

AGREEMENT FOR PURCHASE OF COMPACTOR RENTALS

Bid/Proposal No. ITB 17-031

Clerk Tracking No. 2017-00132

Project Name: Annual Rental of Solid Waste Compactors

THIS AGREEMENT FOR PURCHASE OF EQUIPMENT RENTALS (the "Agreement") is made this 1st day of OCTOBER, 2017, by and between **Olympic Compactor Rentals, Inc.**, a Texas Corporation authorized to do business in Florida whose address is 1724 Oak Tree, Houston, Texas 77080 ("Rentor") and **THE CITY OF NAPLES**, a Florida Municipal Corporation, the address of which is 735 Eighth Street South, Naples, Florida 34102 ("Rentee"). In consideration of the mutual covenants and agreements hereinafter set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Rentee and Rentor agree as follows:

1. **Description of Rental Equipment.** Rentor shall rent and deliver to Rentee the equipment described in each order placed based off of **Attachment A-1 Scope of Services and Bid / Cost Schedule** which is attached and made part of this Agreement and as stated in **Invitation to Bid (ITB) 17-031** herein referenced and made a part of this Agreement and as subject to such terms as are set forth in the Invitation to Bid and in this Agreement. Additional Rental Equipment may be ordered that are not listed on Attachment A-1. Additional Equipment pricing will be based off of a current and published Equipment Rate Price List. Rentee will have the option to compare Rental Equipment pricing between Awarded Vendor and/or the open market.
2. **Acceptance; Purchase.** Rentee shall accept the equipment and pay an amount indicated on each order. Expenditures are not to exceed a Department's adopted budget at the indicated pricing in **Attachment A-1** with an Annual Estimated expenditure of \$50,000.00 and as ordered in accordance with the terms of this Agreement and shall be paid in the manner set forth in this Agreement. Note.
3. **Identification of Equipment.** Identification of the rental equipment shall not be deemed to have been made until receipt by the Rentee and has indicated to Rentor that the equipment in question are in accordance with the performance of this Agreement.
4. **Rate and Time of Payment.** Unless otherwise specified, Rentee shall make payment to Rentor for the rental equipment per order within thirty (30) days after the rental equipment have been received and accepted by the Rentee.
5. **Receipt of Compactor Rentals.** Delivery of rentals shall be deemed received by Rentee when delivered to the Rentee at a **City of Naples designated site as indicated on each order placed.**
6. **Risk of Loss.** The risk of loss from any casualty to the equipment, regardless of the cause, shall be on Rentor up to the time of receipt of the equipment by the Rentee 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 Rentee during rental period. Rentor risk of loss will be from time of pickup by Rentor, end of rental timeframe.

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

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

9. **Product Warranty.** Rentor provides general warranties of fitness and general warranties that the equipment being rented are free from defects.

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

11. **Procedure as to Rejected Equipment.** On receipt of notification by Rentee of rejection of rental equipment, Rentor will immediately arrange to receive back and exchange equipment being rented with an operational like piece of equipment.

12. **Governing Law.** The parties acknowledge that the transaction that is the subject matter of this Agreement bears a reasonable relation to the State of Florida and agree that the law of the State of Florida will govern their rights and duties. The parties specifically intend that the provisions of Article 2 of the Florida Uniform Commercial Code will control as to all aspects of this Agreement and its interpretation, except Software, and that all the definitions contained therein will be applicable to this Agreement except where this Agreement may expressly provide otherwise.

13. **The Rentor shall:** (a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service; (b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the established cost of the CITY or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY; and (e) Promptly notify the CITY of any public records request.

14. **Description/Bid Documents.** The terms and conditions of **Invitation to Bid (ITB) No. 17-031** which is herein referenced and made a part hereof shall be incorporated herein as a part of this Agreement.

15. **Notices and Address of Record.** All notices required or made pursuant to this Agreement to be given by Rentor to Rentee shall be in writing and shall be delivered by overnight courier, by hand or by the (USPS) United States Postal Service, first class mail service, postage prepaid, return receipt requested, or as otherwise agreed upon and addressed to the following:

To Rentee:

City of Naples; 735 Eighth Street South; Naples, Florida 34102-3796

Attention: **A. William Moss**, City Manager

All notices required or made pursuant to this Agreement to be given by Rentee to Rentor shall be made in writing and shall be delivered by overnight courier, by hand or by the (USPS) United States Postal Service, first class mail service, postage prepaid, return receipt requested, or as otherwise agreed upon and addressed to the following:

To Rentor:

Olympic Compactor Rentals, Inc.
1724 Oak Tree
Houston, Texas 77080
Attention: **Chip Panciocco**, Vice President
FEIN Number: On-File

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

16. **No Pledge of Ad Valorem Taxing Power:** Nothing in this Agreement shall be deemed to constitute a pledge of the Rentee's ad valorem taxing power.

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

18. **Effective Date.** This Agreement shall commence on **October 2, 2017 and be valid through 09/30/2020** and shall have with mutual agreement of the Rentor and Rentee the option for **two (2) 1/year renewal options.**

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

WITNESSED RENTOR:

Wayne Aiken

WAYNE AIKEN
Printed Name

RENTOR:

Olympic Compactor Rentals, Inc.

By: Chip Panciocco
Authorized Representative

CHIP PANCIOTTO
Printed Name

ATTEST:

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



RENTEE:

City of Naples, Florida

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

Approved as to form and legal sufficiency:

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

Invitation to Bid
Annual Rental of Solid Waste Compactors
ITB # 17-031

Specifications for Self-Contained Roll-off Compactors

1. Purpose

The purpose of this bid is to provide information necessary for vendors to develop a bid for rental of one or more self-contained compactors for collection of commercially generated solid waste within the City of Naples.

2. Complete Unit

Equipment shall be completely assembled, tested and ready for immediate use upon installation by the approved vendor.

3. New Model

The equipment shall be new or refurbished (no units older than 5 years will be accepted) and standard model assembly of the latest design in current production. Equipment shall include all features and comply with all performance specifications as advertised or otherwise represented by the vendor.

4. Bid Prices

Prices quoted must remain firm for the term of this contract. The City reserves the right to accept, reject or re-issue any and all bids.

5. Delivery

Bid prices will include equipment delivery, installation connection to existing "One Plus" monitoring system at vendors cost, training of users and all applicable taxes. Delivery and installation will be to a location within the City at a site to be determined by the Solid Waste Division.

6. Contract Period

The length of contract shall be for a period of three years, with two one-year renewals thereafter agreeable by both parties.

7. Award

The City will evaluate all bids to determine the lowest and best offer. The City shall, at its sole discretion, determine what constitutes a minor deviation, irregularity or technicality.

8. Equipment/Component Exchange

If deemed necessary during the course of the rental, the City reserves the right to increase/decrease equipment size, components, add monitoring system, increase/decrease quantity of compactors, odor control system, etc. If, through good-faith negotiations, the price for equipment and/or components can't be agreed upon, the City reserves the right to solicit quotations and bids from other vendors for such changes and cancel contract with a 60 day, written notice.

9. Bid Exceptions

Any exceptions to the specifications, general or special, must be clearly noted on a separate sheet of paper and included with your bid proposal. Please see Special Conditions Section on page 12 for further information regarding this.

10. Maintenance

- A. Vendor will be responsible for all repairs and maintenance during the length of the rental.
- B. Vendor shall provide a contact that can be reached at any time for emergency repairs.
- C. Vendor is responsible for maintaining all seals to prevent leaks.
- D. Vendor will be responsible for all clean-ups due to equipment failure.
- E. Vendor will be responsible for painting containers every three years. This shall include removal of rust, sufficient priming and use of a high-quality paint.
- F. The City will be responsible for cleaning inside of equipment as requested by the customer if needed.
- G. The vendor will be responsible for cleaning the exterior of the equipment as requested by the contract administrator or designee.

- H. If equipment is down for more than 4 hours, the City shall substitute containerized service at normal commercial collection rates plus applicable charges, plus \$50.00 delivery and removal fee. If unit is down more than 48 hour's vendor is required to install a replacement unit.

11. Compactor Appearance/Function

The City requires that all equipment be functional and neat in appearance. The contract administrator shall determine when equipment should be replaced, rebuilt, or painted.

12. Installation

The vendor shall be responsible for furnishing, delivery, installing and maintaining the compactor, power unit, control panel, all hydraulic and electrical lines relating to compactor, connection to "One Plus" and connecting to "Ozone Machines" at vendor's expense. The Vendor shall be responsible for bringing three phase power from a point approximately six (6) feet from the compactor.

13. City Responsibilities

The City shall construct a concrete pad when necessary, sufficient to support a roll-off compactor, erect an enclosure to surround the compactor and bring in three-phase power to a point within approximately six (6) feet of the compactor pad with disconnect box and fuses. City will be responsible for repairs to the "One Plus" units that are owned/supplied by the city.

14. Estimated Quantities

The City initially intends to rent five to ten compactors.

15. Equipment Specifications

- A. The solid waste container(s) shall be the current year's model new or refurbished unit no older than 5 years and unused; no prototypes will be accepted. The specifications of the solid waste self-contained compactor are to be minimum acceptable standards.
- B. The compactor shall be of steel construction, consisting of a rectangular structure with component parts, charge box, cylinder housing and compacting ram. The power pack shall be a separate unit. The ram shall be contained within the frame and with each stroke the double acting cylinder shall move the load into the container. Total normal force shall be a minimum of 39,000 lbs.

- C. The unit(s) shall be 30 to 34 cubic yards in capacity; and have a minimum WASTEC Rating of 1.3 cu. yd. opening, self-contained, liquid-tight with a separate power unit.
- D. The power unit shall be capable of operating the compactor hydraulically. All connections between the power unit and portable compactor, electrical and hydraulic, shall be the responsibility of the successful bidder.
- E. The unit(s) shall be freestanding.
- F. The unit(s) shall be designed to allow for double-end pick-up.
- G. The unit(s) shall have an enclosed doghouse with two side doors with OSHA approved interlock system that will work with city owned "One Plus" monitoring system and "Ozone Machines" if equipped.
- H. Units shall(s) have a colored fill light that measures when the container is $\frac{3}{4}$ full. It shall measure as the ram reverses.
- I. Unit(s) motor to be 230, or 460 volts, 3 phase, 60 cycle. 1 unit 100/220V Unit.
- J. All equipment must have multi-cycle timer.
- K. All equipment must be ANSI certified and meet all OSHA standards and certified under WASTEC Stationary Compactor Certification Program.
- L. Main control panel must have Compactor Operating Instructions clearly and permanently displayed on the doors and next to the operator controls.
- M. Hydraulic oil filter, sight gauge, drain plug and clean out cover shall be provided with hydraulic tank.
- N. The solid-state controller should:
 - 1) Provide automatic shutdown timer for jog mode to prevent overheating due to operator misuse or abuse.
 - 2) Provide shutdown feature in AUTO mode when container is FULL.
 - 3) Provide automatic shutdown timer if motor is left idling.
- O. Control panel shall be UL listed.

- P. Main Control Panel shall have as standard:
- 1) HAND-OFF-AUTO key operated switch removable in OFF position
 - 2) START push button.
 - 3) FORWARD-REVERSE jog selector switch.
 - 4) EMERGENCY STOP button.
 - 5) $\frac{3}{4}$ FULL (75%) and FULL (100%) pressure indicating lights.
- Q. Unit(s) shall be painted forest green or a color approved by the contract administrator.
- R. There will be 2 side doors. One on each side unless otherwise indicated. Must have magnetic interlocking systems that are ANSI certified and T- latch door handles.
- S. Each unit will be equipped with 4'X 4' splash plate on both sides of unit below the door area.

Current Locations

- Swamp Buggy - 428 9th Street South
- City Parking Garage - 600 Block of 6th Avenue South
- City Parking Garage - 800 4th Avenue South (5th Avenue South)
- The Inn on 5th - 699 5th Avenue South
- Tommy Bahamas - 1220 3rd Street South (Solid Waste)
- Tommy Bahamas - 1220 3rd Street South (Cardboard)
- Neapolitan Property - 1300 3rd Street South
- Cambier Park Bandstand - 780 5th Avenue South (110/120V Unit)

Attachment A – Bid / Cost Schedule

Rental cost per month/per compactor (NEW): \$495.00

Rental cost per month/per compactor (RECONDITIONED): \$299.98

Cambier Park Unit:

Rental cost per month compactor 110/220 Unit (NEW): \$595.00

Rent cost per month compactor 110/220 Unit (RECONDITIONED): \$299.98

ALL BIDDERS MUST COMPLETE THE FOLLOWING

Delivery and installation completed within 3 calendar days.

Under normal use/conditions, compactor life expectancy: 8 years.

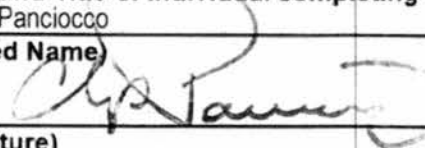
Company Name: Olympic Compactor Rentals, Inc.

EIN: 74-2139678

Email: olymcomp@aol.com

Name and Title of individual completing this schedule:

Chip Panciocco Vice President
(Printed Name) (Title)

x  8/11/17
(Signature) (Date)