NORTH MIAMI
FLORIDA
776 N.E. 125 Street, North Miami, Florida 33161

Council Report

To: The Honorable Mayor and City Council

From: Marcanthony Tulloch, Manager
Purchasing Department

Date: January 14, 2014

RE: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE SELECTION OF SUN RECYCLING, LLC, AS CONTRACTOR FOR THE PROVISION OF RECYCLABLE WASTE PROCESSING SERVICES IN ACCORDANCE WITH THE INVITATION FOR BID NUMBER 50-12-13; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE A RECYCLING SERVICES AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND THE SELECTED CONTRACTOR FOR A TERM OF TWO (2) YEARS AND FOR A SOURCE OF REVENUE TO THE CITY IN THE AMOUNT OF TWENTY-THREE DOLLARS ($23.00) PER TON OF PROGRAM RECYCLABLE MATERIALS; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

RECOMMENDATION

Staff is requesting the Mayor and Council to authorize the City Manager to enter into an agreement with Sun Recycling, LLC. for the provision of Recyclable Waste Processing Services in accordance with Invitation for Bid (IFB) 50-12-13. The program recyclable material services will be a resource of revenue to the City in the amount of twenty-three dollars ($23) per ton.

BACKGROUND

On November 19, 2013 the City opened competitive bids for Recyclable Waste Processing Services. In which the Awarded Bidder shall pay the City monthly for each ton of inbound program recyclables delivered to a Designated Recycling Facility. Two companies submitted responses to this solicitation; Progressive Waste Solutions which offered ten dollars ($10) per ton and Sun Recycling, LLC offered twenty three dollars ($23) per ton.

This is a revenue generating service with an estimate volume of 2,400 tons per year at twenty-three dollars ($23) per ton, calculated to an estimated profit of $ 55,200.00 per year.

ATTACHMENTS

Resolution
Service Agreement
Award Bidder Response

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE SELECTION OF SUN RECYCLING, LLC, AS CONTRACTOR FOR THE PROVISION OF RECYCLABLE WASTE PROCESSING SERVICES IN ACCORDANCE WITH THE INVITATION FOR BID NUMBER 50-12-13; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE A RECYCLING SERVICES AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND THE SELECTED CONTRACTOR FOR A TERM OF TWO (2) YEARS AND FOR A SOURCE OF REVENUE TO THE CITY IN THE AMOUNT OF TWENTY-THREE DOLLARS ($23.00) PER TON OF PROGRAM RECYCLABLE MATERIALS; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, pursuant to Chapter 403 of the Florida Statutes, the state encourages local governments to implement recyclable materials recycling programs to recover a significant portion of paper, cardboard, aluminum cans, glass, and plastic containers, from the solid waste stream prior to final disposal at a solid waste disposal facility; and

WHEREAS, in accordance with Section 9-1 of the City of North Miami ("City") Code of Ordinances, it is the intent of the Mayor and City Council to ensure the proper collection and disposal of all recyclable materials generated within the City; and

WHEREAS, on October 15, 2013, the City advertised ***Invitation for Bid Recyclable Waste Processing Services IFB No. 50-12-13*** ("IFB"), for the purpose of obtaining sealed bids from licensed, insured and experienced contractors to establish a recycling facility and to provide processing services for the recyclable materials collected throughout the City ("Services"); and

WHEREAS, in response to the IFB, Sun Recycling, LLC ("Contractor"), submitted its sealed bid and was subsequently evaluated by City administration as the most responsive, responsible bidder whose bid, qualifications and references demonstrated to be the most advantageous to the City in the procurement of Services; and

WHEREAS, the Contractor has expressed its capability, expertise and willingness to perform the Services pursuant to the terms, conditions and specifications contained in the IFB; and

WHEREAS, in addition to the local and state benefits derived from recycling programs, the City will receive a source of revenue at the contractual rate of Twenty-Three Dollars ($23.00) per ton of program recyclable materials; and

WHEREAS, the Mayor and City Council have determined that entering into an agreement with the Contractor for the provision of Services, supports the recycling aspirations of the State of Florida and further enhances the public's health, safety and welfare.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Selection Approval.** The Mayor and City Council of the City of North Miami, Florida, hereby approve the selection of Sun Recycling, LLC, as contractor for the provision of Recyclable Waste Processing Services in accordance with the Invitation for Bid Number 50-12-13.

Section 2. **Authority of City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to execute a Recycling Services Agreement, in substantially the attached form, between the City of North Miami and the selected Contractor for a term of two (2) years and for a source of revenue to the City in the amount of Twenty-Three Dollars ($23.00) per ton of program recyclable materials.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this _____ day of _____, 2014.

_____
LUCIE M. TONDREAU
MAYOR

ATTEST:

_____
MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Lucie M. Tondreau	_____ (Yes)	_____ (No)
Vice Mayor Scott Galvin	_____ (Yes)	_____ (No)
Councilperson Carol Keys, Esq.	_____ (Yes)	_____ (No)
Councilperson Philippe Bien-Aime	_____ (Yes)	_____ (No)
Councilperson Marie Erlande Steril	_____ (Yes)	_____ (No)

CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT
(Recycling Services - IFB No. 50-12-13)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2014, by and between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL 33161 ("City") and **Sun Recycling, LLC**, a limited liability company organized and existing under the laws of the State of Florida, having its principal business office at 2380 College Avenue, Davie, FL 33317 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, on October 15, 2013, the City advertised ***Invitation for Bid Recyclable Waste Processing Services IFB No. 50-12-13*** ("IFB"), for the purpose of obtaining sealed bids from licensed, insured and experienced contractors to provide a recycling facility and processing services for recyclable waste and materials collected throughout the City, in accordance with the terms, conditions and specifications contained in the IFB ("Services"); and

WHEREAS, in response to the IFB, Contractor submitted its sealed bid and was subsequently evaluated by City administration as the most responsive, responsible bidder whose bid, qualifications and references demonstrated to be the most advantageous to the City in the procurement of Services; and

WHEREAS, the Contractor has expressed its capability, expertise and willingness to perform the Services pursuant to the requirements of the Contract Documents; and

WHEREAS, the City Manager finds that entering into an agreement with Contractor for the provision of Services, is in the City's best interests; and

WHEREAS, on _____, _____, 2014, the Mayor and City Council passed and adopted Resolution Number R-2014-___, approving the selection of Contractor and authorized the City Manager to enter into this Agreement for the provision of Services.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents (collectively referred to as the "Contract Documents"), are incorporated into and made part of this Agreement:

2.1.1 City of North Miami ***Invitation for Bid Recyclable Waste Processing Services IFB No. 50-12-13***, attached hereto by reference;

2.1.2 Contractor's response to the IFB ("Bid"), attached hereto as "Exhibit A";

2.1.3 City's tabulation of bids received in response to the IFB, attached hereto as "Exhibit B";

2.1.4 Any additional documents which are required to be submitted in the provision of Services under this Agreement, and all amendments, modifications and supplements issued on or after the effective date of this Agreement.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.
2.2.2 This Agreement.
2.2.3 The IFB.

2.3 The Parties agree that Contractor is responsible for the clarification of any ambiguity, conflict, discrepancy, omission, or other error found in the IFB prior to Contractor submitting its Bid or the right to clarify same shall be waived.

2.4 Nothing contained in the Contract Documents shall be construed to create a contractual relationship of any kind: 1) between the City and a subcontractor or supplier, and 2) between any persons or entities other than the City and Contractor.

ARTICLE 3 – TERM OF AGREEMENT

3.1 Subject to authorized adjustments by the City, the initial term of this Agreement shall be a period of one (1) year commencing January 7, 2014 through January 6, 2015 ("Initial Term"), unless earlier terminated by the City.

3.2 Upon completion of the Initial Term, the City shall have two (2) options to renew the Agreement in writing for a period of one (1) year, on a year-by-year basis.

3.3 Contractor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion of Services within the agreed term. Failure to render Services timely shall be regarded as a material breach of this Agreement, subject to the appropriate remedies available at law.

3.4 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances

within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 – RECYCLING REVENUE

4.1 Contractor shall pay the City the sum of Twenty Three Dollars ($23.00) per ton of program recyclable materials, in the manner provided in the IFB. Payment shall be due and payable to the City at the time recycling materials are delivered to Contractor.

ARTICLE 5 - CONTRACTOR'S RESPONSIBILITIES

5.1 Contractor shall supervise and direct the work competently and efficiently, devoting such attention and applying Contractor's best skill, attention and expertise. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures required in the recycling process to ensure that Services accurately comply with the Contract Documents.

5.2 Contractor shall comply with all applicable environmental, health, safety and security laws and regulations pertaining to the Services provided under this Agreement. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry standards, and to ensure that such protective devices are properly used in the provision of Services.

5.3 Contractor represents, with full knowledge that the City is relying upon these representations when entering into this Agreement with the Contractor, that the Contractor has the professional expertise, ability, capacity, skill, licenses, financial resources, and experience to perform the Services.

ARTICLE 6 - SCOPE OF SERVICES

6.1 Contractor shall provide all the labor, supervision, materials, equipment, tools and services necessary for the provision of Services in accordance with the Contract Documents. Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

6.2 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a Party to this Agreement.

6.3 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities

regarding payment to or use of subcontractors for any of the Services related to this Agreement shall be borne solely by Contractor.

6.4 Contractor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

6.5 Contractor warrants and accepts that any and all work, materials, services or equipment necessitated by the inspections of City and/or Miami-Dade County agencies, or other regulatory agencies as are applicable, to bring the Services into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

ARTICLE 8 - CONFLICTS OF INTEREST

8.1 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with the Contractor. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Contractor or its employees must be disclosed in writing to City.

ARTICLE 9 - DEFAULT

9.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within five (5) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 10 - CITY'S TERMINATION RIGHTS

10.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Contractor. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

10.2 In the event Contractor remains in Default for a time period of five (5) consecutive calendar days, the City may, at its option, retain another contractor to perform the Services. The Contractor shall be liable for any damages incurred by the City, as provided by Florida law.

ARTICLE 11 - NOTICES

11.1 All notices, demands, correspondence and communications between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To Contractor:	Sun Recycling, LLC Attn: Charles Gusmano 2380 College Avenue Davie, FL 33317-7190 Telephone : (888) 800-7732 Fax: (954) 634-6006 Email: cgusmano@swsfl.com
To City:	City of North Miami Attn: City Manager 776 N.E. 125th Street North Miami, Florida 33161
With a copy to:	City Attorney City of North Miami 776 N.E. 125th Street North Miami, Florida 33161

11.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

11.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 12 - INDEMNIFICATION

12.1 Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Contractor, its officers, directors, agents, partners, Subcontractors, employees and managers in the performance of the Services under this Agreement.

12.2 Contractor shall be fully responsible to City for all acts and omissions of the Contractor, its employees, subcontractors, suppliers, or other persons directly or indirectly employed by its subcontractors or suppliers, and any other persons or organizations performing or furnishing supplies under a direct or indirect agreement with Contractor. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

12.3 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 13 - INSURANCE

13.1 Prior to the execution of this Agreement, the Contractor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is an additional named insured with respect to the required coverage and the operations of the Contractor under this Agreement. Contractor shall not commence work under this Agreement until after Contractor has obtained all of the minimum insurance required in the IFB and the policies of such insurance detailing the provisions of coverage have been received and approved by the City. Contractor shall not permit any Subcontractor to begin work until after similar minimum insurance to cover Subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

13.2 All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 14 - FORCE MAJEURE

14.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force

Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 15 - PUBLIC RECORDS

15.1 Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

15.2 Contractor shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records".

ARTICLE 16 – COMMUNITY BENEFITS

16.1 The City believes in doing business with persons and business entities which adhere to corporate principles confirming a commitment for being good corporate citizens, and which value the goals and importance of community goodwill by providing tangible benefits back to the community in which they do business. As such, the City will seek from Contractor the establishment of a Community Benefits Plan, as defined and approved by the City Manager, for the benefit of the local community. This Community Benefits Plan shall be incorporated into and shall become a part of this Agreement.

16.2 As an inducement for the City to enter into this Agreement, Contractor hereby represents its willingness and financial capacity to provide the City with the Community Benefits Plan, pursuant to this Article. The City has relied upon these representations, in entering into this Agreement with Contractor, and such Community Benefits shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the City Code of Ordinances.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

17.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

17.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

17.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

17.4 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

17.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

17.6 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

17.7 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

17.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

17.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

17.10 The professional Services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

17.11 This Agreement shall be biding upon the Parties herein, their heirs, executors, legal representatives, successors, and assigns.

17.12 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

17.13 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

17.14 All other terms, conditions and requirements contained in the Contract Documents, which have not been modified by this Agreement, shall remain in full force and effect.

17.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

Sun Recycling, LLC, a Florida limited liability company:

"**Contractor**"

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

ATTEST:

By: _____
Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal Corporation: "**City**"

By: _____
Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Regine M. Monestime
City Attorney

NORTH MIAMI
FLORIDA

Appendix A

BID SUBMITTAL FORM:
RECYCLABLE WASTE PROCESSING SERVICES
IFB NO.: 50-12-13

65-0977012

FEIN NO.: ___/___-___/___/___/___/___/___/___/___
(Bidder Federal Employer Identification Number) If none, Bidder Social Security Number

☐ **LOCAL PREFERENCE CERTIFICATION:** For the purpose of this certification, a "local business" is a business located within the limits of City of North Miami that conforms with the provisions of Section 4.62 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. Place a check here only if affirming bidder meets requirements for Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Local Preference.**

OR

☐ **WORKFORCE LOCAL PREFERENCE CERTIFICATION:** The local preference may be applied to Firms with a least ten percent (10%) of its total Workforce residing within the geographical boundaries of the City. Place a check here only if affirming bidder meets the requirements for Workforce Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Workforce Local Preference.**

OR

☐ **SUBCONTRACTOR LOCAL PREFERENCE CERTIFICATION:** The local preference may be applied to Firms that subcontract at least ten percent (10%) of the contractual amount of a City project to Sub-Contractor who are physically located within the City of North Miami. **(Must complete forms A-3a Statement of Intent & A-3b Participation Schedule.)** Place a check here only if affirming bidder meets the requirements for Sub-Contractor Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Sub-Contractor Local Preference.**

All referenced forms can be found on the City's website at:
http://www.northmiamifl.gov/departments/purchasing/forms.asp

The undersigned bidder certifies that this bid is submitted in accordance with the bid specifications and conditions governing this bid, and that the bidder will accept any award(s) made to him as a result of this bid.

FIRM NAME: Sun Recycling, LLC

STREET ADDRESS: 2380 College Ave

CITY/STATE/ZIP CODE: Davie, Florida 33317

TELEPHONE NO.: 888-800-7732 **FAX NO.:** 954-634-6006

E-MAIL: cgusmano@swsfl.com

By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract.

AUTHORIZED SIGNATURE Charles Gusmano **Date** 12/2/2013
PERSON AUTHORIZED TO ENTER INTO CONTRACTUAL AGREEMENT

PRINT NAME OF AFFIANT Charles Gusmano

TITLE OF OFFICER Manager

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

NORTH MIAMI
FLORIDA

Appendix C

PROGRAM RECYCLABLES REVENUE FORM

RECYCLABLES WASTE PROCESSING SERVICES
IFB No.: 50-12-13

Bidder shall enter below the proposed revenue for said services:

PROGRAM RECYCLABLES REVENUE

Corresponding Revenue Per Ton $ 23.00

Twenty Three dollars per ton

(IN WORDS)

1. The profits listed below shall include the total revenue per ton of inbound Program Recyclables delivered to the Designated Recycling Facility. Any and all costs associated with processing, marketing, and transporting Program Recyclables, including costs for rejects and residue disposal, are the responsibility of the Bidder

2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this Bid and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Bids; or, if I am selected as the Top-Ranked Bidder, for such further period as is necessary for obtaining sale contract signature and approval.

3. I understand and agree to be bound by the conditions contained in this Solicitation and shall conform with all requirements stated.

Charles Gusmano — Name: (Please Print)

Manager — Title:

Charles Gusmano — Offeror Signature

12/2/2013 — Date: