state, regional, etc.) shall be left up to the proposing vendor to determine. A price list along with applicable discounts (if using catalog, published retail list or manufacturer's list price) or an actual invoice indicating cost of item (if using mark-up percentage over cost) shall be provided to the City. If offered, costs to finance the purchase of new or used equipment shall be included in supplier's response.

4. Delivery and other added fees

Delivery of the item to the City: Delivery, setup and pickup fees, where required, shall be provided to the City and clearly identified in the proposal response. Other fees (insurance, environmental recovery fees, etc.) shall be separate items and clearly identified in the proposal response. In many cases, the City will not require insurance or damage waiver, but this shall be provided where required. The City of Naples is also exempt from state/local sales taxes and shall not be charged these fees.

5. Service level expectations

Leased equipment: Any equipment leased shall be guaranteed to be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment/attachments shall be in place and functioning per the manufacturer's design. Vendor will not be responsible for maintenance or routine repairs. At the time the City takes possession of the equipment, the supplier shall provide information regarding current condition and any visual, pre-existing damage to the equipment. The supplier and the City will review the equipment condition at point of delivery as well as point of return. No fees may be charged to the City without a signed receipt of acceptance of the equipment.

Lease or purchase of new equipment: All purchases of new equipment shall be new, unused, fully functional, and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All available manufacturers' warranties shall apply. No costs shall be charged to the City without a signed receipt of acceptance of the equipment.

Lease or purchase of used equipment: All used equipment will be fully functional and capable of performing the task(s) it was designed to perform under the manufacturer's guidelines. All safety equipment/attachments will be in place and functioning per the manufacturer's design. Any visual or pre-existing damage to the equipment shall be clearly defined in writing and signed off on by the City. The vendor and the City will review the equipment condition at point of delivery. No

fees may be charged to the City without a signed receipt of acceptance of the equipment.

The proposal response shall include a sample of any service agreement, finance agreement or contract that the City will be required to sign. Any agreement shall clearly indicate and describe all “point of contact” charges that will be assessed prior to lease or purchase. Documents produced for signature after an award is made, which were not submitted with the proposal response, will not be considered, or made part of any contract that results from this RFP.

At the time of lease or purchase of equipment under the terms of any resulting Agreement, the City representatives may sign the supplier’s standard Lease and/or Purchase Agreement/Delivery Ticket as evidence of receipt of the equipment. City representatives accepting equipment will not be authorized to obligate or bind the respective agency to contractual terms and conditions; therefore, signature on a Lease and/or Purchase Agreement/Delivery Ticket is merely an acknowledgement of receipt of the equipment. The pre-printed terms on the reverse side of the Lease and/or Purchase Agreement/Delivery Ticket shall govern the transaction only to the extent they are not in addition to, or in conflict of, the terms of the City’s Agreement, which shall govern all transactions between the parties.

6. Training

The awarded vendor shall provide all operational and safety training associated with any equipment proposed for lease. This includes any OSHA required certifications or licenses associated with rental of provided equipment. The proposal response shall include a complete description (methods of delivery, available locations, duration, content, etc.) along with price structure for each.

K. SELECTION PROCESS

1. SOLICITATION SCHEDULE:

Listed below are the important dates and times related to this solicitation. The Procurement Division may find it necessary to change any of these dates or times. All dates are subject to change.

Action	Estimated Completion Date
Issue RFP to Qualified Vendors	Week of March 20, 2023
RFP Due Date	May 3, 2023
Evaluation Committee Meeting	Week of May 16, 2023

2. PROPOSAL OPENING

The bid opening is public on the date and at the time specified on the proposal form. It is the proposer’s responsibility to assure their proposal is delivered at the proper time and

place of the proposal opening. Proposals which for any reason are not so delivered will not be considered.

3. EVALUATION COMMITTEE

The City Manager will appoint a selection committee to review and evaluate the proposals using the following criteria. The City, at its sole discretion, may contact the references and/or visit one or more of the projects listed in response to this solicitation as part of the evaluation process. A shortlist of firms MAY be interviewed for final ranking. If an interview is held, it will be no longer than one hour in length and consist of a presentation from the short-listed firms followed by questions and answers. The presentation time and date (if necessary) will be assigned by the city.

4. SELECTION CRITERIA:

Any proposal that does not meet the minimum qualifications as stated above will be rejected. The criteria below are not necessarily listed in order of importance. Proposals will be evaluated on the following criteria:

CRITERIA	MAXIMUM POINTS
Cover Letter and Forms	0
Qualifications and Experience of Company and Personnel	15
Availability and Variety Of Equipment	15
Equipment Rates	50
Locations and Customer Service	10
Value Added Information	5
Minority Business Qualification	5
TOTAL	100

5. SUBMITTAL REQUIREMENTS:

- a. Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes. **Proposals must be bound with plastic comb binding (no 3-ring binders).**

- b. **PLEASE INCLUDE PAGE TABS/ SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be substantially unreliable, in the sole opinion of the Evaluation Committee and Purchasing & Contracts Manager, their proposal may be rejected.
- c. Proposers shall submit one (1) original hard copy (clearly marked as such) of the response and five (5) copies (clearly marked as such) of the response and one (1) properly indexed Windows© compatible electronic version on a CD or USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The City may request specific files be submitted in specialty format (i.e., provide Price Forms or Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements described herein. Should files not be provided in the format or quantity as requested, Vendor may be deemed non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the city in evaluating the Proposal, and the electronic version is provided for the City's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

Qualified vendors interested in providing Utilities Repair and Maintenance Contractor Library services described in this request are invited to submit a proposal. Submittals shall address the evaluation criteria. **Please use the below TAB format for your proposal. Proposals should be concise and clear.**

Tab 1 - Cover Letter and Forms

- Maximum two pages outlining why the City should select your firm/team. Identify who will be the point of contact including their email address. Identify the who will be the point of contact including their email address. Identify the Project Manager and in which office they are located.
- Items for Baseline Eligibility - Include Mandatory Form information from the Submission Check List page including any applicable licenses / certifications.

Tab 2 - Qualifications

- Provide a statement indicating the proposer's interest in, knowledge of, and resources necessary to provide the services described in this RFP. Indicate familiarity with and knowledge of OSHA and FDOT motor vehicle and equipment safety requirements.

- Include the history of the company, brief resumes of dedicated staff members, Number of Full Time Employees.
- A detailed list of rental equipment on-hand, Number of years in business under the current company name, company's license #s, and a list of all current clients and contacts for which the vendor has provided similar services.
- Include an organizational chart outlining operational structure.
- Additionally, provide the firms current insurance certificates indicating the minimum coverages specified herein and the most recent audited financial statement. (References are mandatory.)

Tab 3 - Availability and Variety of Equipment

- Vendor to provide a diverse inventory of available equipment. Availability of equipment and proposed rates during periods of emergency or natural disaster. Define the availability of equipment at the proposed rates in cases of emergency or natural disaster. Describe your company's plan for fulfilling the requirements of any resulting contract in instances of emergencies and natural disasters. Will the proposed rates apply in these cases? What circumstances define an emergency or natural disaster?
- Describe the quality and quality control of equipment that is available for rent and how equipment is managed; provide details regarding equipment of the most recent make/model (minimum of 2 years of age), inventory turn-over ahead of useful life of equipment, and protocols for service/maintenance of equipment as recommended by the manufacturer to include all safety equipment.

Tab 4 - Equipment Rates

- Inventory list of available rental equipment with published and applicable rates as outlined in Section IV of this solicitation. Rental rates shall also be provided in a separate, electronic copy (Excel format preferred). Printed copy is required as part of the proposal response. If the amount of data to be provided is an issue, please notify the City's Purchasing Department. Clearly define the proposed rent structure addressing items such as when rental charges begin and end, and definitions for daily, weekly and monthly rates.
- Description of any add-on fees as outlined in Section V of this solicitation (delivery/pickup/setup, insurance, environmental recovery, cleaning, re-fueling, loss of use, etc.). Please identify if these add-on fees differ based on your proposed pricing structure.
- If submitting optional lease and/or purchase of equipment, provide a complete response to Section VII.
- The proposal should include a detailed Hourly Rate Schedule which shall include labor rates (and classifications), equipment rates, material mark-up, sub consultant

mark-up, and unit pricing for any repair services the City may require for equipment rented or purchased/leased. The proposed fees shall include all overhead and expenses. Include a statement that, to the best of the proposer's knowledge and experience, all proposed costs are reasonable and customary. Equipment rentals, leases, and purchases shall have the ability to be negotiated based on lump sum and unit price costs and be approved by the City Manager or designee contingent upon the user department obtaining competitive quotes from one or any number of the awarded contractors. The schedule to complete negotiated/quoted products and services and the penalty for not fulfilling within the schedule will be stated in the quote request sent to the vendor(s) and will become a condition of the contract amended for the products and/or services. Billing for negotiated/quoted products and/or services will be based on the lump sum or unit pricing provided by the vendor.

Tab 5 - Locations and Customer Service

Vendor shall provide branch locations and service centers for all equipment proposing to be offered as part of this solicitation. Vendor should describe details regarding quick turnaround from receipt of order to delivery or pickup and describe response to equipment failures in a timely manner.

Tab 6 - Value Added Information

Provide any additional information that may assist in the evaluation of the company and/or the proposal. Optional information may include other available business resources, web-based ordering and tracking via a secure internet connection - directly accessing contract pricing, national/corporate support and qualification, the ability to provide operational and safety training, and any other information that would be beneficial to the City for assessing and meeting the demands of this RFP.

Tab 7 - Minority Business Qualification

- Submit certification with the Florida Department of Management Service, Office of Supplier Diversity as a Certified Minority Business Enterprise.
- The Certified (MBE) Minority Business Enterprise Status needs to be for the firm submitting their qualifications.

L. INCURRING COSTS

The City of Naples is not liable for any costs incurred by the offeror submitting a proposal in response to this solicitation. The cost to prepare the proposal and travel to project interviews shall be the full responsibility of the proposer.

M. FIRM RANKING AND SELECTION

Based on the results of the evaluation process and selection criteria, the Evaluation Committee will prepare a prioritized ranking of firms. City staff will present an agreement to the top ranked firm for Utilities Repair and Maintenance Contractor Library services. Should contract negotiations fail with the top ranked firm, the City will enter into discussions with the second ranked firm, and so on, until an acceptable agreement has been reached between the City and the selected firm. The final contract will then be forwarded to the City Council for approval.

**CITY OF NAPLES
PURCHASING DIVISION
CITY HALL, 735 8TH STREET SOUTH
NAPLES, FLORIDA 34102
PH: 239-213-7100 FX: 239-213-7105**

ADDENDUM NUMBER 1

NOTIFICATION DATE:	SOLICITATION TITLE:	SOLICITATION NUMBER:	BID OPENING DATE & TIME:
4/5/2023	Annual Equipment Rental - RFP	23-016	4/25/2023 2:00PM

THE FOLLOWING INFORMATION IS HEREBY INCORPORATED INTO, AND MADE AN OFFICIAL PART OF THE ABOVE REFERENCED BID.

The following answers to written submitted questions:

1. Do you have an equipment list for this? Or is there another way you would like us to submit pricing.

ANSWER: There is not a specific equipment list for this solicitation. Vendors are encouraged to submit pricing for all equipment and services that they offer for purposes of being included within annual contracts.

###



Synergy Equipment Book Rates Effective 03/22/2023

*There will be 'No Charge' for delivery & pickup of accessories, attachments & small tools when delivered with larger equipment.

*An environmental fee of 3% will be added to invoice as a separate item.

*If applicable, a 'Loss Damage Waiver of 15% will be added to invoice.

CAT-CLASS	EQUIPMENT	Book Rates			City of Naples Rates			Del/PU - Each Way
		DAY	WEEK	4-WEEK	DAY	WEEK	4-WEEK	
AERIAL SCISSOR LIFTS								
220-1200	SCISSOR LIFT-16' DC "Skyjack SJ16" Self Propelled Vert Mast Lift 16' tall x 30" wide	150	315	470	143	299	447	175
220-1220	SCISSOR LIFT-19' DC "JLG 1932" Elect Scissor 19' tall x 32" wide	185	374	585	176	355	556	175
220-1260	SCISSOR LIFT-26' DC "JLG 2632" Elect Scissor 26' tall x 32" wide	234	473	851	222	449	808	175
220-1265	SCISSOR LIFT-26' DC "JLG 2646" Elect Scissor 26' tall x 46" wide	229	435	861	218	413	818	175
220-1280	SCISSOR LIFT-32' DC "JLG 3232" Elect Scissor 32' tall x 32" wide	303	645	1143	288	613	1086	175
220-1285	SCISSOR LIFT-32' DC "JLG 3246" Elect Scissor 32' tall x 46" wide	295	624	1096	280	593	1041	175
220-1300	SCISSOR LIFT-33' 4WD "JLG 330LRT" 4wd Scissor 33' tall x 93" wide Dual Fuel	350	735	1585	333	698	1506	175
220-1320	SCISSOR LIFT-40' DC "JLG 4045" Elect Scissor 40' tall x 45" wide	350	801	1594	333	761	1514	175
220-1340	SCISSOR LIFT-43' 4WD "JLG 430LRT" 4wd Scissor 43' tall x 93" wide Dual Fuel	425	860	1700	404	817	1615	175
220-1360	SCISSOR LIFT-53' 4WD "JLG 530LRT" 4wd Scissor 53' tall x 91" wide Dual Fuel	460	950	2000	437	903	1900	175
227-1700	PERSONNEL LIFT-20' DC "JLG 20MVL" Self Propelled vert mast lift 20' tall x 30" wide	205	425	600	195	404	570	175
227-1720	PERSONNEL LIFT-25' DC "GENIE AWP25S" Push Around w/ outrigger vert mast lift 25' tall	215	465	875	204	442	831	175
227-1740	PERSONNEL LIFT-30' DC "GENIE AWP30S" Push Around w/ outrigger vert mast lift 30' tall	230	525	950	219	499	903	175
AERIAL BOOM LIFTS								
225-1400	STR BOOM LIFT-40-44'-4WD (JLG 460S)	469	1021	2027	446	970	1926	225
225-1410	STR BOOM LIFT-40-44'-4WD (JLG 460SJ) Boom w/ jib 46' tall	479	1060	2048	455	1007	1946	225
225-1420	STR BOOM LIFT-60-64'-4WD (JLG 600S) Boom	540	1426	2613	513	1355	2482	225
225-1425	"TRACK" STR BOOM LIFT 60' (JLG 600SC) Boom with Tracks	703	1642	3719	668	1560	3533	225
225-1430	STR BOOM LIFT-60-64'-4WD (JLG 660SJ) Boom w/ jib 66' tall	660	1454	2671	627	1381	2537	225
225-1440	STR BOOM LIFT-80-84'-4WD (JLG 800S) Boom no jib 80' tall	860	2000	4000	817	1900	3800	225
225-1460	STR BOOM LIFT-85-89'-4WD (JLG 860SJ) Boom w/ jib 86' tall	961	2263	4216	913	2150	4005	225
225-1470	STR BOOM LIFT-120'-4WD (JLG 1200SJP) Boom w/ jib 120' tall	1400	3385	6700	1330	3216	6365	225
225-1475	STR BOOM LIFT-135'4WD (JLG1350SJP) Boom w/jib 135' tall	1800	3800	8175	1710	3610	7766	225



Synergy Equipment Book Rates Effective 03/22/2023

*There will be 'No Charge' for delivery & pickup of accessories, attachments & small tools when delivered with larger equipment.

*An environmental fee of 3% will be added to invoice as a separate item.

*If applicable, a 'Loss Damage Waiver of 15% will be added to invoice.

CAT-CLASS	EQUIPMENT	Book Rates			City of Naples Rates			Del/PU - Each Way
		DAY	WEEK	4-WEEK	DAY	WEEK	4-WEEK	
225-1480	ART BOOM LIFT-30'-2WD (JLG 300AJPN) Elect Boom 30' tall / narrow	400	950	1900	380	903	1805	225
225-1540	ART BOOM LIFT-40-44'-2WD (JLG 400AJPN) Elect Boom 40' tall / narrow	512	1091	2117	486	1036	2011	225
225-1560	ART BOOM LIFT-45-49'-4WD (JLG 450AJ) Boom Art w/ jib 45' tall	546	1211	2344	519	1150	2227	225
226-1565	ART BOOM LIFT-45-49'-4WD, DUAL FUEL (JLG 450AJ) Boom Art w/ jib 45' tall	470	1050	2000	447	998	1900	225
225-1580	ART BOOM LIFT-60-64'-4WD (JLG 600AJ) Boom Art w/ jib 60' tall	652	1550	2949	619	1473	2802	225
225-1600	ART BOOM LIFT-80-84'-4WD (JLG 800AJ) Boom Art w/ jib 80' tall	1046	2008	4326	994	1908	4110	225
225-1620	TOWABLE BOOM LIFT-34' (JLG T350) 35' tall towable Art boom	295	880	1870	280	836	1777	175
225-1640	TOWABLE BOOM LIFT-50' (JLG T500J) 50' tall towable Art boom	345	1000	2025	328	950	1924	175
103-2020	GLAZIER KIT - STR BOOM LIFT "Boom Basket Attach for Glass Contractor"	49	119	240	47	113	228	125
AIR COMPRESSORS . HAND HELD HAMMERS								
103-1110	AIR HOSE-1/4" X 50'	20	35	75	19	33	71	125
103-1120	AIR HOSE-3/4" X 50'	17	39	75	16	37	71	125
103-1140	AIR BLOW PIPE	12	28	60	11	27	57	125
115-1000	CHIPPING HAMMER-AIR-15-20 LB (SULLAIR MCH-3/CHICAGO PN CP4133/MAC3 P9)	52	125	335	49	119	318	125
115-1010	CHIPPING HAMMER-AIR-30-39 LB (SULLAIR MPB-30A/CHICAGO PN CP0112)	52	140	335	49	133	318	125
115-1020	CHIPPING HAMMER-AIR-60-69LB BREAKER	70	190	425	67	181	404	125
115-1030	CHIPPING HAMMER-AIR-90-99 LB (CHICAGO PN CP1290/MAC3 BB40)	75	210	445	71	200	423	125
115-1100	ROCK DRILL-10-20 LB	80	175	325	76	166	309	125
130-1400	BIT-HAMMER--ALL SIZE POINT AND CHISEL	8	20	60	8	19	57	125
340-1300	AIR COMPRESSOR-DSL-175-185 CFM (ROTAIR D185T4, Sullair185)	215	538	1101	204	511	1046	125
340-1370	AIR COMPRESSOR-DSL-375 CFM (KAESER M1114/ Atlas Copco XATS 400)	365	850	1925	347	808	1829	125
BACKHOES								
355-2000	BACKHOE-4WD 12-15' (JD 310, Case 580, Cat 416, JCB 3CX-14)	520	1209	2543	494	1149	2416	225
355-2020	BACKHOE-4WD 18' EXTEND HOE (JD 310, Case 580, Cat 416)	540	1195	2383	513	1135	2264	225
COMPACTION								
300-1100	PLATE COMPACTOR-FWD-2500-5000 LB (WACKER 1550, Weber CF2, MQ MVC 82)	98	290	675	93	276	641	125



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300-1300	PLATE COMPACTOR-REV-5000-7000 LB (WACKER 2540, BPU3050, Weber CR3, Bomag 2540)	175	495	1060	166	470	1007	125
300-1340	PLATE COMPACTOR-REV-8000-12500 LB (WACKER 4045, Weber CR5, Ammann APR 40/60)	195	650	1300	185	618	1235	125
300-1360	PLATE COMPACTOR-REV-8000-12500 LB DSL (WACKER 5545, Bomag 50/55)	199	685	1450	189	651	1378	125
300-1500	RAMMER-GAS-2900-3000 LB (WACKER BS60S, Weber SRV620)	105	330	699	100	314	664	125
COMPACTION-ROLLERS								
310-1200	24-36" TRENCH ROLLER (BOMAG BMP8500, Wacker RTLX SC3, Amman ARR1575)	375	890	1998	356	846	1898	175
310-1340	36" DOUBLE DRUM 1 TON ROLLER (BOMAG BW900, WACKER RD-12)	285	730	1675	271	694	1591	175
310-1360	40" DOUBLE DRUM 2 TON ROLLER (BOMAG BW100, WACKER RD-27)	300	740	1700	285	703	1615	175
310-1365	48" DOUBLE DRUM 2.5-3.0 TON ROLLER (AMMAN ARX 26.1-2, VOLVO DD25)	435	1075	2375	413	1021	2256	175
310-1400	48" SINGLE DRUM 3-6 TON ROLLER (BOMAG BW124DH-40)	389	1083	2500	370	1029	2375	175
310-1425	56" SINGLE DRUM 7-8 TON ROLLER (BOMAG BW145D40, HAMM H5, Volvo SD45)	537	1276	3098	510	1212	2943	250
310-1450	66" SINGLE DRUM 15 TON ROLLER (BOMAG BW177D-5, HAMM H7, CAT CS44, Volvo SD75)	561	1477	3658	533	1403	3475	250
310-1475	84" SINGLE DRUM 25 TON ROLLER (BW211D50, HAMM H10, CAT CS54, Volvo SD110)	634	1882	4105	602	1788	3900	250
310-1480	84" SINGLE DRUM W/ CAB 25 TON ROLLER	700	1640	3850	665	1558	3658	250
310-1499	SHELL KIT/PAD FOOT FOR 54"/66"/84" ROLLERS	200	440	1200	190	418	1140	
310-1600	9 WHEEL ROLLER (BOMAG BW11RH)	575	1650	3800	546	1568	3610	250
CONCRETE								
140-2500	CONCRETE POWER BUGGY-R/O (CANYCOM SC-75)	190	590	1335	181	561	1268	125
140-3000	CONCRETE TROWEL-W/B 36" (WACKER CT36-5A)	74	324	710	70	308	675	125
140-3020	CONCRETE TROWEL-W/B 46-48" (STONE CF-464)	89	349	765	85	332	727	125
140-3030	CONCRETE VIBRATOR-ELEC (WACKER M2000)	72	205	485	68	195	461	125
140-3050	CONCRETE MIXER-8-9 CU FT (TK EQUIP MM10-GH8/ALLEN ACM9H8)	74	225	595	70	214	565	125
140-3070	MORTAR MIXER, 7-9 CU FT.	74	225	710	70	214	675	125
140-4030	CONCRETE FLOOR SCARIFIER	205	420	825	195	399	784	125
DOZER								
380-1220	DOZER-70-80HP-24" , OPEN ROPS (JD 450, CAT D3, Komatsu D31P, Case 650)	695	1878	4601	660	1784	4371	250
380-1225	DOZER-70-80HP-24" CAB & AIR (JD 450, CAT D3, Komatsu D31P, Case 650)	710	1875	4659	675	1781	4426	250
380-1270	DOZER-90-99HP-24-28", OPEN (JD 650/KOMATSU D39, CAT D5, Case 850)	800	2333	5980	760	2216	5681	250



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380-1275	DOZER-90-99HP-24-28" CAB (JD 650, KOMATSU D39, CAT D5, Case 850)	832	2550	6122	790	2423	5816	250
106-1390	ROOT RAKE-DOZER	219	575	1200	208	546	1140	125
380-1305	DOZER-115HP-24-30" CAB & AC, (DEERE 700, Komatsu D41, CAT D5N)	923	3075	8388	877	2921	7969	250
380-1300	DOZER-115HP-24-30" OPEN ROPS (DEERE 700, Komatsu D41, CAT D5N)	875	2500	7616	831	2375	7235	250
DUMP TRUCK AND DUMPERS								
410-1350	WHEEL DUMP-ART-2-3YD-DIESEL (WACKER DW30)	430	1357	3600	409	1289	3420	250
410-1360	WHEEL DUMP-ART-4YD-DIESEL (WACKER DW60)	530	1600	4500	504	1520	4275	250
410-1400	BOX DUMP TRUCK-6 YARD (INTERNATIONAL 4200-6YD, Ford F-650)	475	1260	3059	451	1197	2906	250
ELECTRIC TOOLS								
120-1000	CHIPPING/DEMO HAMMER-ELEC-15 LB-SDS	54	135	340	51	128	323	125
120-1010	CHIPPING/DEMO HAMMER-ELEC-15 LB	54	135	340	51	128	323	125
120-1030	CHIPPING/DEMO HAMMER-ELEC-30 LB (WACKER EH87)	45	170	425	43	162	404	125
120-1070	ELECTRIC BREAKER-60-75 LB (DEWALT D2598OK/WACKER EH65/MAKITA HM1812X3)	83	300	675	79	285	641	125
125-1000	CORE DRILL-ELEC-STAND (HUSQVARNA DMS280)	120	315	785	114	299	746	125
125-1005	CORE DRILL-ELEC-HAND HELD (HUSQVARNA DM203)	83	190	395	79	181	375	125
130-1000	CONCRETE CORE BITS 2" - 10"	28	64	125	27	61	119	125
EXCAVATORS								
330-1300	EXCAVATOR-14-15T-18-20' DEPTH-TRACK (JD 130, DOOSAN DX140, Volvo EC140, CAT 312)	923	2466	5971	877	2343	5672	250
330-1310	EXCAVATOR-14-15T-18-20' DEPTH-TRACK-RUB (JD 130, DOOSAN DX140, Volvo EC140, CAT 312)	934	2420	6000	887	2299	5700	250
330-1320	EXCAVATOR 16-19T- 19'-21' DEPTH-TRACK (Doosan 170, JD 160, Cat 318, Komatsu 170)	1052	2580	6114	999	2451	5808	250
330-1330	EXCAVATOR-22-26T-21-22' DEPTH-TRACK (JD 210, DOOSAN DX225, Komatsu PC210, Cat 320)	1148	2983	7041	1091	2834	6689	250
330-1340	EXCAVATOR-27-30T-22-23' DEPTH-TRACK (JD 250, CAT 322, Link Belt 240)	1185	2975	7763	1126	2826	7375	300
330-1350	EXCAVATOR-31-33T-23-25' DEPTH-TRACK (JD 270, DOOSAN DX300, Cat 325, Case CX290)	1250	4152	9412	1188	3944	8941	300
330-1360	EXCAVATOR-35-40T-24-27' DEPTH-TRACK (JD 350 ,DOOSAN DX350, Kobelco SK350, CAT 330)	1644	4296	10874	1562	4081	10330	300
330-1335	EXCAVATOR-32-35T-50' DEPTH-TRACK (DOOSAN DX225-LONG REACH)	1450	3600	8600	1378	3420	8170	300
330-1400	EXCAVATOR-32-35T-60-65' DEPTH-TRACK (JD 250 LONG REACH)	1675	4500	10500	1591	4275	9975	300
330-1410	EXCAVATOR-45T-23-24' DEPTH-TRACK (DOOSAN DX420)	1950	5653	12900	1853	5370	12255	500
330-1420	EXCAVATOR-50-55T-23-24' DEPTH-TRACK (JD 470/DOOSAN DX490, CAT 345CL)	2100	5500	14900	1995	5225	14155	500



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330-1500	EXCAVATOR-18-20T-19-21' DEPTH-WHEEL (DOOSAN 190X, Case WX240)	1292	3390	7500	1227	3221	7125	300
330-1710	EXCAVATOR-22-26T-21-22' DEPTH-TRACK (200 class Exc. W/ 5K BREAKER	1947	5125	11030	1850	4869	10479	350
330-1712	EXCAVATOR-31-33T-23-25' DEPTH-TRACK (300 CLASS (DX300) w/8K Breaker)	2400	6790	15130	2280	6451	14374	350
330-1720	EXCAVATOR-35-40T-24-27' DEPTH-TRACK (350 Class W/ 10-12K BREAKER]	2850	7695	17605	2708	7310	16725	350
EXCAVATOR ATTACHMENTS AND HAMMERS								
317-2001	CLAMP-EXCAVATOR-14-15T (HYDRAULIC THUMB FOR DOOSAN 140/ JD 120)	115	280	690	109	266	656	125
317-2041	CLAMP-EXCAVATOR-22-26T (HYDRAULIC THUMB FOR DOOSAN 225/ JD 200)	140	335	690	133	318	656	125
317-2066	CLAMP-EXCAVATOR-27-30T (HYDRAULIC THUMB FOR JD 245 & 250)	140	335	690	133	318	656	125
317-2081	CLAMP-EXCAVATOR-31-33T (HYDRAULIC THUMB FOR DOOSAN 300/ CAT 325)	170	400	725	162	380	689	125
317-2121	CLAMP-EXCAVATOR-35-40T (HYDRAULIC THUMB FOR DOOSAN 350/ CAT 335)	170	400	750	162	380	713	125
317-2161	CLAMP-EXCAVATOR-50-55T (HYDR THUMB FOR DOOSAN 420, JD470, CAT 349)	200	450	850	190	428	808	125
332-1100	HYD BREAKER-EXC-3000 LB (AQUIP 130 HAMMER FOR DOOSAN 140 EXC)	675	1790	4600	641	1701	4370	125
332-1120	HYD BREAKER-EXC-5000-7000 LB (AQUIP HAMMER 200V FOR DOOSAN 225)	955	2500	5200	907	2375	4940	125
332-1140	HYD BREAKER-EXC-8000 LB (AQUIP 360V HAMMER FOR DOOSAN 300)	1200	3300	7350	1140	3135	6983	125
332-1160	HYD BREAKER-EXC-10000-12000 LB (AQUIP 450V HAMMER FOR DOOSAN 350)	1400	3935	8555	1330	3738	8127	125
332-1200	HYD PULVERIZER-EXC-35-40T (PEMBERTON ATTACHMENT FOR DOOSAN 350)	1000	2100	4000	950	1995	3800	125
332-1695	RAKE-EXCAVATOR- 22-26TON	175	450	950	166	428	903	125
332-1400	HYD GRAPPLE-EXCAVATOR-35-40T (PEMBERTON GRAPPLE FOR DOOSAN 350)	1000	2100	4000	950	1995	3800	125
332-1600	HYD SWIVEL-EXC-14-15TON (HYDRAULIC SWIVEL FOR DOOSAN 140/ JD120)	135	315	705	128	299	670	125
332-1650	HYD SWIVEL-EXC-18-20TON (HYDRAULIC SWIVEL FOR DOOSAN 180/JD 160)	135	315	705	128	299	670	125
EXCAVATORS-MINI BOBCATS								
320-1210	COMPACT-EXCAVATOR-2T-5-7' DEPTH (BC E20,Takeuchi TB219, CAT 302, Kubota U17)	275	760	1580	261	722	1501	175
320-1220	COMPACT EXCAVATOR-3T-8-9.9' DEPTH (BC E26, CAT 302.5, Takeuchi TB228)	374	1001	2017	355	951	1916	175



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320-1240	COMPACT EXCAVATOR-3.5T-9-12' DEPTH (BC E 32, Takeuchi TB235 Doosan S035, CAT 303.5)	404	1096	2165	384	1041	2057	175
320-1250	COMPACT EXCAVATOR-4T-9-11' DEPTH (BC E42, 45, Takeuchi TB145, CAT 304)	405	1025	2395	385	974	2275	175
320-1260	COMPACT EXCAVATOR-5-5.5T-11-13' DEPTH (BC E50, CAT 305, Takeuchi TB250, Kobelco SK55)	512	1284	2895	486	1220	2750	175
320-1280	COMPACT EXCAVATOR-8-9T-14-15' DEPTH (BC E85, TB290, CAT 308, JD 85)	697	1776	3947	662	1687	3750	225
EXCAVATOR-MINI ATTACHMENTS								
317-2220	Clamp/ Thumb Mini Exc. 2-5 ton (Bobcat E32 & E50, Takeuchi TB035, TB250)	50	150	350	48	143	333	125
317-2181	Clamp/ Thumb Mini Exc. 8-9 ton (E85, DX85, Takeuchi TBO 290)	100	300	600	95	285	570	125
316-1300	HYD BREAKER-COMPACT EXC-500 LB (HAMMER FOR E50 MINI X)	230	510	1145	219	485	1088	125
316-1350	HYD BREAKER-COMPACT EXC-1000 LB (HAMMER FOR BC E85 MINI X)	400	1200	2500	380	1140	2375	125
316-1500	HYD SWIVEL-COMPACT EXC-5-5.5TON (HYD SWIVEL FOR BC E50)	92	285	660	87	271	627	125
316-1520	HYD SWIVEL-COMPACT EXC-8-9TON (HYD SWIVEL FOR BC E85)	100	300	700	95	285	665	125
316-1600	PLATE COMPACTOR-COMPACT EXCAVATOR (PLATE COMPCTR ATT FOR BC E50)	365	700	1100	347	665	1045	125
316-1655	FECON Forestry Mulcher- (Fits Doosan DX85) Fecon FMX36	520	1200	2000	494	1140	1900	125
332-1300	HYD CLAW-EXC-18-20T (KENCO KL9000, CONCRETE JERSEY BARRIER LIFT)	130	300	730	124	285	694	125
FORKLIFTS								
215-1020	IND FORKLIFT-5000 LB (DOOSAN G25, KAM FG25, WAREHOUSE, SRAIGHTMAST)	307	769	1772	292	731	1683	225
215-1040	RCH FORKLIFT-5000 LB-17' (JLG G518, GENIE 5519, Wacker TH 522 & TH627)	468	1130	2371	445	1074	2252	225
215-1060	RCH FORKLIFT-6000 LB-36' (SKYTRACK 6036, GENIE 636, JCB 506, GEHL R6)	528	1265	2570	502	1202	2442	225
215-1080	RCH FORKLIFT-6000 LB-42' (JLG 642, GENIE 644, TEREX TH644, LULL 644)	541	1270	2579	514	1207	2450	225
215-1100	RCH FORKLIFT-8000 LB-42' (SKYTRACK 8042, VR-843D, JCB 508, GENIE GTH842)	594	1514	2997	564	1438	2847	225
215-1140	RCH FORKLIFT-10000 LB-54-56' (SKYTRACK 1054, JLG 1042, GENIE 1056)	871	2069	4051	827	1966	3848	225
215-1160	RCH FORKLIFT-12000 LB-55' (JLG 12-55, CAT 12-55)	845	2175	4410	803	2066	4190	225
106-1320	TRUSS BOOM-REACH FORKLIFT	130	300	620	124	285	589	125
106-1045	DUMP HOPPER-FORKLIFT-2 CU YD (DUMPSTER FORKLIFT ATTACHMENT)	100	250	425	95	238	404	125



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215-4990	STRAIGHT MASS FORKLIFT - 6000 LB (Case 585, Case 586)	390	1065	2165	371	1012	2057	225
	GENERATORS, LIGHT TOWERS & WELDERS							
270-1000	LIGHT TOWER-4-6KW-4 LAMP-TOWABLE (WACKER LTN6L, TEREX RL400)	167	428	809	159	407	769	175
150-3020	GENERATOR-6-6.9 KW (WACKER GP5600, MQ GA6H)	95	295	625	90	280	594	125
150-5000	GENERATOR-20-30KVA-DIESEL (WACKER 25G, KOHLER 20, TEREX T25)	270	745	1600	257	708	1520	175
150-5040	GENERATOR-45-55KVA-DIESEL (WACKER G50, CK POWER 40, ALLMAND 40)	335	900	1975	318	855	1876	175
150-5060	GENERATOR-60-90KVA-DIESEL (KOHLER 60, ALLMAND MP65, CHICAGO 70)	365	998	2400	347	948	2280	175
152-1500	ARC WELDER-220 AMP-BOOM LIFT (WLDR FOR BOOMLIFT, MELROE CST280)	73	190	395	69	181	375	175
152-1600	ARC WELDER-340 AMP (DLW330OX2, MILLER 330, LINCOLN 330)	120	295	600	114	280	570	175
152-1700	ARC WELDER-400 AMP (MULTIQUIP DLW400ES, DLW400AT, MILLER 400)	120	325	690	114	309	656	175
103-1080	WELDING LEAD CABLE-50'	15	45	95	14	43	90	125
103-1090	ROD HOLDER/STINGER-W/10-12' WHIP	12	36	80	11	34	76	125
103-1100	GROUND CLAMP W/10-12' WHIP	15	45	95	14	43	90	125
	MOTOR GRADERS							
440-1000	MOTORGRADER-70-110HP-10' (NORAM 65E, NEW HOLLAND RG 80, 10' BLADE)	760	1985	5165	722	1886	4907	250
440-1020	MOTORGRADER-90-110HP-12' (NORAM 65E, CAT 12H, LEEBOY785, 12' BLADE)	760	1985	5165	722	1886	4907	250
440-1030	MOTORGRADER-140-150HP-14' (JD 770G/772GP/672/670, CAT12M, 14' BLADE)	950	3300	8700	903	3135	8265	300
	OFF ROAD TRUCKS							
410-1680	11 TON OFF ROAD TRUCK-(HYDREMA 912)	1200	3100	8400	1140	2945	7980	300
410-1690	22 TON OFF ROAD TRUCK (HYDREMA 922)	2500	5150	10600	2375	4893	10070	400
410-1700	30-TON OFF ROAD TRUCK (DOOSAN DA-30)	2800	5409	13700	2660	5139	13015	500
410-1710	40-TON OFF ROAD TRUCK (DOOSAN DA-40)	3500	6800	18000	3325	6460	17100	500
	PUMPS							
240-1200	HYDROSTATIC TEST PUMP-GAS RICE	95	310	770	90	295	732	125
240-1210	SUBMERSIBLE WATER PUMP-ELECTRIC-2"	55	165	385	52	157	366	125
240-1220	CENTRIFUGAL TRASH PUMP-GAS-2"	87	295	655	83	280	622	125
240-1240	DIAPHRAGM PUMP-GAS-3"	110	392	1064	105	372	1011	125
240-1260	CENTRIFUGAL TRASH PUMP-GAS-3"	104	295	795	99	280	755	125
240-1280	DIAPHRAGM PUMP-DOUBLE-DIESEL-4" PPSI 4"DD	145	395	1150	138	375	1093	175
240-1300	CENTRIFUGAL TRASH PUMP-GAS-4" WACKER-PT4	135	350	875	128	333	831	125
	HOSE							
241-1000	SUCTION HOSE-2" X 20'	30	70	120	29	67	114	125
241-1001	DISCHARGE HOSE-2" X 50'	30	70	120	29	67	114	125
241-1010	SUCTION HOSE-3" X 20'	40	80	130	38	76	124	125



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241-1011	DISCHARGE HOSE-3" X 50'	40	80	130	38	76	124	125
241-1020	SUCTION HOSE-4" X 20'	50	90	140	48	86	133	125
241-1021	DISCHARGE HOSE-4" X 50'	50	90	140	48	86	133	125
	SAWS							
155-1100	14" HAND-HELD CUT OFF SAW (HUSQVARNA K760, STIHL TS420)	85	265	645	81	252	613	125
155-1320	14-18" WALK BEHIND STREET SAW (HUSQVARNA FS400)	120	375	775	114	356	736	125
155-1330	20" WALK BEHIND, GAS	112	335	755	106	318	717	125
155-1340	24" WALK BEHIND STREET SAW	105	350	785	100	333	746	125
	SKID STEERS							
400-1000	700LB SKIDSTEER ON TIRES (BC S70)	200	500	1700	190	475	1615	175
400-1040	1850LB SKIDSTEER ON TIRES (BC S570, Kubota SSV65)	335	770	1750	318	732	1663	175
400-1060	2100LB SKIDSTEER ON TIRES (BC S590, CAT 242D)	335	775	1800	318	736	1710	175
400-1020	1500LB SKIDSTEER ON TIRES	295	735	1700	280	698	1615	175
400-1080	2500LB SKIDSTEER ON TIRES (BC S650, Case SR270, Kubota SSV75)	340	960	1900	323	912	1805	175
400-2000	3000LB SKID STEER ON TIRES (BC S770)	360	1075	2375	342	1021	2256	175
400-2500	2500LB-HIGH FLOW SKID STEER ON TIRES (BC 650)	531	1563	2539	504	1485	2412	175
400-2600	3000LB-HIGH FLOW SKID STEER ON TIRES (BC 750)	415	1100	2800	394	1045	2660	175
	SKID STEER TRACK LOADER							
401-2700	520LB W/B SKIDSTEER TRACK LOADER (BOBCAT MT55,85 & MT100))	265	845	1675	252	803	1591	175
401-2740	TRAC LDR-WGT 6150LB,OPCAP 1.4KLB (BOBCAT T450)	488	1347	2610	464	1280	2480	175
401-2760	TRAC LDR-WGT 7485LB,OPCAP 1.9-2KLB (TAKEUCHI TL6)	497	1322	2849	472	1256	2707	175
401-2770	TRAC LDR-WGT 7.8-8.6KLB,OPCAP 2.1-2.2KLB (Bocat T590, BOBCAT T62)	511	1334	2838	485	1267	2696	175
401-2780	TRAC LDR-WGT 8.7-8.8KLB,OPCAP 2.1-2.3KLB (BOBCAT T64, TAKEUCHI TL8)	532	1336	3205	505	1269	3045	175
401-2800	TRAC LDR-WGT 9-10KLB,OPCAP 2.5KLB (BOBCAT T650, TAKEUCHI TL10)	531	1401	3190	504	1331	3031	175
401-2820	TRAC LDR-WGT 10-12KLB,OPCAP 3-3.3KLB (BOBCAT T740,T770, TAKEUCHI TL12R)	575	1656	3775	546	1573	3586	175
401-2822	TRAC LDR-WGT 10-12KLB,OPCAP 3KLB-CAB (BOBCAT T76 W/CAB)	575	1645	3847	546	1563	3655	175
401-2860	TRAC LDR-WGT 10-12KLB,OPCAP 3-3.3KLB-HF (BOBCAT T740,T770, TAK. TL12R-2)	600	1490	3550	570	1416	3373	175
401-2900	TRAC LDR-WGT 10KLB-W/FORESTY KIT-HF (BOBCAT 770 W/ FORESTRY KIT)	650	1680	3900	618	1596	3705	175
405-1315	FORESTRY MULCHER FOR HIGH FLOW (FECON BH74SS) *ONLY RENT W/MACHINE	840	2100	4800	798	1995	4560	125
	SKID STEER ATTACHMENTS							
405-1002	PLANER SKIDSTEER-24"	360	1000	2750	342	950	2613	125
405-1005	PLANER SKIDSTEER-40"	430	1030	3105	409	979	2950	125



Synergy Equipment Book Rates Effective 03/22/2023

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*If applicable, a 'Loss Damage Waiver of 15% will be added to invoice.

CAT-CLASS	EQUIPMENT	Book Rates			City of Naples Rates			Del/PU - Each Way
		DAY	WEEK	4-WEEK	DAY	WEEK	4-WEEK	
405-1008	HYDRAULIC BREAKER-SKIDSTEER-150LB (FITS BOBCAT MT85 & 100 TRACK SKIDS)	135	400	900	128	380	855	125
405-1010	HYDRAULIC BREAKER-SKIDSTEER-500LB	230	510	1140	219	485	1083	125
405-1020	AUGER-SKIDSTEER	170	370	765	162	352	727	125
405-1030	GRADER-SKIDSTEER-96"	360	905	2265	342	860	2152	125
405-1040	AUGER BIT-SKIDSTEER-	35	95	280	33	90	266	125
405-1110	STUMP GRINDER-SKIDSTEER	350	1150	2750	333	1093	2613	125
405-1181	PALLET FORKS-48"-SKID STEER	100	150	350	95	143	333	125
	SKID STEER ATTACHMENTS							
405-1120	ROCK BUCKET-SKIDSTEER-82"	140	275	610	133	261	580	125
405-1130	ROOT RAKE-SKIDSTEER-73"	130	300	610	124	285	580	125
405-1140	GRAPPLE FORK-SKIDSTEER All Sizes	125	355	830	119	337	789	125
405-1173	ROOT GRAPPLE-SKID STEER, 72"	150	450	1040	143	428	988	125
405-1176	ROOT GRAPPLE SKIDSTEER,82"	155	460	1100	147	437	1045	125
405-1190	TREE BOOM-SKIDSTEER	60	150	340	57	143	323	125
405-1200	TILLER-SKIDSTEER-76"	200	495	1115	190	470	1059	125
405-1220	BUCKET SWEEPER-SKIDSTEER-72"	190	490	1150	181	466	1093	125
405-1230	ANGLE BROOM SWEEPER-SKIDSTEER-84"	250	645	1300	238	613	1235	125
405-1250	BRUSH MOWER-SKIDSTEER-60"	305	710	1595	290	675	1515	125
405-1252	BRUSH MOWER-SKIDSTEER-66"	305	710	1595	290	675	1515	125
405-1265	TRENCHER-SKIDSTEER-48"	195	490	1065	185	466	1012	125
405-1270	DOZER BLADE-SKIDSTEER-96"	325	765	1680	309	727	1596	125
405-1280	LANDSCAPE RAKE-SKIDSTEER	160	395	1105	152	375	1050	125
405-1290	COMPACTION ROLLER-SKIDSTEER-48"	235	550	1855	223	523	1762	125
	SOIL MIXER							
312-1000	110" SOIL STABILIZER/MIXER (BOMAG MPH122) CUSTOMER PAYS FOR REPLACEMENT TEETH	3200	8600	23000	3040	8170	21850	500
	TOWABLE							
205-1000	3-WHEEL SWEEPER W/O-CAB (LAYMOR SM300, TERRAMITE COMANDR8)	377	990	2223	358	941	2112	175
205-1020	3-WHEEL SWEEPER WITH CAB (LAYMOR SM300)	395	1095	2595	375	1040	2465	175
420-1000	WATER TRAILER-500 GAL (MI-T-M MWT-0510, MULTIQUIP WT5C)	190	500	950	181	475	903	175
420-1200	EQUIPMENT TRAILER-TILT-16FT	99	289	576	94	275	547	175
420-1070	DUMPT TRAILER-ON ROAD-TOWABLE,7'X 14" , 8TON	190	575	1175	181	546	1116	175
108-5000	BRUSH CHIPPER-6" TOWABLE (VERMEER BC625A)	275	750	1620	261	713	1539	175
108-5310	AIR BURNER/ BURN CURTAIN-TOWABLE, 30' (AIR BURNER T-300)	575	1700	5100	546	1615	4845	225
	TRACTOR							
450-1000	TRACTOR LOADER-50-60HP., 4WD (KUBOTA 5660SUHD)	350	1060	2500	333	1007	2375	225
450-1020	TRACTOR LOADER-61-70 HP 4WD (Kubota)	300	995	2650	285	945	2518	225
420-1050	DUMP TRAILER-OFF ROAD-8T(PRONOVOST 516)	200	560	1200	190	532	1140	175
451-1000	BRUSH MOWER -72"-TRACTOR	140	335	730	133	318	694	125
	TRENCHERS							



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CAT-CLASS	EQUIPMENT	Book Rates			City of Naples Rates			Del/PU - Each Way
		DAY	WEEK	4-WEEK	DAY	WEEK	4-WEEK	
200-2030	TRENCHER-W/B-TRACK-36" (Toro TRX-16, Ditch Witch C16, Barreto 1624)	225	610	1600	214	580	1520	175
420-1100	EQUIPMENT TRAILER WB TRENCHER (TORO)	30	90	250	29	86	238	125
200-2070	TRENCHER-R/O-37-42HP-48-60" (Vermeer RTX450, Ditch Witch RT45)	390	1050	2345	371	998	2228	175
	TRENCH AND SHORING							
500-2000	BEDDING BOX-5YD	80	240	720	76	228	684	125
500-2010	BEDDING BOX-7.5YD	120	375	795	114	356	755	125
500-2020	BEDDING BOX-9YD	135	375	855	128	356	812	125
501-7000	ROAD PLATE-4'X8'	35	100	300	33	95	285	125
501-7010	ROAD PLATE-4'X10'	27	110	310	26	105	295	125
501-7020	ROAD PLATE-4'X12'	40	115	320	38	109	304	125
501-7030	ROAD PLATE-6'X10'	45	115	325	43	109	309	125
501-7040	ROAD PLATE-6'X12'	50	145	425	48	138	404	125
501-7050	ROAD PLATE-8'X8'	52	140	350	49	133	333	125
501-7060	ROAD PLATE-8'X10'	60	160	425	57	152	404	125
501-7070	ROAD PLATE-8'X12'	65	170	425	62	162	404	125
501-7080	ROAD PLATE-8'X16'	70	155	495	67	147	470	125
501-7090	ROAD PLATE-8'X20'	68	205	475	65	195	451	125
501-7100	ROAD PLATE-CENTER LIFT EYE	8	22	66	8	21	63	125
	UTILITY VEHICLES							
175-4080	UTILITY VEHICLE-4X4 DSL (Club Car 1500D, Kubota RTVX900)	200	420	1050	190	399	998	175
175-4090	Utility Vehicle 4X4 Diesel Crew Cab (Club Car 1700D, Kubota RTVX1140)	250	520	1200	238	494	1140	175
	WATER TRUCK & TRAILERS							
410-1800	WATER TRUCK-2000 GAL	635	1595	3703	603	1515	3518	225
410-1820	WATER TRUCK-4000 GAL	676	2125	5185	642	2019	4926	225
	WHEEL LOADERS							
430-1505	ART WHEEL LOADER-1 YARD (Hitachi ZW50, KCM KSS402V, Kubota R530)	485	1365	2924	461	1297	2778	225
430-1525	ART WHEEL LOADER-3 YD (JD 524, JD 544 ,DOOSAN DL220, Komatsu WA270 ,CAT928)	875	2477	5745	831	2353	5458	300
430-1545	ART WHEEL LOADER-3.5 YARD (JD 624 , DOOSAN DL250, Komatsu WA320, CAT 938)	960	2668	6684	912	2535	6350	300
430-1565	ART WHEEL LOADER-4 YARD (JD 644, DOOSAN DL300, CAT 950, Komatsu WA380)	1050	3174	8296	998	3015	7881	300
432-1600	PALLET FORK-ART WHEEL LOADER	150	425	750	143	404	713	125
432-1615	TREE BOOM-ART WHEEL LOADER	180	405	850	171	385	808	125
432-1605	ROOT RAKE-ART WHEEL LOADER	190	535	1145	181	508	1088	125
432-1610	ROOT GRAPPLE-ART WHEEL LOADER-HYDRAULIC	295	870	2000	280	827	1900	125
	MISCELLANEOUS							
470-1090	CARRY DECK CRANE 8 TON(BRODERSON IC80)	650	1700	4400	618	1615	4180	225
106-1000	DRYWALL LIFT	49	120	265	47	114	252	175



Synergy Equipment Book Rates Effective 03/22/2023

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CAT-CLASS	EQUIPMENT	Book Rates			City of Naples Rates			Del/PU - Each Way
		DAY	WEEK	4-WEEK	DAY	WEEK	4-WEEK	
106-1010	AIR CIRCULATING FAN-60"	35	115	290	33	109	276	125
106-1020	MATERIAL LIFT-18-20'	66	210	480	63	200	456	125
106-1055	TEMP-POWER DISTRIBUTION BOX-50 AMP	54	134	270	51	127	257	125
106-1060	TILE STRIPPER-ELEC	99	229	500	94	218	475	125
106-1070	SURFACE CLEANER-PRESS-WASH-16"	30	125	315	29	119	299	125
145-1620	PRESSURE WASHER-COLD-GAS, 3000PSI	75	235	625	71	223	594	125
145-1640	PRESSURE WASHER-COLD-GAS,4000PSI	85	270	750	81	257	713	1125
106-1200	PALLET JACK-HYDRAULIC	54	149	400	51	142	380	125
108-5020	STUMP GRINDER-W/B (TORO STX-26)	250	795	1800	238	755	1710	125
108-5025	STUMP GRINDER-W/B,LARGE -REMOTE CONTROL(CARLTON SP5014TRX)	300	950	2200	285	903	2090	125
108-3050	SOD CUTTER-GAS	110	330	995	105	314	945	125

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 licensed 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, pursuant to ISO Form CG001, 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 all policies except workers' compensation and professional liability 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.

Note: Certificates of Insurance reflecting evidence of the required insurance shall be submitted with the response to the solicitation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/31/2023

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 Marsh & McLennan (CLW) 101 N Starcrest Dr Clearwater FL 33765	CONTACT NAME: Marsh McLennan Agency - Bouchard Insurance PHONE (A/C No, Ext): 727-447-6481 FAX (A/C, No): 727-449-1267 E-MAIL ADDRESS: MMABouchard.certificates@MarshMMA.com														
INSURED Synergy Rents, LLC dba Synergy Equipment 10117 Princess Palm Ave Suite 500 Tampa FL 33610	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Old Republic Insurance Company</td> <td style="text-align: center;">24147</td> </tr> <tr> <td>INSURER B : Westchester Fire Insurance Company</td> <td style="text-align: center;">10030</td> </tr> <tr> <td>INSURER C : Everest Indemnity Insurance Company</td> <td style="text-align: center;">10851</td> </tr> <tr> <td>INSURER D : Westchester Surplus Lines Ins. Co.</td> <td style="text-align: center;">10172</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Old Republic Insurance Company	24147	INSURER B : Westchester Fire Insurance Company	10030	INSURER C : Everest Indemnity Insurance Company	10851	INSURER D : Westchester Surplus Lines Ins. Co.	10172	INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 14363914** **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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	MWZY31698423	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY OTHER:	Y	Y	MWTB31698323	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	G74383312001	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	MWC31671623	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Rented & Leased Equipment			IM8ML00236231	7/1/2023	7/1/2024	\$1,000,000
D	Premises Pollution -Including Contractors Pollution			G72584946002	7/1/2023	7/1/2024	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Leased & Rented Equipment: \$1,000,000 Per Piece \$50,000,000 Catastrophe Limit.

Additional insured status applies with respect to General Liability, Automobile Liability and Umbrella Liability per the attached form(s).

Waiver of subrogation applies with respect to General Liability, Auto Liability and Umbrella Liability per the attached form(s).

Notice of cancellation applies with respect to Auto Liability and Workers Compensation per the attached form(s).

See Attached...

CERTIFICATE HOLDER **CANCELLATION**

City of Naples 735 8th Street S Naples FL 34102	<p style="text-align: center;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p style="text-align: center;">AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Jack George</i></p>
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AGENCY CUSTOMER ID: SYNERRENTS

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Marsh & McLennan (CLW)		NAMED INSURED Synergy Rents, LLC dba Synergy Equipment 10117 Princess Palm Ave Suite 500 Tampa FL 33610	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Excess Liability is follow-form over Primary Umbrella.

Automobile Physical Damage Deductibles:
 \$250 - Comprehensive (per vehicle)
 \$500 - Collision (per vehicle)
 \$1,000 - Comprehensive & Collision (Tractors only)
 \$2,000 - Comprehensive/Collision (PPT's with cost new greater than \$75,000)

POLICY NUMBER: MWZY31698423
 NAMED INSURED: Synergy Rents, LLC

COMMERCIAL GENERAL LIABILITY
 CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations as required by written contract or agreement.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: MWZY31698423
 NAMED INSURED: Synergy Rents, LLC

COMMERCIAL GENERAL LIABILITY
 CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations as required by written contract or agreement.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

NAMED INSURED: Synergy Rents, LLC
POLICY NUMBER: MWZY31698423

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

INSURED: Synergy Rents, LLC

POLICY #: MWZY31698423

POLICY PERIOD: 07/01/2023

TO 07/01/2024

**COMMERCIAL GENERAL LIABILITY
CG 20 28 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – LESSOR OF
LEASED EQUIPMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

All persons or organizations as required by written contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**COMMERCIAL GENERAL LIABILITY
CG 20 44 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – VENDORS – AUTOMATIC
STATUS WHEN REQUIRED IN AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Section II – Who Is An Insured is amended to include as an additional insured any "vendor", but only with respect to liability for "bodily injury" or "property damage" arising out of "your product" which is distributed or sold in the regular course of the "vendor's" business.
- However, the insurance afforded to such "vendor":
1. Only applies to the extent permitted by law; and
 2. Will not be broader than that which you are required by the contract or agreement to provide for such "vendor".
- B.** With respect to the insurance afforded to any "vendor", the following additional exclusions apply:
1. The insurance afforded the "vendor" does not apply to:
 - a. "Bodily injury" or "property damage" for which the "vendor" is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the "vendor" would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the "vendor";
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the "vendor" has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- C.** With respect to the insurance afforded to these "vendors", the following is added to **Section III – Limits Of Insurance:**
- The most we will pay on behalf of the "vendor" is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.
- f.** Demonstration, installation, servicing or repair operations, except such operations performed at the "vendor's" premises in connection with the sale of the product;
- g.** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the "vendor"; or
- h.** "Bodily injury" or "property damage" arising out of the sole negligence of the "vendor" for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the "vendor" has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This endorsement shall not increase the applicable limits of insurance.

D. The following definition is added to the **Definitions** section:

"Vendor" means any person or organization who distributes or sells "your product" in the regular course of its business when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

NAMED INSURED: Synergy Rents, LLC
POLICY NUMBER: MWZY31698423

COMMERCIAL GENERAL LIABILITY
CG 24 53 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

NAMED INSURED: Synergy Rents, LLC
 POLICY NUMBER: MWZY31698423

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): All Projects
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

POLICY NUMBER: MWZY31698423
 NAMED INSURED: Synergy Rents, LLC

COMMERCIAL GENERAL LIABILITY
 CG 25 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED LOCATION(S)
 GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s): All Projects
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
 - 1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

NAMED INSURED: Synergy Rents, LLC
POLICY NUMBER: MWTB31698323

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Synergy Rents, LLC

Endorsement Effective Date: 07/01/2023

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT AS PROHIBITED BY LAW

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

MWTB31698323

07/01/2023

07/01/2024

**COMMERCIAL AUTO
CA 99 44 10 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE CLAUSE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
- B.** The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- C.** We may cancel the policy as allowed by the Cancellation Common Policy Condition.
- D.** If we make any payments to the loss payee, we will obtain his or her rights against any other party.
- Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy, we will mail you and the loss payee the same advance notice.

POLICY NUMBER: MWTB31698323

**COMMERCIAL AUTO
CA 20 01 11 20**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: Synergy Rents, LLC
Endorsement Effective Date: 07/01/23

SCHEDULE

Insurance Company: Old Republic Insurance Company	
Policy Number: MWTB 316983 23	Effective Date: 07/01/23
Expiration Date: 07/01/24	
Named Insured: Synergy Rents, LLC	
Address: 3660 Erindale Drive Valrico, FL 33596	
Additional Insured (Lessor): The lessor when required by written contract to be added as an Additional Insured	
Address:	
Designation Or Description Of "Leased Autos": Any auto you lease under a written lease agreement with a term of six months or more	

Coverages	Limit Of Insurance Or Deductible	
Covered Autos Liability	\$ 2,000,000	Each "Accident"
Comprehensive	\$ See PCA 116	Deductible For Each Covered "Leased Auto"
Collision	\$ See PCA 116	Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	\$	Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the Policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the Policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.**

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations where required by written contract

- A. SECTION II – COVERED AUTOS LIABILITY COVERAGE**, paragraph 1. **Who Is An Insured** is amended to include the person(s) or organization(s) shown in the above Schedule as an additional "insured", but only with respect to "accidents" arising out of your work while being performed for such person(s) or organization(s).
- B.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This policy's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to the "insured" person(s) or organization(s) shown in the above Schedule provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

PCA 048 09 19

Page 1 of 1

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

POLICY NUMBER: MWC 316716 23

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**REQUESTED PER CONTRACT SPECIFICATIONS TO THE EXTENT
ALLOWABLE BY LAW**

DATE OF ISSUE: 07-01-23

WC 00 03 13
(Ed. 4-84)

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Attachment: Immigration Law Affidavit Certification

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the (Vendor / Bidder) being a Contractor, Firm, Consultant, etc., and their Submittal of a Bid (ITB, RFP, RFQ, etc.) as non-responsive.

City of Naples will not intentionally award CITY contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

City of Naples may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by City of Naples.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name Synergy Rents, LLC
Print Name Robert Veazey Title Government Sales Specialist
Signature [Signature] Date 04/20/2023
State of Florida
County of Hillsborough

The foregoing instrument was signed and acknowledged before me this 17 day of April, 2023, by

Robert Veazey who has produced [blank] as identification.
(Print or Type Name) (Type of Identification and Number)

[Signature]
Notary Public Signature

Melissa Santiago
Printed Name of Notary Public

6/19/2026
Notary Commission Number/Expiration



The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

