



## City of Stuart Contract Modification/Renewal

<b>DATE:</b> June 29, 2020	<b>RFP NO:</b> 2018-202: Roll Off Dumpster Services
<b>TO:</b> Waste Pro of Florida, Inc. 4100 Selvitz Road Fort Pierce, Florida 34981	<b>FROM:</b> Procurement Division Alaina Knofla, Procurement Analyst 121 SW Flagler Ave. Stuart, Florida 34997 Phone: 772-288-5320 Email: <a href="mailto:purchasing@ci.stuart.fl.us">purchasing@ci.stuart.fl.us</a>

### DESCRIPTION OF CONTRACT MODIFICATION:

On 6/23/20 Procurement received notification that Waste Pro of Florida, Inc. is unable to agree to the current contract renewal pricing. The new pricing is specified below:

**Current Price: "Attachment A"**

**Amended Price: "Attachment B"**

The above listed prices are hereby incorporated and made part of RFP #2018-202, Roll Off Dumpster Services and shall become effective upon signature and mutual consent for the period beginning August 1, 2020 through June 30, 2021. All other terms, conditions, and specifications of ITB #2019-100 remain unchanged.

The undersigned approves by mutual agreement for implementation of the contract modification stipulated herein by signing below:

  
\_\_\_\_\_  
Authorized Signature                      Date  
Waste Pro of Florida, Inc.

  
\_\_\_\_\_  
David Dyess                                      Date  
City Manager                                      7-1-2020

## PART V RFP SUBMITTALS

5.1 PRICE PROPOSAL FORM

**ROLL-OFF DUMPSTER SERVICES:** Respondents are to make no changes to the table below and are to fill the table out completely. Values must be provided for all categories below and must represent the total cost for each service. No additional charges will be invoiced to or paid by the City of Stuart

ITEM	DESCRIPTION	UNIT	PRICE
1	Delivery of Open Top Containers: Container deliveries of all sizes of open top roll-off containers located within the City	Per Delivery	\$ 60.00
2	Delivery of Compacted Waste Containers: These deliveries will be compacted waste units located within the City	Per Delivery	\$ 60.00
3	Pull Charge for a 10 yard Open Top Container	Pull Charge	\$ 160.00
4	Pull Charge for a 20 yard Open Top Container	Pull Charge	\$ 160.00
5	Pull Charge for a 30 yard Open Top Container	Pull Charge	\$ 160.00
6	Pull Charge for a 40 yard Open Top Container	Pull Charge	\$ 160.00
7	Pull Charge for a Self-Contained Compactor Unit	Pull Charge	\$ 160.00
8	Pull Charge for a Receiver Box Compacted Unit	Pull Charge	\$ 160.00
9	Relocate: All sizes open top containers	Relocate Charge	\$ 80.00
10	Return Trip Charge: Return trip for all sizes of containers	Return Trip Charge	\$ 80.00
11	Rinse and Deodorize: After dumping, the open top or compacted unit it will be brought back to the City Sanitation Department so that the driver can hose out the unit before returning it to the customer.	Charge Per Container	\$ 50.00
12	Unloading of new container deliveries: Unloading of new open top containers or compacted units purchased by the City for future use. They will be stored at the City Sanitation yard.	Charge Per Container	\$ 50.00

Preferred method of payment is by the City Purchasing Card (VISA). DO YOU ACCEPT THE PURCHASING CARD (VISA)? Yes  No

COMPANY NAME: Waste Pro of Florida

**Knofla, Alaina**

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**From:** Coleman, Jeff  
**Sent:** Wednesday, June 24, 2020 3:11 PM  
**To:** Knofla, Alaina  
**Subject:** RE: Renewal of RFP #2018-202: Roll-Off Dumpster Services

This will be good.

Thanks,

**Jeffrey Coleman | Sanitation & Fleet Manager | City of Stuart**  
Public Works Department  
Phone: 772-600-1210 | Fax: 772-781-7620  
Cell: 772-353-8498 | Email: [jcoleman@ci.stuart.fl.us](mailto:jcoleman@ci.stuart.fl.us)  
121 SW Flagler Avenue, Stuart, Florida 34994  
[www.cityofstuart.us](http://www.cityofstuart.us)

**From:** Knofla, Alaina <[aknofla@ci.stuart.fl.us](mailto:aknofla@ci.stuart.fl.us)>  
**Sent:** Wednesday, June 24, 2020 8:32 AM  
**To:** Coleman, Jeff <[jcoleman@ci.stuart.fl.us](mailto:jcoleman@ci.stuart.fl.us)>  
**Subject:** FW: Renewal of RFP #2018-202: Roll-Off Dumpster Services

**From:** Harvey Cotton <[hcotton@wasteprousa.com](mailto:hcotton@wasteprousa.com)>  
**Sent:** Tuesday, June 23, 2020 5:03 PM  
**To:** Knofla, Alaina <[aknofla@ci.stuart.fl.us](mailto:aknofla@ci.stuart.fl.us)>  
**Cc:** Russell Mackie <[rmackie@wasteprousa.com](mailto:rmackie@wasteprousa.com)>; Timothy Mooney <[tmooney@wasteprousa.com](mailto:tmooney@wasteprousa.com)>  
**Subject:** FW: Renewal of RFP #2018-202: Roll-Off Dumpster Services

This message has originated from an [EXTERNAL EMAIL ADDRESS]. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email. If it shows as being from someone within the City, please contact the City's Technology Services personnel.

Alaina,

As discussed, we will keep the current pricing through July 31, 2020. The fees below are for the services we have contracted through the city and have recently provided.

Beginning on August 1, 2020, we are proposing:

- \$228 Per Haul for open top and compactors with 48-hour notice
- \$285 Per Haul for open top and compactors with less than 48-hour notice
- \$125 for open top and compactor Deliveries
- \$100 for Relocation of an open top or compactor

- \$100 for Return Trip
- \$100 for Rinse and Deodorize containers at City Sanitation Department
- \$100 for Unloading of new container deliveries

We appreciate the opportunity to continue providing service for The City of Stuart. Please let me know if you need anything further.

Thank you,

Harvey Cotton  
Division Manager  
Waste Pro  
4100 Selvitz Road  
Fort Pierce, Florida 34981

Cell: 772-370-2355  
Direct: 772-247-2080  
Office: 772-595-9390 Fax: 772-464-6690  
Email: [hcotton@wasteprousa.com](mailto:hcotton@wasteprousa.com)  
[www.wasteprousa.com](http://www.wasteprousa.com)



**From:** Russell Mackie  
**Sent:** Friday, June 19, 2020 4:23 PM  
**To:** Timothy Mooney <[mooney@wasteprousa.com](mailto:mooney@wasteprousa.com)>; Harvey Cotton <[hcotton@wasteprousa.com](mailto:hcotton@wasteprousa.com)>  
**Subject:** Fwd: Renewal of RFP #2018-202: Roll-Off Dumpster Services

Russell Mackie  
Regional VP  
Waste Pro of Florida

**From:** Knofla, Alaina <[aknofla@ci.stuart.fl.us](mailto:aknofla@ci.stuart.fl.us)>  
**Sent:** Friday, June 19, 2020 4:17:38 PM  
**To:** Russell Mackie <[rmackie@wasteprousa.com](mailto:rmackie@wasteprousa.com)>  
**Cc:** Coleman, Jeff <[jcoleman@ci.stuart.fl.us](mailto:jcoleman@ci.stuart.fl.us)>; Purchasing <[purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us)>  
**Subject:** Renewal of RFP #2018-202: Roll-Off Dumpster Services

Good afternoon,

The above mentioned contract is due to expire June 30, 2020, with three renewal options. Please complete the bottom portion of the renewal letter and return no later than June 24, 2020.

Kind regards,

*Alaina Knofla*  
*Procurement and Contracting Services*  
*Procurement Analyst*  
772-288-5320



# City of Stuart

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

Lenora Darden, CPPB  
Procurement Manager  
[purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us)

Telephone (772) 288-5308  
Fax: (772) 600-0134  
[www.cityofstuart.us](http://www.cityofstuart.us)

June 25, 2018

Via: Email transmission: [rmackie@wasteprousa.com](mailto:rmackie@wasteprousa.com)

Waste Pro of Florida, Inc.  
Attn: Mr. Russell Mackie, Regional VP  
4100 Selvitz Road  
Fort Pierce, FL 34981

RE: Notice of Award  
RFP No. 2018-202, Roll-Off Dumpster Services

Dear Mr. Mackie:

The Stuart City Manager awarded 2018-202, Roll-Off Dumpster Services, to your firm on June 22, 2018. Please consider this your formal notice of award.

Please find your contract and award documents posted on the City website:  
<http://www.cityofstuart.us/index.php/departments/procurement-contracting-services-division>.

Your contract is effective July 1, 2018. Your point of contact in Commercial Collections is Gino Profera, Team Leader, as specified in the contract documents.

The initial contract period will be for two years, effective July 1, 2018 through June 30, 2020, with three (one-year) renewal options. The City reserves the right to exercise the option to renew annually, if mutually agreed upon in writing by both parties subject to the same terms and conditions of the original agreement. Annual renewals shall be subject to the appropriation of funds, vendor's satisfactory performance and determination that the contract renewal is in the best interest of the City.

The pre-initiation of services meeting is scheduled on June 27, 2018 at 1:00 pm in the City Hall Annex, 300 SW St. Lucie Avenue, Stuart, Florida. Your firm will be provided the fully Executed Contract, Purchase Order, and Bid Bond for this project.

The City of Stuart looks forward to a mutually beneficial business relationship. If you have any questions, please feel free to contact me by email at [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us) or call me at (772) 288-5308.

Sincerely,

Lenora Darden  
Procurement Manager  
City of Stuart, Florida

c: Public Works Staff  
Darlene McLaughlin, [dmclaughlin@wasteprousa.com](mailto:dmclaughlin@wasteprousa.com)  
RFP 2018-202 Official File



# City of Stuart

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

Lenora Darden, CPPB  
Procurement Manager  
[ldarden@ci.stuart.fl.us](mailto:ldarden@ci.stuart.fl.us)

Telephone (772) 288-5308  
Fax: (772) 600-0134  
[www.cityofstuart.us](http://www.cityofstuart.us)

## MEMORANDUM

To: Louis J. Boglioli III, Acting City Manager  
From: Lenora Darden, Procurement Manager  
Date: June 22, 2018  
Subject: Award of RFP #2018-202, Roll Off Dumpster Services

In accordance with the City of Stuart Code of Ordinances, you have authority to award solicitations where the funds for the project have been appropriated by the City Commission through the annual budgeting process and where the vendor was selected in accordance with the City Procurement Ordinance.

The subject project was legally advertised in the Palm Beach Post on May 9, 2018. This solicitation was disseminated by DemandStar on-line, who notified (292) interested vendors. Out of (13) planholders, (3) responsive proposals was received by 2:30 pm on the RFP opening date, May 30, 2018.

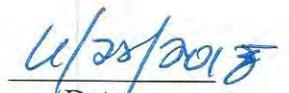
On June 14, 2018, City staff reviewed, evaluated, and scored the proposals and determined that it was in the City's best interest to award to Waste Pro of Florida, Inc.

Please review the attached documentation and signify below your determination of award, request for further information or recommended rejection of all proposals.

Should you have any questions or if I might be of further assistance please call me at ext. 5308 or contact me by email at [ldarden@ci.stuart.fl.us](mailto:ldarden@ci.stuart.fl.us).

- Award of RFP #2018-202: Roll Off Dumpster Services for the initial term of two (2) years effective July 1, 2018 upon approval, with three (3) additional 1-year periods; to Waste Pro of Florida, Inc. of Fort Pierce, Florida as proposed.
- Further information is required
- Recommend all proposals be rejected

  
Louis J. Boglioli III,  
Acting City Manager

  
Date



**STANDARD AGREEMENT  
BETWEEN CITY OF STUART AND CONTRACTOR  
FOR RFP# 2018-202, ROLL-OFF DUMPSTER SERVICES**

**CONTRACT FOR SERVICES**

THIS CONTRACT, hereinafter "Contract," made and entered into the 22<sup>ND</sup> day of June, 2018, by and between Waste Pro of Florida, Inc. (Corporate) 2101 West State Road 434, Longwood, FL 32779, hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

**I. PURPOSE OF CONTRACT**

City intends to enter into a contract with Contractor for provision of Roll-Off Dumpster Services by the Contractor and the payment for those services by City as set forth below.

**II. SCOPE OF SERVICES**

The Contractor shall provide Roll-Off Dumpster Services pursuant to this Contract as hereinafter provided. These services will include all labor, hauling, dumping and returning of Roll-Off containers and/or compactors, and services necessary to provide Roll-Off Dumpster Services on an as-needed basis.

**Section 1. Scope of Service**

Contractor shall work with City staff with regard to Roll-Off Dumpster Services on an as-needed basis. The services will be those customarily attendant to Roll-Off Dumpster Services on an as-needed basis. The detailed scope of services to be performed and schedule of fees for those services is described in Exhibit A & B (Contractor's response to RFP #2018-202 as accepted by the CITY) and Exhibit B (CITY's original Request For Proposals) incorporated herein.

**III. CONTRACT PROVISIONS**

**Section 1. Period of Service**

**1.1 Term of Contract**

The initial term of this contract shall be for a two (2) year period effective July 1, 2018 through June 30, 2020 with the option of three (3) additional one-year renewal periods, upon the mutual written agreement of the parties. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties not to exceed six (6) months.

The performance period of this contract may be extended upon mutual agreement between the Contractor and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for three (3) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed five (5) years. Prior to each annual renewal, the City may consider price adjustment(s) only when a written request is received a minimum of ninety (90) days prior to the renewal date for review by the City. Consideration of price increases will be given provided such escalations are justified, reasonable and acceptable to the City. All price increases must be documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

**1.2 Business Operations**

Unless otherwise directed by the Project Manager; or his designee, the Contractor shall insure that services as required are scheduled with the Representative or Delegate of the City between the hours of 7:00 AM and 5:00 PM; Monday through Friday, any exceptions must have prior approval by the City.

Upon approval by the Representative or Delegate of the City, the Contractor may cease operations of services during inclement weather conditions.

Contractor's employees furnished under this Contract will observe holidays as observed by the City. Contractor's employees will not work under this Contract on such holidays and no payment will be made by the City to Contractor for such holidays.

New Year's Day	Martin Luther King Day
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day & Day After	Christmas Day

## **Section 2. Compensation and Method of Payment**

### **2.1 Fee Schedule**

CITY will compensate Contractor for these Roll-Off Dumpster Services in accordance with Contractor's pricing schedule formalized in "Exhibit A-Price Proposal Form" to this Contract. Contractor's pricing schedule may be updated as specified in above.

### **2.2 Invoices**

Contractor shall submit invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and include, but not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City.

### **2.3 Payment by means of the City of Stuart VISA Purchasing Card (Pcard)**

Contractor acknowledges acceptance of purchasing VISA card. Therefore, all payments for services rendered shall be compensated within 10 days of invoice approval by the City. City shall not pay any service charges or fees for Pcard transactions.

## **Section 3. Guarantee**

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the City any damage caused during the work. Contractor further guarantees the successful performance of the work for the service intended. If the City deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both. The performance bond may also be used in the performance of the work.

## **Section 4. Audit**

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

## **Section 5. Contractor Responsibility**

### **5.1 Independent Contractor**

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

## **5.2 Non-Exclusive Contract**

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

## **5.3 Responsibility for Work**

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

## **5.4 Performance Bond**

Contractor shall furnish a performance bond with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent (100%) of the projected total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work as incorporated in Exhibit D.

## **5.5 Contractor's Records**

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

## **Section 6. Termination**

### **6.1 Termination for Convenience**

Either party upon a thirty (30) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

### **6.2 Termination for Cause**

The performance of the Contract may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the Contractor seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

### **6.3 Default**

In the event that the Contractor cannot respond adequately to the needs of the City, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability or replacement of personnel. If inability of placement of services in a timely manner is frequent, the City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

### **6.4 Performance Evaluation**

Throughout the contract period the Contractor(s) performance will be monitored by City staff. If Contractor performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Contractor receiving an unacceptable rating will be notified in writing. Contract termination shall be served by written notice by the Procurement Division.

## **Section 7. Obligations**

### **7.1 Project Managers**

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is:

Gino Profera, Commercial Collection Team  
Email: [gprofera@ci.stuart.fl.us](mailto:gprofera@ci.stuart.fl.us)  
Phone: 772-288-5336  
Fax: 772-781-7620  
Cell: 772-618-3211

The Key contact for services for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the Project is:

Darlene McLaughlin  
4100 Selvitz Road, Fort Pierce , FL 34981  
Email: [dmclaughlin@wasteprousa.com](mailto:dmclaughlin@wasteprousa.com)  
Phone: 772-595-9390  
Cell: 772-708-3279

The Project Manager for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the Project is:

Russell Mackie, Regional Vice President  
4100 Selvitz Road, Fort Pierce , FL 34981  
Phone: 772-370-3509 or 772-595-9390  
Email: [rmackie@wasteprousa.com](mailto:rmackie@wasteprousa.com)

## **Section 8. Persons Bound by Contract**

### **8.1 Parties to the Contract**

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

### **8.2 Assignment of Interest in Contract**

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

### **8.3 Other Entity Use**

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

### **8.4 Inspection**

The project will be inspected by the Project Manager for the City and will be rejected if it is not to conformity with the Agreement provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in writing that the work shall be ready for inspection on a definite date, at least three (3) calendar days thereafter, which shall be stated in such notice.

### **8.5 Rights and Benefits**

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

## **Section 9. Indemnification of City**

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

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

## **Section 10. Insurance.**

### **10.1. Requirements**

Contractor shall procure and maintain insurance, in the amounts noted in Item 5.2 of the Request for Proposal and included in "**Exhibit C**" of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in "**Exhibit C**" attached hereto.

### **10.2 Certificate of Insurance**

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

## **Section 11. Professional Standards**

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

## **Section 12. Non-Appropriation**

This Contract is deemed effective only to the extent of the annual appropriations available.

## **Section 13. General Conditions**

### **13.1 Venue in Martin County**

Jurisdiction a venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

### **13.2 Laws of Florida**

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

### **13.3 Attorney's Fees and Costs**

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the CITY in the enforcement of this

Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

### **13.4 Mediation as Condition Precedent to Litigation**

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

### **13.5 Contract Amendment**

The City reserves the right to delete, add or revise locations under this proposal at any time during the contract term when and where deemed necessary. If any locations are added or deleted from the contract, the rate quoted shall be used to determine the adjusted contract price.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

### **13.6 Contractual Authority**

**By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor,** and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

### **13.7 Sovereign Immunity**

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

## **Section 14. Public Records**

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or [PublicRecordsRequest@ci.stuart.fl.us](mailto:PublicRecordsRequest@ci.stuart.fl.us), City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.**

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action with F.S. 119.0701 the Contractor shall:

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

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

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

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

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

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

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

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

- The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
- At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

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

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

## **Section 15. Scrutinized Companies List**

Pursuant to Sections 287.135, 215.4725, and 215.473, of the Florida Statutes which prohibits agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria are prohibited from contracting for goods or services in any amount at the time of submitting to this RFP through the term of this contract, including renewals or extensions.

By signature of this agreement, Contractor certifies and attests that firm is not on any list, engaged in any business operations, or participates in activities as specified in this section. If firm is found negligent, contract shall be terminated; and submission of a false certification may subject firm to civil penalties, attorney's fees, and/or costs.

**Section 16. Exhibits**

The following Exhibits are attached to and made a part of this Contract:

“**Exhibit A**” - "Proposal as Submitted by Respondent and Accepted by City"

“**Exhibit B**” - “Original Request for Proposal as Issued by City, including all Addenda”

“**Exhibit C**” - "Insurance and Indemnification"

“**Exhibit D**” - "Performance Bond"

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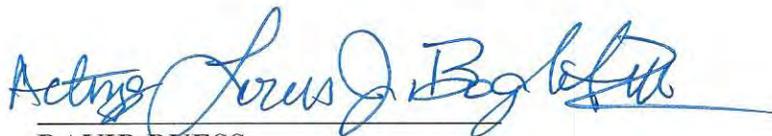
**Signatures are on following page**

IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

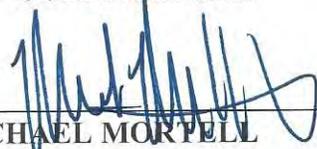
CITY OF STUART, FLORIDA

ATTEST:

  
MARY KINDEL  
CITY CLERK

  
DAVID BYESS  
INTERIM CITY MANAGER

APPROVED AS TO FORM  
AND CORRECTNESS:

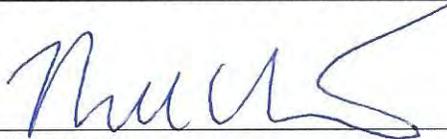
  
MICHAEL MORFELI  
CITY ATTORNEY

WITNESSES:

  
(Signature) Tim Bowers

  
(Signature) D. MCLAUGHLIN

CONTRACTOR / WASTE PRO OF FLORIDA, INC.

  
(Signature)

Russell Mackie  
Printed Name

Regional Vice President  
Title

**EXHIBIT A**

**“PROPOSAL AS SUBMITTED BY RESPONDENT AND ACCEPTED BY CITY”**



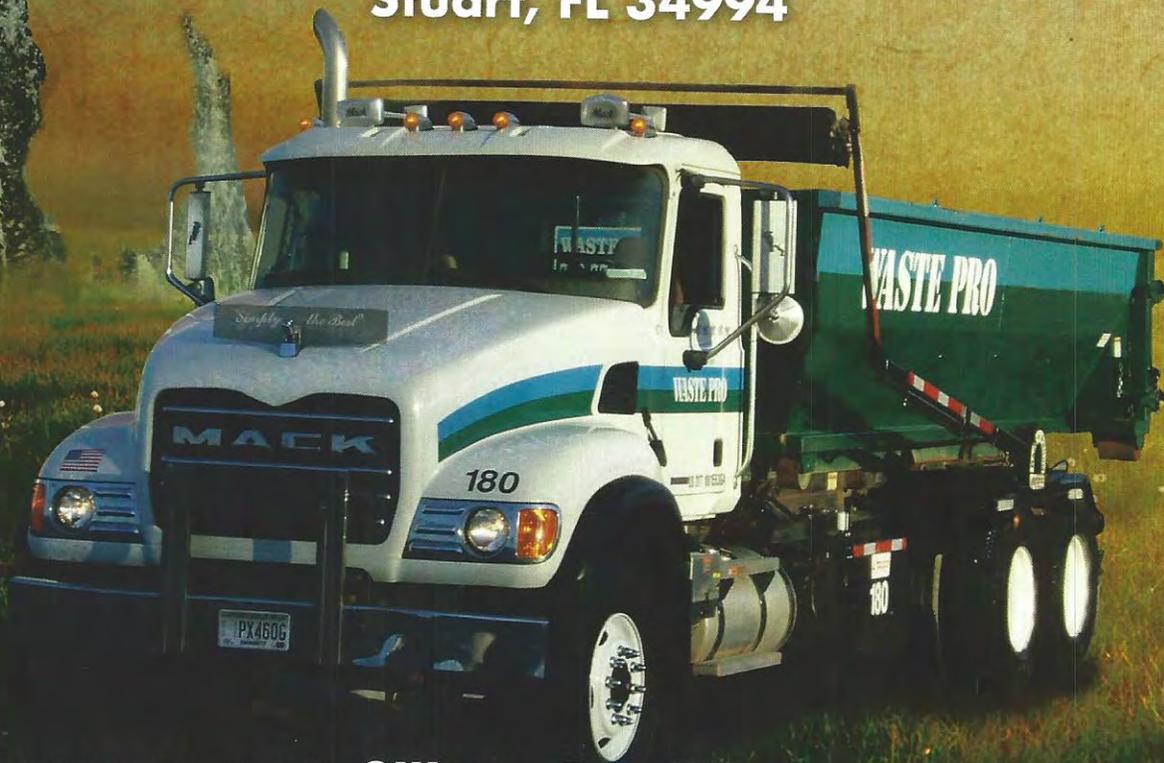
**City of Stuart, FL**

**ROLL-OFF DUMPSTER SERVICES**

**RFP No: 2018-202**

**May 30, 2018 @ 2:30 P.M.**

**Stuart City Hall, Procurement &  
Contracting Services Office,  
121 SW Flagler Avenue  
Stuart, FL 34994**



**wasteprousa.com | @Waste\_Pro\_USA**



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## **TAB 1: Letter of Transmittal**

May 23, 2018

Lenora Darden  
Procurement Manager  
Procurement & Contracting Services Office  
City Of Stuart  
121 S.W. Flagler Avenue  
Stuart, FL 34994

### **RE: RFP # 2018-202 Roll Off Dumpster Services**

Dear Ms. Darden:

Waste Pro of Florida, Inc. is pleased to have the opportunity to provide the enclosed proposal for roll off dumpster services. We have received and examined the RFP and are pleased to offer our services. Waste Pro of Florida, Inc. is a corporation organized under the laws of the State of Florida and is a wholly owned subsidiary of Waste Pro USA, Inc. We look forward to servicing the City of Stuart.

As you review our proposal and check our references, I feel confident in saying that you will find Waste Pro is uniquely qualified to handle Stuart's roll off collection service requirements. Municipal contracts are our area of expertise; this is our bread and butter. We have enclosed references and encourage you to contact these municipalities and ask their opinion of Waste Pro. We hold exclusive municipal solid waste and recycling franchises with 125 total Florida cities and counties. Most of these franchises include roll off dumpster service to municipal locations and commercial businesses. We are financially strong and ready to begin service on your contract.

Customer Service and Safety are each a number one priority. Our Martin County drivers are trained locally, not at an out of county location. They are trained on local major roads, intersections and disposal facilities. They are trained on local issues consisting of unique localized special events, contractual specifications, seasonality of congested roadway conditions and environmentally sensitive issues. Our employees are encouraged to "go the extra mile" with regards to servicing our customers. Waste Pro will not use subcontractors in the performance of this contract. All personnel will be company employees.

Waste Pro understands the importance of having a local presence. Our facility at 4100 Selvitz Road in Fort Pierce will serve as our operations center to provide service to the City of Stuart locations and businesses. Customer calls will be answered locally by a real person, not an automated attendant-resulting in a quicker response time. We also believe in being part of the community.

1



Waste Pro will contribute to and participate in local business and charitable organizations. All of this we do because we believe that we should be part of the communities that we service.

Our Key Contact for the City will be Darlene McLaughlin. Darlene, our local Division Manager, is experienced at new start up transitions and is located at our Fort Pierce operations facility. Darlene is available to assist the City 24/7 and can be reached on her cell phone at 772-708-3279 or the office phone at 772-595-9390. She can also be contacted by email at [dmclaughlin@wasteprousa.com](mailto:dmclaughlin@wasteprousa.com).

We have put forth a great deal of information in this proposal and are open to negotiate any and all items. There may be ways to save the City money without diminishing services. We would be happy to discuss those with you if we are selected as your vendor. We look forward to being your next partner and providing your residences and businesses with services that are the "Distinguishable Difference".

Waste Pro warrants that the requirements of this project, as described in the request for proposal, its enclosures and all addenda have been reviewed. We have conducted all necessary due diligence to confirm material facts upon which the proposal is based. Waste Pro will provide the services requested in the RFP, in compliance with the terms of the Agreement, for the rates (prices) submitted with our proposal. The proposal contents and rates and service fees are valid for a period of 180 days after the submission deadline. In the event that we are fortunate enough to be selected, I would sign the agreement, and I am always available if additional information is required. I am authorized to provide technical clarification regarding this proposal and to sign the final agreement.

Regards,

A handwritten signature in blue ink, appearing to read "Russell Mackie".

Russell Mackie  
Regional Vice President, Southeast Region

**POWER OF ATTORNEY**

This Power of Attorney made this 14 day of May 2018, I, John J. Jennings, CEO and President of Waste Pro of Florida, Inc., hereby appoint, Russell Mackie, to do, bind, and execute the following on behalf of Waste Pro of Florida, Inc.

1. Execute, bid, and deliver any documents related to the City of Stuart - RFP #2018-202 Roll-Off Dumpster Service.
2. This Power of Attorney is intended to grant broad powers to Russell Mackie to execute documents in this matter.

This Power of Attorney is to remain in full force and effect until written revocation by an officer of Waste Pro of Florida, Inc.

John J. Jennings  
SIGNATURE OF John J. Jennings  
CEO and President of Waste Pro of Florida, Inc.

5 / 14 / 18

Sworn to (or affirmed) and subscribed before me this 14 day of May 2018, by John J. Jennings.

Malenie  
(Signatory of Notary Public – State of Florida)



(Name of Notary Public)

Personally Known  or produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



## Tab 1: Qualifications and Knowledge

Waste Pro warrants that the requirements of this project, as described in the request for proposal, its enclosures and all addenda have been reviewed. We have conducted all necessary due diligence to confirm material facts upon which the proposal is based. Waste Pro will provide the services requested in the RFP, in compliance with the terms of the Agreement, for the rates (prices) submitted with our proposal. In the event that we are fortunate enough to be selected we will begin service on July 1, 2018. Our qualifications and knowledge to meet the requirements of this RFP will be explained in the following sections of this proposal section.

### 1. A Company Profile

#### 1. B Key Personnel

#### 1. C Organizational Chart

#### 1. D Practical Experience

#### 1. E Resources to Provide Services

#### 1. F Subcontractors

### 1. A Company Profile

WASTE PRO USA, INC. (Waste Pro) is headquartered in Longwood, Florida and is managed by the southeastern United States' most experienced team of waste professionals. Many years ago, we became known as a people company our employees and our customers worked hand-in-hand to create a WIN-WIN situation. We realized that our customers signed our paychecks and we would strive to satisfy our customer needs and wishes.



When John Jennings started his first waste collection company in 1973 he didn't think about how big his company could become – he knew only that his customers paid for a service and he wanted to provide the best service he could. He wanted to distinguish himself from the other companies. And he did! His business began to grow and expand. He started in Orange County, Florida in the residential business and soon expanded into the commercial business. In 1976, he expanded into Seminole County and in 1981 opened a site in St. Cloud in Osceola County. By 1983, he ventured into Volusia and then Flagler Counties. By 1992, the Jennings companies had expanded operations to include municipal consulting and sales. To more adequately describe the total services being offered by the group, John incorporated JENNINGS ENVIRONMENTAL SERVICES, INC. in March of 1992 and used this vehicle for expansions and acquisitions.

John Jennings met John Drury, then a Regional Vice President for BFI, in 1979. John Drury later became President of BFI and subsequently Chairman and CEO of USA Waste Services, Inc. (USA). As both companies grew, a professional friendship developed between the two men leading to the transaction in 1996 in which JENNINGS ENVIRONMENTAL SERVICES, INC. became the first tier subsidiary of USA and John Jennings headed up corporate activities for Florida and the Caribbean. JENNINGS and USA grew rapidly and, in fact, acquired Waste



Management, Inc. in July of 1998. Because Waste Management dwarfed USA in size the board of directors elected to change the USA name to Waste Management.

The Jennings Team is made up of people who prefer day-to-day contact with both our employees and our customers. Our philosophy is drastically different than the corporate bureaucratic make up of the big national companies. Our adherence and dedication to customer service differed from the dictates of a corporate national policy. Our preference to deal with local vendors was deemed unacceptable. Our personal touch with our employees and their families was thought to be old fashioned.

Fred Wood, Senior Vice President has been an integral part of the JENNINGS TEAM now for over twenty-five years. Fred has been involved in every aspect of the business and now in addition to his other duties is a Senior Vice President. Seventeen years ago Bob Hyres, Executive Vice President and Corporate Secretary, was added to our senior management team. Bob has been involved in the solid waste business in Florida since 1984. He has served as Chairman for the Florida Chapter of the National Solid Wastes Management Association. He is also the past Chairman of the Advisory Board for the Florida Center for Solid and Hazardous Wastes Study, a University of Florida research center and currently serves as a Board Member of SWANA.

Our entire team decided that we needed to sever our relationship with Waste Management and begin to offer our type of customer service relationships to all our customers. We left en mass in January 2000 and agreed to stay out of waste collection in North and Central Florida for one year. We decided to provide consulting; demolition, land clearing, and site work in Florida and began waste collection in Georgia and South Carolina and have now expanded into Alabama, Mississippi, Louisiana, North Carolina and Tennessee. As we grew, more key personnel joined the team including Cort Sabina CFO leading accounting and financial reporting, Ron Pecora Senior Vice President and Regional Vice Presidents Keith Banasiak, Tim Dolan, Russell Mackie, Ralph Mills and Bob tenHaaf.

Today we are proud to offer services from seventy-five (75) locations in nine (9) states including Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Waste Pro holds two hundred and thirty-five (235) exclusive City and County franchises. Waste Pro is currently contracted to provide solid waste and recycling services to over 2,000,000 residences and over 35,000 businesses. In addition, Waste Pro is now the largest recycling company in several of its locations including Atlanta, Birmingham, North Florida and Sarasota-Bradenton.

## 1. B Key Personnel

**Project Manager Russell Mackie-Regional Vice President**, Contact no. (772) 370-3509, 4100 Selvitz Rd., Fort Pierce FL 334981. His major focus for the Stuart contract will be:

- Overall Project Management
  - Oversight of all Company Operations with the City
  - Works with Waste Pro Division Manager to achieve maximum Customer satisfaction
  - Authorized Agent for the Company
- A. Seventeen (17) years with Waste Pro, Twenty-four (24) years overall solid waste and recycling collection industry





experience

**B. College/International Business and Finance**

C. Russell has worked in all areas of the solid waste and recycling industry beginning in maintenance with South Eastern Reclamation, Sales and Marketing with Delta Recycling Corporation and operations and management with Waste Pro. Russell is responsible for the development, start up and management of twenty (20) municipal contracts, which provide solid waste and recycling to over 285,000 homes, 7,500 businesses and generates annual revenues of over \$125,000,000. In addition, Russell coordinated the entire hurricane cleanup efforts in St. Lucie County for hurricanes Frances, Jeanne and Wilma. Russell has been the Project Manager on all municipal contracts the Waste Pro Southeast Region has launched.

**Division Manager-Darlene McLaughlin-** Contact no. (772) 708-3279, 4100 Selvitz Rd., Fort Pierce FL 34981. Her major focus for the Stuart contract will be:

- Oversees and manages all aspects of the hauling operations for the Waste Pro Division in Fort Pierce.
- Formulates, manages and monitors operating metrics while diagnosing and improving processes, procedures, operational and customer service performance.
- Participates in hiring, developing, coaching and disciplining of front line employees (drivers and supervisors).
- Assists with the development, implementation and coordination of Safety programs.
- Monitors routing information to minimize missed collections and customer complaints.



**A.** Has five (5) years with Waste Pro of Florida, Inc. and forty (40) years of experience in the collection, disposal, sales and management of solid waste and recycling services industry

**B. Waste Industry Training**

**C.** Darlene joined the Waste Pro team in April 2013 as the Division Manager of the Fort Pierce, Florida facility. In this position, in which she current serves, she oversees a facility spanning more than 7,440 sq. ft., and she supervises 118 employees who drive 62 trucks to service 90,000 residential and 1,800 commercial customers across St. Lucie County and in the Town of Orchid.

Some of Darlene’s accomplishments since joining the Waste Pro team are implementing a single stream recycling program and distributing carts to more than 90,000 residents in May 2014. She has also developed excellent relationships with key municipal officials in the St. Lucie County area. Her belief is that exceptional customer service is imperative.

Darlene is active in her community, serving on the Board of Keep Port St. Lucie Beautiful and volunteering with various organizations such as, the local chapter of The Boys and Girls Club, the St. Lucie Chamber of Commerce as well as her church. She and the Fort Pierce team also volunteer at the local Mustard Seed’s Thanksgiving event feeding up to 4,000 homeless people each year. All Waste Pro personnel assigned to work in Stuart will report to her.



**Assistant Division Manager-Adolfo Covelli**

Contact no. (772) 473-8785, 4100 Selvitz Road, Fort Pierce, FL 34981. Adolfo will be accountable for the daily evaluation of the truck and manpower needs for the Stuart collection contract and to ensure that all trash is picked up as scheduled and the routes are completed for the day. He will also perform the duties listed below.



- Directly responsible for the supervision of drivers and helpers and performance of daily operations. Greet drivers upon their arrival to the yard, ensuring that pre / post trips are conducted, talking with drivers / helpers to share key service, safety, and equipment issues. Plan routes, and address special needs for the day. Communicate daily with drivers and helpers making them part of the Waste Pro team.
- Follow the routes to ensure that Waste Pro provides a Distinguishably Different level of service to customers. Responds to dispatch calls or messages submitted via the Trac-Ez system. Address customer service requests, complaints and inquiries by speaking with the resident or leaving a notice in their absence. Monitor large piles or appliances to ensure they are handled accordingly. Check on and pick up late put outs or missed pick-ups. Talk to the driver to clarify any unique requirements and to make him/her aware of the situation for the same day's pickup. Interact with city government employees as needed.
- Perform route observations to ensure safety procedures are followed. Complete route observation reports and discuss observations with drivers and helpers including safety issues, customer calls, route cleanliness and truck appearance. Identify training needs and review with drivers. Maintain extra gloves/safety glasses, flyers, door hangers, pads, recycling bins and carts as applicable in vehicle.
- Review weekly demand / volume for routes, determine potential gains from re-routing, and recommend re-routes to the routing specialist.
- Share "Decision Driving" techniques and ensures that employees adhere to and are knowledgeable of Waste Pro service and safety guidelines.
- Drive or assist on routes to cover shortages or assist drivers/helpers who are behind normal schedule.

**A. Five (5) years with Waste Pro, Eleven (11) Years of Solid Waste and Recycling Industry Experience**

**B. Solid Waste and Recycling Industry related training.**

**C. In 2004, he moved to Florida and began his career in the solid waste industry serving national companies as Management Trainee, Route Supervisor and Operations Manager for their Palm Beach, Dade County and St. Lucie County markets.**

He joined the Waste Pro team in 2012 as the Operations Manager of Fort Pierce, Florida, overseeing the work of more than 118 employees within a 7,440 sq. ft. facility who drive 62 trucks to service more than 90,000 residential and 1,800 commercial customers across St. Lucie, Glades and Marin Counties as well as the Town of Orchid. Today, with more than 12 years of experience in the industry, he continues to serve in the same position, implementing internal procedures to ensure high levels of service to customers.



**Maintenance Director- William “Keith” Driggers**

Contact no. (772) 905-7567, 4100 Selvitz Road, Fort Pierce, FL 34981. His major focus for the Stuart contract will be:



- Maintains an ongoing preventive/corrective maintenance program which sets the standard for service excellence.
  - Education of driver responsibilities as it relates to DVIR's, operation of fleet vehicles, and basic CDL requirements.
  - Verifies implementation of required DOT, OSHA, EPA regulations and monitors conformance as required on an ongoing basis. Coordinates efforts with local Safety, Corporate Safety and Regional Maintenance Manager.
  - Maintains Fleet inventory/condition reporting, including out of service listing, matched to asset list.
  - Responsible for implementation/monitoring of all fleet maintenance activities (e.g. Pre/Post trip, safety lane, warranty recovery, tire standards, oil/lubricants, major component failure, and all new initiatives).
  - Evaluates equipment performance and recommends modifications and/or alternate vendors based on maintenance/costing information.
- A. Four (4) years with Waste Pro.
- B. Industry related training, Mechanical and Safety maintenance training.
- C. Before coming to Waste Pro, Keith was in the military for 5 years as a mechanic where he gained the rank as sergeant and was responsible 50 trucks. Once discharged, he worked for the department of defense as a maintenance contractor in the middle-east and Europe for 10 years.

**Regional Safety Manager-Andrew Van Boxel**-Contact no. (954) 445-9205, 4100 Selvitz Road, Fort Pierce, FL. Andrew is the Region Safety Manager who will work with Waste Pro personnel.

His major focus for the Stuart contract will be:



- His main job duties will be to conduct daily driver observations.
  - Assisting with weekly safety meetings and conducting new hire orientation
  - He will provide the following safety training to Waste Pro staff:
    - OSHA 511 General Industry certified,
    - HAZWOPER certified,
    - American Red Cross ,CPR/First Aid/AED certified instructor, completed FDOT, FEMA and the American Red Cross First Aid Training. He has extensive education in safe driving techniques.
    - He teaches the key principals for "Decision Driving" to all new hires. Andrew will insure that all drivers receive continual safety training throughout the contract with Stuart.
- A. **Seven (7)** Years with Waste Pro of Florida, Inc., seven (7) years of Waste Industry Experience.
- B. College Training Courses and FEMA incident command 100 and 700 training for emergency response.



C. Andrew has worked in most areas of solid waste management. He has extensive knowledge of Safety Practices and Safety Improvement. He has assisted Russell Mackie, Project Manager on most of contracts launched in Palm Beach and Broward Counties.

**Regional Billing Manager-Linda Madernini**-Contact no. (772) 216-3629, 4100 Selvitz Road, Fort Pierce, FL 34981. Linda is the Regional Billing Manager who will work with the City on billing matters.

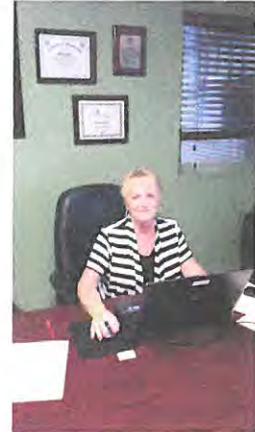
Her major focus for the Stuart contract will be:

- Insure all roll off billing invoices to the City are accurate
- Insure that all commercial cart accounts are set up in Waste Pro system and billing is correct.
- As Regional Billing Manager she will be directly responsible for supervising the Office Administrative Staff for billing, accounts receivable, collections, routing productivity and profitability.

A. **Thirteen (13)** Years with Waste Pro of Florida, Inc.

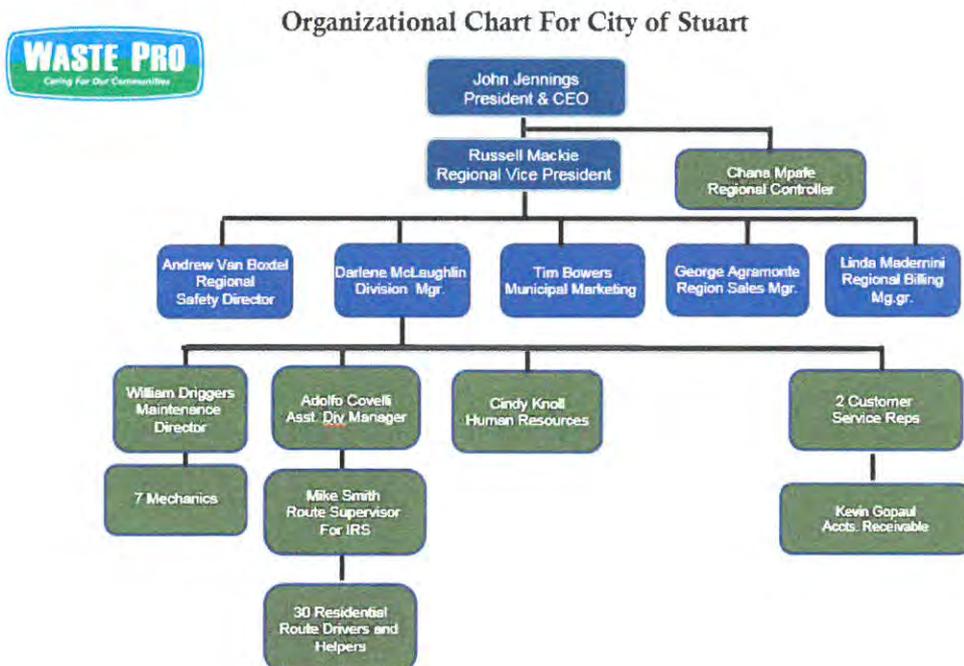
B. Bachelor's Degree in Science Sociology and Mathematics, Caldwell College, Caldwell NJ.

C. She has extensive experience in Contract Start-ups of all administration duties and data conversions. She has worked with Municipal staff employees during contract implementations, reconciliations and revenue recovery.



## 1. C Organizational Chart

All Local Contacts can be reached at Waste Pro's Ft. Pierce Office phone number 772-595-9390. Local contacts will also provide their cell phone number. Local Contacts will be located at Waste Pro-Fort Pierce office at 4100 Selvitz Road, Fort Pierce, FL. The Corporate Office is located in Longwood Florida, and the phone number is 407-869-8800.





## 1. D Practical Experience

### Southeast Florida Experience Municipal Qualifications

Waste Pro has had tremendous growth over the past decade. We have been awarded numerous awards and bids. We are an innovative company, having invested in many green/recycling programs and green technologies. As well as instant growth, Waste Pro has acquired well run, established waste and roll off firms throughout the Southeast.

Waste Pro is the fastest growing Solid Waste and Recycling Collection Company in Southeastern Florida and is nowhere more prevalent than in South Florida. From 2006-2017, Waste Pro has successfully transitioned Solid Waste and Commercial Roll Off collection services in nineteen (19) South Florida cities:

- |                              |   |                       |
|------------------------------|---|-----------------------|
| 1-City of Port St. Lucie     | 2-St. Lucie County                      | 3-Town of Orchid      |
| 4-Miramar                    | 5-West Park                             | 6-North Lauderdale    |
| 7-Pembroke Pines             | 8-Coral Springs                         | 9-Lauderhill          |
| 10-Lauderdale-By-The-Sea     | 11-Hillsboro Beach                      | 12-North Miami        |
| 13-Sweetwater                | 14-Biscayne Park                        | 15-Loxahatchee Groves |
| 16-Haverhill                 | 17-Broward County (Unincorporated Area) |                       |
| 18-West Palm Beach-Recycling | 19-Palm Beach County SWA-Area 1         |                       |

Many of these Cities are comparable in size and service requirements to Stuart. References and more transition details of these cities can be found in this RFP. Waste Pro has demonstrated its expertise in transitioning the services by formulating a comprehensive Transitions Plan necessary to accomplish successful transitions. Waste Pro will create a customized Transition Plan for Stuart and will provide the safest, most efficient services while protecting the health and welfare of its municipal locations and environment. A list of additional municipal contract details can be found in Tab 3: Past Performance in Similar Activities in Florida.

## 1. E Resources to Provide Services

### Financial Resources

Waste Pro is a financially stable company that has assets in excess of \$280 million and generated \$60 million in cash flow from operations in 2016. We have operated profitably since 2006 and are profitable thus far in 2018. We have approximately \$54 million of borrowing availability (with an additional capacity of \$1.4 million should the borrowing base expand) through our \$179 million revolving ABL credit facility led by Wells Fargo. We have the necessary financial resources to honor all requirements of the Stuart Roll-Off Dumpster RFP.

### Sales Resources-Account Visit/Surveys by Sales Staff

Prior to the start of the contract Waste Pro representatives will contact all roll off dumpster customers to inform them of the change in service companies. We will work with the business to customize a solid waste roll off pick up schedule and a container size that meets their needs. Service vehicles for this service will be existing roll off route trucks operating in St. Lucie County and surrounding area.



### **Driver Resources**

All potential employees are subject to our pre-employment screening process which includes a background check, MVR check, and pre-employment drug screening. All employees currently undergo comprehensive safety and operational training before beginning work in the City. The training will familiarize employees with their everyday job duties and standards of performance expected. Drivers will familiarize themselves with route layouts, collection requirements, and the type of equipment to be used. In addition, all Drivers will go through “Coaching the Refuse Driver” training as well as ongoing weekly safety meetings and quarterly continuing education safety training. All drivers and supervisory staff will be in company uniform and have proper identification.

### **Driver Safety Training Resources**

The management of Waste Pro is committed to providing employees with a safe and healthy work environment. Not only do we want employees to be safe but we want our municipal customers and the businesses to be free from worry about our trucks operating on their property and the roadways. Our drivers receive extensive safety training. We are doing the most we can to ensure public safety.

Waste Pro will provide and maintain all necessary collection vehicles and other miscellaneous equipment to perform roll off dumpster collection services in the City of Stuart. In addition, Waste Pro will have sufficient spare collection vehicles and related equipment on hand at all times to cover truck downtime or container replacement or delivery needs. All equipment proposed for the City of Stuart will be kept in an appearance and condition that is acceptable to the residents, business owners, and ultimately the contract administrator for the City.

### **Roll Off Collection Vehicles Resources**

All roll off collection vehicles will be painted in environmentally themed blue/green color scheme and will visibly display company name, phone number, and truck number. All collection vehicles will undergo routine preventative maintenance and will be washed once weekly to ensure they remain in a clean and sanitary condition.

#### ***Features of collection vehicles***

- Frontline Trucks will use Compressed Natural Gas Fuel
- All collection vehicles will be equipped with a spill kit, broom, dust pan, rake, and shovel to clean up any spillage that might occur during collection.
- All collection vehicles come equipped with 3<sup>rd</sup> Eye close circuit audio/video back up camera system for safe operation of vehicle. This system will also have GPS Bread crumb technology which will provide collection information to the City and Waste Pro.
- All collection vehicles hydraulic lines are double wrapped in an anti-wear synthetic protective armor to prevent hydraulic leaks and spills in your community.
- All collection vehicles meet or exceed the EPA requirements for “regenerative exhaust emission reduction” which directly improves air quality in your community.



- All collection vehicles have an oil purification system which enables us to change fluids less frequently and directly reduces our carbon footprint.
- All collection vehicles will be equipped with a radio communication device for direct contact with route supervisor and Waste Pro office.

### **Compressed Natural Gas Frontline Vehicles Resources**

Waste Pro proposes to use Compressed Natural Gas (CNG) frontline vehicles to serve the City of Stuart. Waste Pro has committed \$100 million to the conversion of a large portion of our corporate fleet of heavy-duty diesel fleet to clean, cost-efficient CNG power and developing the infrastructure to support them. We currently have a CNG fueling station located in Fordt Pierce.



John J. Jennings, President and CEO of Waste Pro USA explains our commitment to CNG, “We care about the communities we serve. Our future includes a continued commitment to solar powered facilities, residential and commercial recycling, landfill diversion, and clean air. This move will dramatically reduce emissions in our operating footprint and potentially provide fueling stations for the cities and counties we serve”.

### **Vehicle Maintenance Resources**

Maintenance of our equipment is of utmost importance to us. We equip our trucks with many extras that are not normally standard on trucks. Our trucks are equipped with the oil purifications system (OPS), an onboard oil recycler that increases the life of the motor oil, reducing the need for more oil changes, saving natural resources. Our hydraulic lines are specially wrapped with an abrasive resistant armoring to ensure that we eliminate oil spills on city streets.



Our preventative maintenance program is based on vehicle utilization by hours, and /or days. Prescribed service intervals may be performed earlier with proper documentation, but may never exceed required intervals.

As a part of the preventive maintenance program each driver is required to perform a “pre” and “post” vehicle inspection. Each inspection requires the use of a checklist reflecting specific operational checkpoints requiring detailed inspections. As a part of the pre-vehicle inspection, all deficiencies identified from the previous day post inspection are inspected and verified that required repairs have been made. Waste Pro maintains a “Lock Out: policy for any vehicle with pending repairs.

Strict record keeping must be in place to adhere to federal DOT guidelines and state guidelines. Based on the write ups that drivers perform daily, repair orders have to be filled out for every repair that is done to a specific truck. Mechanics write down in detail what was performed, as well as the time taken to do the work. All trucks have a work file in the maintenance department. All preventative maintenance work and repair orders are kept in the truck files. This method



provides an accurate history of the repairs and maintenance activities that have been performed on a truck over its useful life.

### **Truck Inventory Resources**

All of the trucks that will be used to service the residents of Stuart are included on the list located in Section 9.A Equipment Supplied by the Contractor of this proposal. Waste Pro of Fort Pierce, the facility that will serve Stuart, will have the advantage of calling on other neighboring Waste Pro facilities (Pompano Beach, West Palm Beach and Pembroke Pines) should there ever be a need of spare or additional vehicles in an emergency situation. A corporate fleet of 2,600 is also available to assist in case of a natural disaster.

### **Personnel Resources**

Waste Pro fully understands that we are only as good as the people that we put in position to service the municipalities in which we work. Waste Pro is committed to hiring the very best people available. We strive to create a positive work environment for our employees and provide numerous incentives to reward them for a job well done.

Waste Pro will be utilizing a number of key positions to service the City of Stuart. Should Waste Pro need to hire additional employees we will proactively recruit Stuart residents for open positions. All potential employees are subject to our pre-employment screening process which includes a background check, MVR check, and pre-employment drug screening.

Route drivers and collection personnel will familiarize themselves with route layouts, collection requirements, improper set-out notices, and equipment to be used. In addition, all collection personnel will go through “Coaching the Refuse Driver” training as well as ongoing weekly safety meetings and quarterly continuing education safety training. All collection personnel and supervisory staff will be in company uniform and have proper identification.

The proposed front line personnel to be used to service the City of Stuart is detailed in section 1. B Key Personnel of this proposal. In addition to the front line service personnel Waste Pro will be using these shared positions to serve the Stuart Community.

- 1-Heavy Mechanics
- 1-Full Time Supervisor
- 1-Dispatcher
- 1-Sale Representative
- 1-Customer Service Representative

### **1. F Subcontractors**

Waste Pro of Florida, Inc. will not be using subcontractors for the services required in this RFP 2018-202 for Dumpster Roll-Off Services.



## Tab 2. Task Approach Operational Plan

Waste Pro has compiled the following comprehensive **Operations Plan** for the City of Stuart to provide the safest, most efficient services while protecting the health and welfare of its residents businesses and environment. The plan is composed of six (6) major sections. Details of the sections below will be contained in the pages that follow.

### 2. A Collection Plan

### 2. B Transition Plan

### 2. C Customer Service Plan

### 2. D Quality Control Technologies to Support Supervisor

### 2. E Communication Plan

### 2. F Issue Escalation Plan

## 2. A COLLECTION PLAN

### Municipal Sites and Commercial Business Roll Off Open Top and Compactor Service

Municipal sites and Commercial businesses may receive garbage and rubbish collection via mechanical roll off compactors at the commercial site at a service schedule of their choosing. Restaurants, grocery stores and other commercial customers that generate significant quantities of garbage may receive up to six (6) times weekly service.



**Mechanical Roll-Off Dumpsters and Compactors-**All municipal and commercial solid waste collected in roll off open top or compactor dumpsters will be serviced by a CNG



highly efficient roll off truck with Galfab hoist. Container and compactor sizes available to commercial accounts will range from (10) ten cubic yards up to (40) forty cubic yards.

Prior to the start of the contract Waste Pro representatives will contact all municipal and commercial roll off customers to inform them of the change in service companies and verify container/compactor sizes and service levels. All municipal sites and commercial roll off customers will be serviced on mutually agreeable scheduled days. All roll off load collection containers will be rinsed clean and sprayed with a chemical disinfectant as needed at the City Sanitation Complex on Martin Luther King Boulevard.

All collections will be made between the hours of 7:00 a.m. and 5:00 p.m. and will be conducted in a manner which limits noise and disturbance. Drivers will be required to open and close all enclosures and locking mechanisms. Compactors will be available to lease or purchase and Waste Pro will service customer owned compactors. Waste Pro will work with commercial sites to establish the number of service days necessary to meet the customer's needs.



All roll off collection vehicles will have one CDL class A or B licensed driver. All collection personnel will be full time employees and will be in company uniform at all times. Employees are not released for duty until they have met all Waste Pro Way standards and a check list is signed off by the Division Manager ensuring that the employee understands the expectations and service level requirements. In addition, all collection personnel will receive comprehensive safety and operational training prior to working on vehicles.

**Standard Operating Procedures**

Waste Pro will haul, dump and return open top and compacted roll off containers as defined in the RFP. These units will be hauled to and dumped at the Martin County Landfill. Once the roll off container is pulled and dumped it will be taken to the City Sanitation Complex at 407 Martin Luther King Boulevard where the driver will rinse out and deodorize the container on the wash rack before returning it to the customer. After the cleaning is completed the driver will deliver the landfill tickets to the City Sanitation Department.

Waste Pro will provide to Staff the appropriate phone, fax, and email address for confirmation of containers needing service. Waste Pro will also provide the local contact and phone number of the Waste Pro Manager who has knowledge of the area and is responsible for resolving issues related to the day to day operations of the City scheduled work.

The Waste Pro route driver will return all landfill tickets and other documentation forms the containers pulled each day within 24 hours to the City Sanitation Department. Waste Pro will provide a list of equipment to be used in the City.

**Spare Vehicles**

Waste Pro will have spare roll off collection vehicles for each line of service located at our Fort Pierce Office operations center for immediate deployment should a route truck be taken out of service for mechanical issues.

**Collections Services for City Owned locations**

Waste Pro will provide collection for all City owned locations listed in the RFP. These services will be integrated into our daily route collections and we will utilize our City assigned truck fleet to service all solid waste sites. Waste Pro will work with the City to provide the necessary collection services and also coordinate for the special events.

**Disposal Facilities**

Waste Pro will deliver all solid waste materials generated and collected in Stuart to the designated Martin County Landfill as identified in the RFP.

**2. B TRANSITION PLAN**

A "Transition Team" will be assembled to complete all steps necessary for a successful start-up. A representative from each of Waste Pro's areas of responsibility will be deployed to this team. The team will meet weekly to discuss implementation tasks completed and progress on items not yet finalized. Waste Pro's lead representative will also meet with City Staff for regular progress updates. The lead



representative will also be in contact and work with the existing hauler to coordinate transition efforts.

As we near the startup deadline major community communications will be necessary. The action steps below will be initiated to provide effective customer notification.

**A flyer will be developed and delivered to businesses for educational purposes.** Two weeks prior to the start of the contract a post card will be mailed to each resident. This post card will notify them of changes in their service provider, provide telephone and website information for their use.



One week prior to the start of services, a sales rep will be deployed to go door-to-door and place hangers on each commercial roll off business. These hangers will detail collection times and procedures for service. Providing this notification will ease the transition for solid waste collection changes.

These communication steps have proven to make transitions run smoothly. By distributing multiple notifications, we are better able to canvas the City with information.

### Transition Successes

Waste Pro has grown over the last eleven years in South Florida mostly by acquiring new contracts and transitioning over 209 municipal and governmental contracts. Waste Pro's experience at transitioning communities is world class. Waste Pro sets a standard of bringing in new equipment, new vehicles, remodeling or creating of facilities, training of personnel, hiring of previous contractors employees and developing relations with municipal staff.

## 2. C CUSTOMER SERVICE PLAN

Waste Pro is committed to being the "Distinguishable Difference" in serving the City of Stuart. Our management and customer service teams are dedicated to customer service and we have a proven track record as our current customers and municipalities can attest. We strive to have zero complaints and treat each customer on an equal and fair basis.

All customer complaints, compliments and requests will be handled by our Customer Service staff in our Fort Pierce Customer Service Center.



Our Customer Service Staff is prepared to manage English and Spanish speaking customers. A non-toll telephone service line will be available for the City Staff and Roll Off customers to contact Waste Pro. The telephone service will be staffed from 8:00 a.m. to 5:00 p.m. Monday through Friday and 8:00a.m. To 2:00 p.m. on Saturday. Supervisory staff will be available 24 hours daily by cell phone.





Waste Pro is proactive in the education of our employees and we will provide them with the knowledge and tools to give the absolute best and most courteous service to your area.

### **Complaints, Missed Collection and Compliments Requests**

During regular business hours we always have “real people” to answer the telephones; we do not use automated or contracted services. After hours and on weekends and holidays we have our voice mail system with an emergency contact name and number for commercial roll off customers to activate. All calls left on our voice mail system are answered and recorded no later than 9:00 am the following business day. When we receive a call, no matter the nature, our customer service representatives will handle the call from start to finish. If the matter needs additional or special attention any of our management staff is available and happy to assist. We want to leave the customer feeling that their problem has been solved and that it will not recur. We welcome our customers to call or email us at any time for any concerns or suggestions they may have.

- All complaints, compliments or requests are logged into our computer system and attached to the customer account by our customer service reps.
- If the collection of any Commercial Service Unit is missed during the regular route collection, Waste Pro will ensure that the missed collection will be picked up on the same day if notification was received by Waste Pro from the City or business by 3:00 p.m. Any reported misses after 3:00 pm will be handled the next work day before 12:00 p.m., however, we always try to address and resolve issues of this nature on the same day.
- Waste Pro will be responsible for cleaning up any spilled waste materials or other refuse materials including leakage of fluids spilled from roll off containers, vehicles or employees.
- Our field supervisors are equipped with tablets and smart phones so that all communications are in real time. This system allows us to immediately resolve any concerns that our customers may have.

## **trac EZ.**

### **TRAC EZ-Waste Pro’s method to 100% complaint resolution within 24 hours**

*TRAC EZ* is an on-line web based system that was created and designed to help municipalities like Stuart and Waste Pro to provide greater control and communication services to their business and residents. Streamlining and offering “Real Time” communication gives all parties the ability to resolve complaints and requests for services in an organized, timely and cost saving manner.

All complaints, compliments or requests are logged into our **TRAC-EZ** system and attached to the customer’s account by our customer service reps. Any calls that come in when the local office is closed will be entered into **TRAC-EZ** within two hours after the office opens the next operating day.

- Because all parties have access to this online program, residents, business owners, Stuart staff and Waste Pro can access the information simultaneously to resolve issues or retrieve information. Additional benefits of this TRAC-EZ include:
- We provide this tracking system at no cost to the municipality through the <http://www.traceonline.com> website. This site allows the City Staff and Waste Pro



supervisors to track any issues from the time they are registered to the time they are resolved.

- Easy comparison of information by the day, week, month and year
- Limits the follow up telephone calls because all parties are using the system. No expensive equipment is necessary for implementation. Login to the website is all that needs to be done.
- Our system also allows us to add notes from the drivers such as “container blocked by car” or “container over loaded”.
- We track our customer service history and also have the ability to attach pictures to the customer’s account. The City would also have access to these photos.
- We can provide the City with customized reports for all issues and they will have full access to our tracking system through TRAC EZ.

## 2. D Quality Control Technologies To Support Supervisor

### Third Eye System-Cameras & GPS System



Waste Pro’s fleet of collection trucks spends most of its time on the road. Truck drivers need to know their routes so they can effectively navigate the streets, and run their routes efficiently and safely. This is where fleet tracking comes into play. With the combination of the **3<sup>rd</sup> Eye Camera System** and GPS tracking, vehicle monitoring for roll off trucks, will give both Waste Pro and the City the tools they need to properly serve the residents and businesses in Stuart.

GPS vehicle tracking for collection vehicles provides real-time and historical information, allowing the garbage business to maximize efficiency. This system also minimizes travel times between routes and collection centers, which reduces fuel costs and on-road travel times. The safety-conscious garbage/recycling company can monitor speeds and driver behavior helping to ensure neighborhood children are not at risk. The **3<sup>rd</sup> Eye Camera** system will allow drivers to take pictures of overloaded dumpsters and other service related issues and share this information to effectively resolve customer service issues.

Waste Pro has already implemented the **3<sup>rd</sup> Eye System** on all of its vehicles in St. Lucie County. The Stuart service vehicles would be equipped with this equipment and the residents and City staff would realize the benefits of this system. The program features are:

#### FEATURES

- Real-time view of fleet using any web enabled device: desktop, mobile device or tablet
- Historical views of trucks up to 6 months after routes/trips for residential, multifamily and commercial services
- Stores collection event date, time and latitude and longitude coordinates
- Bread Crumb trail replay of all historical routes
- Service verification; receive notifications of predetermined geo located customers
- Geo Locate service areas on the maps
- Series of Video Cameras mounted inside vehicle will provide HD video clips
- Dispatch a new vehicle when one is broken down
- Ensure that drivers are held accountable for their whereabouts while on the job



- Handle customer disputes with real-time information about where vehicles are
- Keep customers satisfied with prompt service and safe driving habits
- Send specialty vehicles to the right locations for large item pickups

Employees working for Waste Pro are now held accountable for each trip they take with scheduled stops and more efficient routes. Waste Pro has seen a higher level of customer service due to the GPS device's ability to confirm employee visits. The daily activities and tasks are entered into the GPS device, which includes unique software specifically designed for Waste Pro. This database includes scheduled routes with detailed maps and tasks entered for assigned vehicles.

Improved Customer Service is the bottom line. Waste Pro is better able to accurately predict arrival times for our customers resulting in satisfied customers. We will create a win-win situation for our municipalities and residents. Our customers are sure to have a favorable overall experience when doing business with our company.

## 2. E Communication Plan

### Truck -Nextels

All Waste Pro trucks are equipped with Nextel handheld units which facilitate immediate communication with the base customer service office. Waste Pro is convinced that excellent customer service to our customers is our biggest asset. When customers call our office with issues it is essential that we have immediate contact with the driver to meet customer needs.

### Field Supervisors Communication-Smart Phone, Tablets and Laptops

Our field supervisors are equipped with tablets, Nextel Units and/or Smart Phone devices so that all communications are in real time. This allows City Staff and Customer Service real time access to Field Supervisors to immediately resolve any concerns that our customers may have.

### Issue Management

trac EZ.

### TRAC EZ-Waste Pro's method to 100% complaint resolution tool

TRAC EZ is an on-line web based system that was created and designed to help municipalities like Stuart and Waste Pro to provide greater control and communication services to their residents. Streamlining and offering "Real Time" communication gives all parties the ability to resolve complaints and requests for services in an organized, timely and cost saving manner. See Customer Service Plan in this section of the proposal for more details

## 2. F Issue Escalation Plan

From time to time service issues will arise that need to be addressed. The Escalation Path for City of Stuart to address issues/problem with Waste Pro personnel is as follows:

1<sup>st</sup> -Contact-Mike Smith-Route Supervisor-Office at 4100 Selvitz Road, Ft. Pierce FL

2<sup>nd</sup> -Contact-Adolfo Covelli-Operations Manager-Office at 4100 Selvitz Road, Ft. Pierce FL

3<sup>rd</sup> -Contact-Darlene McLaughlin-Division Manager-Office at 4100 Selvitz Road, Ft. Pierce FL

4<sup>th</sup> -- Contact-Russell Mackie-Regional Vice President- Office at 4100 Selvitz Road, Ft. Pierce FL



5<sup>th</sup> - Contact Tim Herman-Chief Operating Officer-Corporate Office at 2101 West State Road 434, Longwood, FL

6<sup>th</sup> --Contact John Jennings-President and CEO-Corporate Office at 2101 West State Road 434, Longwood, FL

All Local Contacts can be reached at Waste Pro's Ft. Pierce Office phone number 772-595-9390. Local contacts will also provide the City with their cell phone number. Local Contacts will be located at Waste Pro-Fort Pierce office at 4100 Selvitz Road, Fort Pierce, FL. Corporate contacts can be reached at 407-869-8800



## TAB 3: Past Performance in Similar Activities in Florida

### Waste Pro of Florida, Inc.-Southeast Florida Region

The following listing is for Waste Pro's current exclusive municipal contracts in Southeast Florida that have experienced service transitions with Waste Pro in the past 6 years. Waste Pro can provide excellent references from these customers.

<u>Contract Name</u>	<u>Types of Service</u>	<u>Contact Person</u>
<b>Palm Beach County SWA Area 1</b>	Residential Garbage Residential Yard Waste Residential Recycling Commercial Front Load Commercial Roll Off	John Archambo Direct. Customer Relations Solid Waste Authority 7501 N. Jog Rd. West Palm Beach, FL 33412 Ph. 561/315-2010 Fax561/640-4000

Commercial Businesses: 1,800  
Annual Contract Amount \$10,000,000  
Date: 2008-Present

#### Town Loxahatchee Groves

Residential Garbage Residential Yard Waste Residential Recycling Commercial Roll-Off	William Underwood Town Manager Loxahatchee Groves 14579 Southern Blvd. Suite 2 Loxahatchee Groves, FL 33412 Ph. 561/793-2418 Fax561/793-2420
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Commercial Businesses: 65  
Annual Contract Amount: \$800,000  
Date: 2008-Present

#### City of Miramar

Residential Garbage Residential Yard Waste Residential Recycling Commercial Front Load Commercial Roll off	Michael Moore Assistant City Manager City of Miramar 2300 Civic Center Place Miramar, FL 33025 Ph. 954/602-3117
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Fax 954/602-3750

Commercial Businesses: 1,070  
Annual Contract Amount: \$11,000,000  
Date: 2011-Present

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**City of North Lauderdale**

Residential Garbage  
Residential Yard Waste  
Residential Recycling  
Commercial Front Load  
Commercial Roll off

Jack Brady  
City Mayor  
City North Lauderdale  
701 SW 71<sup>st</sup> Avenue  
North Lauderdale, FL 33027  
Ph. 954/444-3194  
Fax 954-720-2151

Commercial: 550  
Annual Contract Amount: \$1,400,000  
Date: 2012-Present

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**City of Pembroke Pines**

Residential Garbage  
Residential Yard Waste  
Residential Recycling  
Commercial Front Load  
Commercial Roll off  
Commercial Recycling

Frank Ortis  
Mayor.  
City of Pembroke Pines  
13975 Pembroke Rd.  
Pembroke Pines, FL 33027  
Ph. 954/224-4477

Commercial Businesses: 1,050  
Annual Contract Amount: \$13,000,000  
Date: 2013-Present

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**City of Coral Springs**

Residential Garbage  
Residential Yard Waste  
Residential Recycling  
Commercial Front Load  
Commercial Roll off  
Commercial Recycling

Peter Foye  
Solid Waste Contract Adm.  
City of Coral Springs  
9551 W. Sample Road  
Coral Springs, FL 33065  
Ph. 954/344-1165  
Fax: 954/344-5959

Commercial Businesses: 1,200  
Annual Contract Amount: \$10,000,000  
Date: 2014-Present

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**City of North Miami**

Residential Garbage  
Residential Yard Waste  
Residential Recycling  
Commercial Front Load  
Commercial Roll Off

Larry Spring  
City Manager  
City North Miami  
776 NE 125th Street  
North Miami, FL 33161



Ph. 786/256-1459

Commercial Businesses: 450  
Annual Contract Amount: 4,000,000  
Date: 2012-Present

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**City of Port St. Lucie**

Residential Garbage  
Residential Yard Waste  
Residential Recycling  
Commercial Front Load  
Commercial Roll Off

Carmen Capezutto  
MPA Project Manager  
Port St. Lucie  
450 SW Thornhill Dr.  
Port St. Lucie, FL 33905  
Ph. 772/871-5163  
Fax 772/871-5248

Commercial Businesses: 2,285  
Annual Contract Amount: \$19,000,000  
Date: 2009-Present

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**St. Lucie County**

Residential Garbage  
Residential Recycling  
Residential Yard Waste  
Commercial Front Load  
Commercial Roll Off

Ron Roberts  
Solid Waste Manager  
St. Lucie County  
2300 Virginia Avenue  
Fort Pierce, FL 34982  
Ph. 772/462-1827  
Fax 772/462-6987

Commercial Businesses: 385  
Annual Contract Amount: \$6,000,000  
Date: 2009-Present

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**PART V RFP SUBMITTALS**

**5.1 PRICE PROPOSAL FORM**

**ROLL-OFF DUMPSTER SERVICES:** Respondents are to make no changes to the table below and are to fill the table out completely. Values must be provided for all categories below and must represent the total cost for each service. No additional charges will be invoiced to or paid by the City of Stuart.

ITEM	DESCRIPTION	UNIT	PRICE
1	<b>Delivery of Open Top Containers:</b> Container deliveries of all sizes of open top roll-off containers located within the City	Per Delivery	\$ 60.00
2	<b>Delivery of Compacted Waste Containers:</b> These deliveries will be compacted waste units located within the City	Per Delivery	\$ 60.00
3	<b>Pull Charge for a 10 yard Open Top Container</b>	Pull Charge	\$ 160.00
4	<b>Pull Charge for a 20 yard Open Top Container</b>	Pull Charge	\$ 160.00
5	<b>Pull Charge for a 30 yard Open Top Container</b>	Pull Charge	\$ 160.00
6	<b>Pull Charge for a 40 yard Open Top Container</b>	Pull Charge	\$ 160.00
7	<b>Pull Charge for a Self-Contained Compactor Unit</b>	Pull Charge	\$ 160.00
8	<b>Pull Charge for a Receiver Box Compacted Unit</b>	Pull Charge	\$ 160.00
9	<b>Relocate:</b> All sizes open top containers	Relocate Charge	\$ 80.00
10	<b>Return Trip Charge:</b> Return trip for all sizes of containers	Return Trip Charge	\$ 80.00
11	<b>Rinse and Deodorize:</b> After dumping, the open top or compacted unit it will be brought back to the City Sanitation Department so that the driver can hose out the unit before returning it to the customer.	Charge Per Container	\$ 50.00
12	<b>Unloading of new container deliveries:</b> Unloading of new open top containers or compacted units purchased by the City for future use. They will be stored at the City Sanitation yard.	Charge Per Container	\$ 50.00
Preferred method of payment is by the City Purchasing Card (VISA). <b>DO YOU ACCEPT THE PURCHASING CARD (VISA)?</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			

**COMPANY NAME:** Waste Pro of Florida

The Respondent certifies that as a condition of bidding he will hold good his proposal prices for a minimum period of **ninety** (90) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the statement of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive and no further evaluation of the proposal will occur.

Addendum(s) # 1 through # 1 Respondent's Initials RM

  
(Signature)

Russell Mackie  
\_\_\_\_\_  
(Printed Name)

Waste Pro of Florida, Inc.  
\_\_\_\_\_  
Name of Company, Firm

Regional Vice President  
\_\_\_\_\_  
(Printed Title)

772-370-3509  
\_\_\_\_\_  
Telephone Number

772-464-6690  
\_\_\_\_\_  
Facsimile Number

rmackie@wasteprousa.com  
\_\_\_\_\_  
Email Address



## 5. Insurance

Waste Pro of Florida, Inc. agrees to obtain (prior to award) Insurance with coverages as detailed in Item 5.2 of the RFP 2018-202 Roll Off Dumpster Services. Waste Pro of Florida, Inc. will provide a certificate of insurance indicating that the firm has coverage in accordance with the requirements herein set forth to the City along with qualification data. Waste Pro will provide a properly completed Accord Form with the City named as an additional insured for all General Liability prior to entering into a contract. (See Attached).

No subcontractors will be used for this contract and no subcontractor insurance information will be submitted.

A handwritten signature in blue ink, appearing to read "Russell Mackie", is written over a horizontal line.

Russell Mackie  
Regional Vice President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323  105058554-All*-GAWU-17-18	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Waste Pro USA, Inc. 2101 W. SR 434, Suite #305 Longwood, FL 32779	<b>INSURER A :</b> Greenwich Insurance Company <b>NAIC #</b> 22322	
	<b>INSURER B :</b> XL Insurance America, Inc.      24554	
	<b>INSURER C :</b> North American Elite Insurance Company      29700	
	<b>INSURER D :</b> XL Specialty Insurance Company      37885	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** ATL-004821976-01      **REVISION NUMBER:** 1

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	<input checked="" type="checkbox"/> 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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GEC3001382	11/22/2017	11/22/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			RAE9437884 SIR: \$1,000,000	11/22/2017	11/22/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			UMB 2000589 01	11/22/2017	11/22/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	RWD300138 (AOS)	11/22/2017	11/22/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Workers Compensation			RWE9435497 (FL)	11/22/2017	11/22/2018	Employers Liability: \$ 1,000,000 SIR: \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: RFP # 2018-202 "Roll-Off Dumpster Services"  
 City of Stuart, its officers, board members, employees and agents is/are included as additional insured where required by written contract with respect to general liability and auto liability. General Liability is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

<b>CERTIFICATE HOLDER</b>  City of Stuart Attn: Risk Manager 121 SW Flagler Avenue Stuart, FL 34994	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA Inc.  Juan Hernandez <i>Juan Hernandez</i>

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.

<p><b>Named Insured:</b> WASTE PRO USA, INC.</p> <p><b>Endorsement Effective Date:</b> November 22, 2017</p>
--

### SCHEDULE

<p><b>Name Of Person(s) Or Organization(s):</b> Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.</p>
---

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.

**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
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
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 shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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**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
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



## ***TAB 6.A***

# ***Non-Collusion Statement***



## 6.A Non-Collusion Statement

May 12, 2018

Lenora Darden  
Procurement Manager  
City of Stuart  
121 SW Flagler Avenue  
Stuart, FL 34994

**RE: Non-Collusion Statement for RFP #2018-202 Roll Off Dumpster Service**

Dear Ms. Darden:

Waste Pro of Florida, Inc. certifies that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.

Signed

A handwritten signature in blue ink, appearing to read "Russell Mackie", is written over a horizontal line.

Russell Mackie  
Regional Vice President



## ***TAB 6.B***

# ***Non-Conflict of Interest Statement***



## 6.B Non-Conflict of Interest Statement

May 12, 2018

Lenora Darden  
Procurement Manager  
City of Stuart  
121 SW Flagler Avenue  
Stuart, FL 34994

**RE: Non-Conflict of Interest Statement for RFP # 2018-202 Roll Off Dumpster Services**

Dear Ms. Darden:

None of Waste Pro of Florida, Inc.'s officers, directors, agents or employees, or any relatives of an officer, director, agent or employee of Waste Pro of Florida, Inc. is an employee of the City of Stuart.

No City of Stuart employee or elected official owns, directly or indirectly, any interest in Waste Pro of Florida, Inc. or any of its subsidiaries or affiliates.

Waste Pro of Florida, Inc. employees do not have any relationships, professional, financial or otherwise with the City of Stuart, elected or appointed officials, its employees or agents, or any of its agencies or component units for the past five (5) years. Waste Pro of Florida, Inc. shall give the City of Stuart written notice of any other relationships, professional, financial or otherwise, that it enters into with the City of Stuart its elected or appointed officials, its employees or agents, or any of its agencies or component.

Signed

Russell Mackie  
Regional Vice President



## ***TAB 6.C***

# ***Authorized Personnel to Sign***



## 6. C Authorized Personnel to Sign

The following individuals are authorized to sign on behalf of Waste Pro of Florida, Inc.

Russell Mackie  
Regional Vice President  
Waste Pro of Florida, Inc.  
4100 Selvitz Road  
Fort Pierce, FL 34981  
Cell Phone: 772-370-3509  
Email Address: [rmackie@wasteprousa.com](mailto:rmackie@wasteprousa.com)

Darlene McLaughlin  
Division Manager  
Waste Pro of Florida, Inc.  
4100 Selvitz Road  
Fort Pierce, FL 34981  
Cell Phone: 772-708-3279  
Email Address: [dmclaughlin@wasteprousa.com](mailto:dmclaughlin@wasteprousa.com)

A handwritten signature in blue ink, appearing to read "Russell Mackie", is written over a horizontal line.

Russell Mackie  
Regional Vice President



## ***TAB 6.D***

# ***Acceptance of the Visa P-Card Statement***



## 6. D Acceptance of Visa P-Card Statement

Waste Pro of Florida, Inc. understands that the preferred method of payment is by means of the City of Stuart Purchasing Card (Visa). Waste Pro acknowledges acceptance of the purchasing Visa card and will accept all payments handled in this manner.

A handwritten signature in blue ink, appearing to read "Russell Mackie", is written over a horizontal line.

Russell Mackie  
Regional Vice President



## ***TAB 7.1***

# ***Audited Financial Statements for 2017***



WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS  
AND SUPPLEMENTAL SCHEDULES

WITH INDEPENDENT AUDITOR'S REPORT

December 31, 2017 and 2016

VESTAL & WILER  
CERTIFIED PUBLIC ACCOUNTANTS

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

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INDEPENDENT AUDITOR'S REPORT

Waste Pro of Florida, Inc. and Subsidiaries  
Longwood, Florida

We have audited the accompanying consolidated financial statements of Waste Pro of Florida, Inc. (a wholly-owned subsidiary of Waste Pro USA, Inc.) and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2017 and 2016, and the related consolidated statements of operations, changes in stockholder's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

**Management's Responsibility for the Consolidated Financial Statements**

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the accompanying consolidated financial statements referred to above present fairly, in all material respects, the financial position of Waste Pro of Florida, Inc. and Subsidiaries as of December 31, 2017 and 2016, and the results of their operations and their cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

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INDEPENDENT AUDITOR'S REPORT (Continued)

**Other Matter**

The accompanying consolidated financial statements have been prepared from the separate records maintained by Waste Pro of Florida, Inc. and may not necessarily be indicative of the conditions that would have existed or the results of operations if Waste Pro of Florida, Inc. had been operated as an unaffiliated company. Portions of certain income and expenses represent allocations made from home-office items applicable to the Company as a whole.

*Vestal & Wiles*  
Certified Public Accountants

March 23, 2018

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

December 31, 2017 and 2016

ASSETS

	2017	(Restated) 2016
CURRENT ASSETS:		
Cash	\$ 15,177	\$ 15,474
Accounts receivable - net allowance for doubtful accounts of \$991,383 and \$732,812	46,561,276	43,706,170
Other current assets	3,806,680	3,681,890
TOTAL CURRENT ASSETS	<u>50,383,133</u>	<u>47,403,534</u>
PROPERTY AND EQUIPMENT:		
Vehicles	289,160,147	262,587,021
Containers	117,221,922	107,298,436
Equipment	15,911,842	14,697,814
Land and buildings	34,904,942	31,322,620
Leasehold improvements	23,667,420	23,910,861
Furniture and fixtures	3,008,505	2,830,329
Construction in process	6,663,865	7,533,236
	<u>490,538,643</u>	<u>450,180,317</u>
Less: accumulated depreciation and amortization	272,786,684	231,244,619
PROPERTY AND EQUIPMENT - Net	<u>217,751,959</u>	<u>218,935,698</u>
OTHER ASSETS:		
Goodwill	6,297,671	6,297,671
Due from parent	3,584,976	-
TOTAL OTHER ASSETS	<u>9,882,647</u>	<u>6,297,671</u>
	<u>\$ 278,017,739</u>	<u>\$ 272,636,903</u>

(Continued)

See notes to consolidated financial statements.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

December 31, 2017 and 2016

LIABILITIES AND STOCKHOLDER'S EQUITY

	2017	(Restated) 2016
	<u>2017</u>	<u>2016</u>
<b>CURRENT LIABILITIES:</b>		
Current maturities of long-term debt	\$ 744,487	\$ 716,913
Accounts payable	12,701,635	13,762,180
Accrued liabilities	12,568,255	11,565,003
Deferred revenue	12,725,044	11,319,884
<b>TOTAL CURRENT LIABILITIES</b>	<u>38,739,421</u>	<u>37,363,980</u>
<b>OTHER LIABILITIES:</b>		
Long-term debt	190,554	935,041
Less: unamortized debt issuance costs	61,390	101,372
Long-term debt - net	<u>129,164</u>	<u>833,669</u>
Due to parent	-	16,500,262
Accrued capping, closure and post-closure costs	8,216,344	7,851,154
Deferred tax liabilities - net	32,241,000	46,020,000
<b>TOTAL OTHER LIABILITIES</b>	<u>40,586,508</u>	<u>71,205,085</u>
<b>COMMITMENTS AND CONTINGENCIES</b>		
<b>STOCKHOLDER'S EQUITY:</b>		
Common stock - \$0.01 par value; 10,000,000 shares authorized; 1,000 shares issued and outstanding	10	10
Additional paid-in capital	5,191,843	5,191,843
Retained earnings	193,499,957	158,875,985
<b>TOTAL STOCKHOLDER'S EQUITY</b>	<u>198,691,810</u>	<u>164,067,838</u>
	<u>\$ 278,017,739</u>	<u>\$ 272,636,903</u>

(Concluded)

See notes to consolidated financial statements.

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WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

For the Years Ended December 31, 2017 and 2016

	2017	(Restated) 2016
REVENUES	\$ 416,416,929	\$ 383,861,823
COSTS AND EXPENSES:		
Operating	299,863,236	274,483,189
General and administrative	29,617,795	29,116,562
Depreciation and amortization - property and equipment	41,733,984	37,717,647
TOTAL COSTS AND EXPENSES	371,215,015	341,317,398
INCOME FROM OPERATIONS	45,201,914	42,544,425
OTHER INCOME (EXPENSE):		
Other expense - net	(4,202)	-
Goodwill impairment loss	-	(439,144)
Interest expense	(18,198,174)	(16,852,329)
Gain (loss) on disposal of property and equipment	(626,904)	145,347
OTHER EXPENSE - Net	(18,829,280)	(17,146,126)
INCOME BEFORE PROVISION FOR INCOME TAXES	26,372,634	25,398,299
BENEFIT FROM (PROVISION FOR) INCOME TAXES	8,251,338	(6,445,142)
NET INCOME	\$ 34,623,972	\$ 18,953,157

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDER'S EQUITY

For the Years Ended December 31, 2017 and 2016

	<u>Common Stock</u>	<u>Additional Paid-In Capital</u>	<u>Retained Earnings</u>	<u>Total Stockholder's Equity</u>
BALANCE - January 1, 2016 (as previously reported)	\$ 10	\$ 5,191,843	\$ 149,065,084	\$ 154,256,937
Restatement adjustments (Note 2)	-	-	(9,142,256)	(9,142,256)
BALANCE - January 1, 2016 (as restated)	10	5,191,843	139,922,828	145,114,681
Net income (as restated)	-	-	18,953,157	18,953,157
BALANCE - December 31, 2016 (as restated)	10	5,191,843	158,875,985	164,067,838
Net income	-	-	34,623,972	34,623,972
BALANCE - December 31, 2017	<u>\$ 10</u>	<u>\$ 5,191,843</u>	<u>\$ 193,499,957</u>	<u>\$ 198,691,810</u>

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

For the Years Ended December 31, 2017 and 2016

	2017	(Restated) 2016
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net income	34,623,972	18,953,157
Adjustments to reconcile net income to net cash provided by operating activities:		
Provision for bad debt expense	787,024	313,177
Depreciation and amortization - property and equipment	41,733,984	37,717,647
Goodwill impairment loss	-	439,144
Amortization of debt issuance costs	39,982	58,242
Accretion of accrued capping, closure and post-closure costs	365,190	388,443
Gain (loss) on disposal of property and equipment	626,904	(145,347)
Deferred income taxes	(13,779,000)	1,181,000
Cash flows from changes in assets and liabilities:		
Accounts receivable	(3,642,130)	(3,162,517)
Other current assets	(124,790)	(256,705)
Accounts payable	(1,060,545)	2,665,184
Accrued liabilities	1,003,252	366,773
Deferred revenue	1,405,160	1,346,067
Net cash provided by operating activities	<u>61,979,003</u>	<u>59,864,265</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Purchases of property and equipment	(41,244,457)	(52,890,175)
Proceeds from sale of property and equipment	67,308	817,035
Net cash used in investing activities	<u>(41,177,149)</u>	<u>(52,073,140)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Principal payments on long-term debt	(716,913)	(690,361)
Payments due to parent - net	(20,085,238)	(7,211,017)
Net cash used in financing activities	<u>(20,802,151)</u>	<u>(7,901,378)</u>
NET DECREASE IN CASH	(297)	(110,253)
CASH - Beginning of year	15,474	125,727
CASH - End of year	<u>\$ 15,177</u>	<u>\$ 15,474</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Related party payable for income taxes	<u>\$ 5,527,662</u>	<u>\$ 5,264,142</u>
Cash paid for interest	<u>\$ 17,793,002</u>	<u>\$ 16,405,644</u>

See notes to consolidated financial statements.

## WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2017 and 2016

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#### NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

**Business** - Waste Pro of Florida, Inc. (a wholly-owned subsidiary of Waste Pro USA, Inc.) and Subsidiaries (the Company) are headquartered in Longwood, Florida and provide non-hazardous waste collection, transfer, recycling and disposal services in Florida.

**Consolidation** - The accompanying financial statements present the consolidated accounts of Waste Pro of Florida, Inc., and its wholly-owned subsidiaries CleanPro Enviro Solution, LLC (Cleanpro), Waste Pro Blountstown, LLC, Waste Pro Crestview, LLC, Waste Pro Defuniak Springs, LLC, Waste Pro Freeport, LLC, Waste Pro Lynn Haven, LLC, Waste Pro Panama City Beach, LLC, Waste Pro Southport, LLC, Waste Pro Ocala MRF, LLC and Waste Pro West Bay, LLC. All significant intra-entity transactions and balances have been eliminated.

**Common Stock** - The affairs of the Company are governed by the Articles of Incorporation, dated January 2, 2001 (the Articles). The Company is authorized to issue 10,000,000 shares of Common Stock with a stated par value of \$0.01 per share. The Board of Directors of the Company, from time to time, may elect to declare and pay dividends to shareholders.

The information included in the consolidated financial statements regarding provisions of the Articles provides only general information. Reference should be made to the Articles and other related documents for a complete description.

**Limited Liability Companies** - The LLC's are organized under the laws of the State of Florida and, barring certain events, will continue in existence indefinitely. Income is allocated to the members in proportion to their percentage interest. Losses are allocated first to the members in proportion to their respective capital account until the capital account is reduced to zero; second, the balance, if any, in proportion to their percentage interest. Interested parties should refer to the Operating Agreements for a more complete description of the LLC's.

**Use of Estimates** - The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**Cash** - Cash consists primarily of petty cash held by the Company. Waste Pro USA, Inc. (the Parent) maintains primarily all of the bank accounts used to fund and receive payments of the Company.

**Accounts Receivable** - Accounts receivable are recorded when invoices are issued and are presented in the consolidated balance sheets net of any allowance for doubtful accounts. Accounts receivable are written off when they are determined to be uncollectible. The allowance for doubtful accounts is estimated based on the Company's historical losses, the existing economic conditions in the industry, and the financial stability of its customers.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2017 and 2016

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**NOTE 1      SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

*Property and Equipment* - Property and equipment is stated at cost. Depreciation is provided for using the straight-line method over the estimated useful lives of the related assets, generally 3 to 39 years. The cost of leasehold improvements is being amortized over the lesser of the life of the improvements or the term of the lease. Expenditures for repairs and maintenance are charged to operations as incurred.

The cost of landfill airspace, including the original acquisition cost and incurred projected landfill construction costs, which are included in land and buildings in the accompanying consolidated balance sheets, are amortized over the capacity of the landfill based on a per unit basis as landfill airspace is consumed.

*Goodwill* - Goodwill is subject to at least an annual assessment for impairment. Goodwill impairment tests consist of a comparison of each reporting unit's fair value with its carrying value. The fair value of a reporting unit is an estimate of the amount for which the unit as a whole could be sold in a current transaction between willing parties. If the carrying value of a reporting unit exceeds its estimated fair value, goodwill is written down to its implied fair value. During the year ended December 31, 2017, the Company determined there was no impairment to goodwill based on the annual assessment. During the year ended December 31, 2016, the Company determined that goodwill was impaired and reduced the value by approximately \$314,000 based on the annual assessment.

*Deferred Revenue* - Certain customers and municipalities are billed in advance, generally on a quarterly basis, for the services to be rendered. Such amounts are accounted for as deferred revenue and are recognized as revenue over the period the services are provided.

*Debt Issuance Costs* - Debt issuance costs include costs to obtain debt. Debt issuance costs are amortized as interest expense using the straight-line method over the life of the applicable debt.

*Accrued Capping, Closure and Post-Closure Costs* - Accrued capping, closure and post-closure costs represent an estimate of the present value of the future obligation to be incurred associated with capping, closure and post-closure monitoring of landfills currently owned and operated by the Company.

*Revenue Recognition* - Revenues are generated from the fees charged for waste collection, transfer, disposal, and recycling and resource recovery services and the sale of recyclable commodities. The fees charged for our services are generally defined in our service agreements and vary based on contract-specific terms such as frequency of service, weight, volume and the general market factors influencing a region's rates. The fees charged for our services generally include our environmental fee, fuel surcharge and regulatory recovery fee, which are intended to pass through to customers. We generally recognize revenue as services are performed or products are delivered. For example, revenue typically is recognized as waste is collected, tons are received at our landfills or transfer stations, or recycling commodities are delivered.

## WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2017 and 2016

---

#### NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

*Advertising Costs* - Advertising costs are charged to operations as incurred. During the years ended December 31, 2017 and 2016, advertising charged to operations approximated \$1,040,000 and \$959,000, respectively.

*Income Taxes* - Income taxes are provided for the tax effects of transactions reported in the consolidated financial statements and consist of taxes currently due plus deferred taxes. Deferred taxes are recognized for differences between the basis of assets and liabilities for financial statements and income tax purposes.

The Company files its federal tax return as a member of a consolidated group and records its share of the consolidated federal tax liability. During the years ended December 31, 2017 and 2016, the Company's current tax expense of approximately \$5,528,000 and \$5,264,000, respectively, is included in Due from and Due to parent in the accompanying consolidated balance sheets. The liability represents the approximate amount due to the parent for the benefit the Company will receive on the consolidated federal tax return as a result of the losses generated by the Parent.

The Company complies with the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 740-10 *Accounting for Uncertainty in Income Taxes*. Under FASB ASC 740-10, the Company is required to evaluate each of its tax positions to determine if they more likely than not would not be sustained if the taxing authority examines the respective position. The Company has evaluated each of its tax positions and has determined that no additional provision or liability for uncertain income tax positions is necessary.

The Parent files income tax returns in the U.S. federal jurisdiction.

*Share-Based Compensation* - The Company accounts for share-based compensation in accordance with FASB ASC 718-10 *Compensation - Stock Compensation*. Compensation cost for all share-based payments is based on the estimated fair value at the date of grant using the Black Scholes options pricing model. Stock compensation was not material for the years ended December 31, 2017 and 2016.

*Assets Measured at Fair Value on a Recurring and Nonrecurring Basis* - The Company applies the provisions of FASB ASC 820 *Fair Value Measurements and Disclosures* to its recurring and nonrecurring non-financial measurements, which includes business combinations. Nonrecurring assets, including goodwill, are not measured at fair value on an ongoing basis but are subject to fair value adjustments in certain circumstances and on a periodic basis. In accordance with FASB ASC 820, the fair value of financial instruments is estimated based on market trading information, where available. Absent published market values for an instrument or other assets, management uses observable market data to arrive at its estimates of fair value.

Fair value is defined as an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or liability.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2017 and 2016

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

As a basis for considering such assumptions, FASB ASC 820 establishes a three level fair value hierarchy that prioritizes the inputs used to measure fair value.

The three levels of inputs used to measure fair value are as follows:

- Level 1 Quoted prices in active markets for identical assets or liabilities.
- Level 2 Observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets; quoted price for identical or similar assets and liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.
- Level 3 Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. This includes certain pricing models, discounted cash flow methodologies and similar techniques that use significant unobservable inputs.

The Company utilizes Level 3 inputs to value its goodwill, accrued capping, closure and post-closure costs, and contingent payments related to acquisitions. Goodwill is valued based on a multiple of earnings for similar public companies and recent acquisitions. Accrued capping, closure and post-closure costs are valued using recent estimates as prepared by third party engineers. Any contingent payments related to acquisitions are determined based on management's determination of the probability of the criteria related to the contingent payment being met. There have been no changes in the methodologies used at December 31, 2017 and 2016.

The following table summarizes the changes in fair value measurements using significant unobservable inputs for the years ended December 31, 2017 and 2016 measured on a recurring basis:

	Accrued capping closure and post-closure costs	(Restated) Goodwill	Total
Balance - January 1, 2016	\$ 7,462,711	\$ 6,736,815	\$ 14,199,526
Accretion expense	388,443	-	388,443
Impairment loss	-	(439,144)	(439,144)
Balance - December 31, 2016	7,851,154	6,297,671	14,148,825
Accretion expense	365,190	-	365,190
Balance - December 31, 2017	<u>\$ 8,216,344</u>	<u>\$ 6,297,671</u>	<u>\$ 14,514,015</u>

## WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2017 and 2016

---

#### NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

*Effect of Recent Accounting Pronouncements* - In May 2014, the FASB issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)*. This update provides a comprehensive new revenue recognition model that requires a company to recognize revenue to depict the transfer of goods or services to a customer at an amount that reflects the consideration it expects to receive in exchange for those goods or services. Additionally, this guidance expands related disclosure requirements. This ASU is effective for annual reporting periods beginning after December 15, 2018. Early application is permitted as of annual periods beginning after December 15, 2016. This update permits the use of either the retrospective or cumulative effect transition method. The Company is currently evaluating the impact this guidance will have on its consolidated financial statements, as well as the expected adoption method.

In November 2015, FASB issued ASU 2015-17, *Balance Sheet Classification of Deferred Taxes (Topic 740)*. This updated requires all deferred tax assets and liabilities, and any related valuation allowance, to be classified as noncurrent on the consolidated balance sheet. The ASU simplifies the current standard, which requires entities to separately present deferred tax assets and liabilities as current and noncurrent in a classified consolidated balance sheet. The ASU is effective for annual reporting periods beginning on or after December 15, 2017. Earlier application is permitted for all entities as of the beginning of an interim or annual reporting period. The Company has applied this standard for the year ended December 31, 2017 and to 2016 on a retrospective basis.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. This update requires organizations to recognize lease assets and lease liabilities on the consolidated balance sheet and also disclose key information about leasing arrangements. This ASU is effective for annual reporting periods beginning after December 15, 2019. The Company is currently evaluating the impact this guidance will have on its consolidated financial statements.

*Subsequent Events* - The Company has evaluated subsequent events through March 23, 2018, the date which the consolidated financial statements were available to be issued.

#### NOTE 2 RESTATEMENT ADJUSTMENTS

Additional information was discovered by the Company during 2017 related to previously reported amounts of goodwill. The Company determined that the carrying value of goodwill previously reported was greater than the fair value and goodwill impairment losses amounting to approximately \$9,142,000 should have been recorded in prior periods. The adjustments to goodwill resulted in a reduction in the net deferred tax liability of approximately \$3,527,000.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2017 and 2016

**NOTE 2      RESTATEMENT ADJUSTMENTS (Continued)**

The effects of the adjustments to the December 31, 2016 consolidated financial statements are as follows:

	As Originally Reported	Adjustments	As Restated
Balance Sheet			
Assets			
Goodwill	\$ 15,439,927	\$ (9,142,256)	\$ 6,297,671
Liabilities			
Deferred tax liabilities - net	49,547,000	(3,527,000)	46,020,000
Stockholder's Equity	<u>\$ 169,683,094</u>	<u>\$ (5,615,256)</u>	<u>\$ 164,067,838</u>
Statement of Operations			
Net income - 2016	15,426,157	3,527,000	18,953,157
Net loss - prior periods	149,065,084	(9,142,256)	139,922,828
	<u>\$ 164,491,241</u>	<u>\$ (5,615,256)</u>	<u>\$ 158,875,985</u>

**NOTE 3      LINE OF CREDIT HELD BY PARENT**

At December 31, 2017, the Parent and its subsidiaries (including the Company) have a \$179,000,000 revolving line of credit (the line) with various banks with an optional \$75,000,000 accordion feature. At December 31, 2016, the line included an additional FILO (first-in, last-out) revolving commitment (FILO) in the amount of \$2,700,000, which matured on April 15, 2017. The line is classified as long-term based on the terms of the agreement and the Company's intent and ability to refinance or maintain these borrowings on a long-term basis.

Interest on outstanding borrowings is payable at either the Base Rate or LIBOR as selected by the Company from time to time. The Base Rate equals the greater of the federal funds rate (0.55% at December 31, 2017) plus 0.5%, the LIBOR (0.77% at December 31, 2017) plus 1%, or the prime rate, plus an applicable margin ranging from 1.00% to 3.25%. LIBOR equals the LIBOR plus an applicable margin ranging from 2.00% to 4.25%. The Parent also pays a quarterly commitment fee ranging from 0.250% to 0.375%, based on the amount available to be borrowed. At December 31, 2017, the interest rate on the line was based on LIBOR plus an applicable margin of 2.50%. The line is collateralized by substantially all assets of the Parent and its subsidiaries (including the Company) and is reduced by all outstanding letters of credit.

The Parent records all amounts due on the line within its consolidated financial statements, which totaled \$108,899,633 as of December 31, 2017. Interest is allocated to the Company by the Parent based on the Parent's net investment in the Company. For the years ended December 31, 2017 and 2016, the majority of interest expense included within the accompanying consolidated statements of operations relates to the allocation of interest by the Parent.

## WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2017 and 2016

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#### NOTE 3 LINE OF CREDIT HELD BY PARENT (Continued)

At December 31, 2017, approximately \$55,700,000 was available to be borrowed on the line of credit, which does not include the optional accordion feature.

The line contains various restrictive covenants including certain financial covenants, measured monthly. On February 1, 2018, the line was amended to increase the borrowing limit to \$215,000,000, extend the maturity date to February 1, 2023 and waive existing violations of restrictive covenants.

#### NOTE 4 TERM LOAN HELD BY PARENT

At December 31, 2017 and 2016, the Parent and its subsidiaries (including the Company) have a \$400,000,000 term loan payable to various investors. An additional \$25,000,000 was borrowed in 2016 under the original terms of the term loan. The term loan also includes two optional \$25,000,000 accordion features. The interest rate on the term loan is the greater of 1.00% or LIBOR, plus 7.50%. Principal payments in the amount of \$1,062,500, plus accrued interest, are due by the Parent quarterly. At December 31, 2017, the term loan balance amounted to approximately \$413,000,000.

In January 2018, the term loan was paid in full by the Parent with proceeds from the issuance of \$500,000,000 of 5.50% Senior Notes, which are due in 2026. Interest on the Senior Notes is due by the Parent on February 15 and August 15 of each year, beginning on August 15, 2018.

#### NOTE 5 TAX-EXEMPT BONDS HELD BY PARENT

During 2017, the Parent and its subsidiaries (including the Company) borrowed \$50,000,000 of tax-exempt Industrial Revenue Bonds (IRB) including \$32,500,000 of Florida Development Finance Corporation Solid Waste Disposal Revenue Bonds (Waste Pro USA, Inc. Project) Series 2017 (Florida Bonds) and \$17,500,000 of Mississippi Business Finance Corporation Solid Waste Disposal Revenue Bond (Waste Pro USA, Inc. Project) Series 2017 (Mississippi Bonds) under their respective indentures dated August 1, 2017. The IRB's accrue interest at 5.00% per annum commencing August 16, 2017 through August 1, 2022, at which time they may be converted from a fixed rate to a variable rate. The Florida Bonds and Mississippi Bonds mature August 1, 2029 and February 1, 2036, respectively.

The IRB's, which are secured by revenues of the Parent and its subsidiaries (including the Company) and guaranteed jointly and severally, fully and unconditionally by certain of the Company's wholly-owned subsidiaries (including the Company), require interest payments on February 1 and August 1 of each year until maturity. Proceeds from the IRB's were used to finance or refinance certain costs relating to solid waste collection, organics and transfer, recycling and hauling facilities of the Parent and its subsidiaries (including the Company) and to pay certain costs of issuance. The Parent obtained standby letters of credit to guarantee repayment of the IRB's. The IRB's are included in installment notes payable in the Parent's 2017 consolidated balance sheet.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2017 and 2016

**NOTE 6 LONG-TERM DEBT**

At December 31, long-term debt consists of the following:

	<u>2017</u>	<u>2016</u>
Installment note payable to finance company; collateralized by certain equipment; interest at 3.78%; monthly principal and interest payments totaling \$63,918; contains certain restrictive covenants, which the Company was in compliance with as of December 31, 2017; due March 2019	\$ 935,041	\$ 1,651,954
Less: unamortized debt issuance costs	61,390	101,372
Less: current maturities	<u>744,487</u>	<u>716,913</u>
	<u>\$ 129,164</u>	<u>\$ 833,669</u>

At December 31, 2017, long-term debt matures as follows:

2018	\$ 744,487
2019	<u>190,554</u>
	<u>\$ 935,041</u>

**NOTE 7 INCOME TAXES**

For the years ended December 31, 2017 and 2016, the provision for income taxes consists of the following:

	<u>2017</u>	<u>2016</u>
Current tax expense	\$ 5,527,662	\$ 5,264,142
Deferred tax expense (benefit)	<u>(13,779,000)</u>	<u>1,181,000</u>
	<u>\$ (8,251,338)</u>	<u>\$ 6,445,142</u>

For the years ended December 31, 2017 and 2016, the tax provision differs from the expense that would result from applying statutory rates to income before income taxes primarily due to certain expenses not being deductible for income tax purposes.

At December 31, 2017 and 2016, the net deferred tax amounts included in the consolidated balance sheets consist of the following:

	<u>2017</u>	<u>2016</u>
Deferred tax assets	\$ 1,442,000	\$ 2,651,000
Deferred tax liabilities	<u>(33,683,000)</u>	<u>(48,671,000)</u>
Deferred tax liabilities - net	<u>\$ (32,241,000)</u>	<u>\$ (46,020,000)</u>

At December 31, 2017 and 2016, net deferred tax assets (liabilities) relate primarily to certain expenses and costs which are not deductible for tax purposes until paid including the allowance for doubtful accounts and the excess of depreciation and amortization (including goodwill) for tax purposes over financial statement depreciation and amortization.

## WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2017 and 2016

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#### NOTE 7 INCOME TAXES (Continued)

The Tax Cuts and Jobs Act (the Act) that was passed on December 22, 2017, will impact the Company's net income, earnings per share, and cash flows in future periods, due primarily to the reduction in the federal corporate tax rate from 35% to 21% effective for periods beginning January 1, 2018. Management currently estimates that the Company's federal effective income tax rate (tax rate) for 2018 will approximate 21% to 23%, compared with nearly 32% for 2017. Additionally, the 2017 income tax benefit was increased by approximately \$18,853,000 due to the remeasurement of the Company's net deferred tax liabilities at the federal tax rate of 21%. The aforementioned tax-related estimates may differ from actual results, possibly materially, due to changes in interpretations of the Act and assumptions made by the Company, as well as guidance that may be issued and actions the Company may take as a result of the Act.

#### NOTE 8 RELATED PARTY TRANSACTIONS

The Company receives substantially all funding from its Parent. In addition, the Parent performs certain administrative functions for the Company and allocates the related costs to the various entities owned by the Parent. At December 31, 2017 and 2016, the amounts due to parent included in the accompanying consolidated balance sheets primarily represent advances utilized to fund operations and the allocation of general and administrative costs incurred by the Parent. During the years ended December 31, 2017 and 2016, the allocation of administrative expenses incurred by the Parent approximated \$11,843,000 and \$11,562,000, respectively, which is included in general and administrative expenses in the accompanying consolidated statements of operations.

See Note 1, Note 2, Note 3 and Note 9 for additional related party disclosures.

#### NOTE 9 COMMITMENTS AND CONTINGENCIES

*Leases* - The Company leases certain offices and equipment under month-to-month and noncancelable operating lease agreements with unrelated third parties expiring through November 2027. The Company is also obligated under facility lease agreements with certain related parties expiring through December 2025.

For the years ended December 31, 2017 and 2016, total rent expense charged to operations approximated \$3,610,000 and \$3,552,000, respectively. Rent expense for related party lease agreements totaled approximately \$1,476,000 and \$1,286,000 during 2017 and 2016, respectively.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES  
 NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2017 and 2016

NOTE 9 COMMITMENTS AND CONTINGENCIES (Continued)

At December 31, 2017, future minimum lease payments required under the noncancelable operating leases are as follows:

	Related	Unrelated
2018	\$ 1,336,000	\$ 1,398,000
2019	1,157,000	994,000
2020	1,157,000	938,000
2021	1,213,000	965,000
2022	1,119,000	577,000
Thereafter	3,017,000	2,673,000
	<u>\$ 8,999,000</u>	<u>\$ 7,545,000</u>

*Insurance* - The Company participates in the Parent's workers compensation and auto insurance coverage, which is provided under partially self-insured policies from an independent third party. The Company receives an allocation of expense from the Parent based on the claims and premium incurred, which is included in operating expenses. The Company believes the total amount allocated during the years ended December 31, 2017 and 2016 of approximately \$11,800,000 and \$11,011,000, respectively, is adequate to provide for the final disposition of such claims and premiums.

*Health Insurance* - The Company participates in the Parent's health insurance policy, which is provided under a partially self-funded employee welfare benefit plan managed by an independent third party. The Company receives an allocation of expense from the Parent based on the claims and premiums incurred, which is included in operating expenses.

The Company believes the amount allocated during the years ended December 31, 2017 and 2016 of approximately \$4,277,000 and \$4,457,000, respectively, is adequate to provide for the final disposition of such claims and premiums.

*Legal* - The Company is involved in various lawsuits in the normal course of business. As of December 31, 2017, management cannot predict the outcome of the lawsuits or estimate the amount of any loss that may result. Accordingly, no provision for any contingent liabilities that may result has been made in the consolidated financial statements. Management believes that losses resulting from these matters, if any, would not have a material effect on the financial position of the Company.

*Purchase Commitments* - As of December 31, 2017, the Company has made commitments to purchase vehicles and equipment totaling approximately \$15,100,000.

NOTE 10 EMPLOYEE RETIREMENT PLAN

The Parent sponsors a 401(k) plan covering substantially all full-time employees meeting certain minimum age and length of service requirements. Employee contributions are voluntary and employer matching contributions are based on 50% of employee contributions up to 4% of compensation. For the years ended December 31, 2017 and 2016, the Company contributed approximately \$650,000 and \$520,000, respectively, to the plan.

SUPPLEMENTAL SCHEDULES

INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTAL SCHEDULES

Waste Pro of Florida, Inc. and Subsidiaries  
Longwood, Florida

We have audited the consolidated financial statements of Waste Pro of Florida, Inc. (a wholly-owned subsidiary of Waste Pro USA, Inc.) and Subsidiaries as of and for the years ended December 31, 2017 and 2016, and our report thereon dated March 23, 2018, which expressed an unmodified opinion on those consolidated financial statements, appears on pages 1 and 2. Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The Schedules of Operating Expenses and General and Administrative Expenses for the years ended December 31, 2017 and 2016 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

March 23, 2018

*Vestal & Wiler*  
Certified Public Accountants

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WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

CONSOLIDATED SCHEDULES OF OPERATING EXPENSES

For the Years Ended December 31, 2017 and 2016

	2017	2016
Payroll and payroll taxes	\$ 89,786,352	\$ 85,006,512
Disposal costs	82,444,483	76,075,832
Vehicle operating costs	36,610,695	32,431,129
Repairs and maintenance	25,297,959	21,673,122
Insurance	21,486,335	17,946,121
Franchise fees	16,864,066	16,153,746
Subcontract trucking	6,738,600	5,922,644
Contract labor	6,355,720	5,255,133
Recycling material	4,894,425	3,928,519
Rent	3,156,683	3,179,525
Utilities	1,864,784	1,674,147
Bond fees	778,640	802,474
Start-up costs	590,121	1,171,754
Retirement plan contributions	572,035	457,408
Uniforms	548,351	725,451
Telephone	521,076	620,948
Property damage	472,261	634,536
Equipment rental	395,872	310,431
Travel	204,304	204,772
Municipal fees	157,120	183,295
Sanitation supplies	63,712	42,750
Licenses and permits	59,642	82,940
	<u>\$ 299,863,236</u>	<u>\$ 274,483,189</u>

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See independent auditor's report on supplemental schedules.

WASTE PRO OF FLORIDA, INC. AND SUBSIDIARIES

CONSOLIDATED SCHEDULES OF GENERAL AND ADMINISTRATIVE EXPENSES

For the Years Ended December 31, 2017 and 2016

	2017	2016
Corporate allocation	\$ 11,842,790	\$ 11,562,478
Payroll and payroll taxes	8,006,698	8,166,838
Professional fees	1,600,562	1,756,234
Bank charges	1,314,171	1,245,635
Taxes, other than income	1,268,636	1,338,044
Advertising	1,040,166	958,737
Bad debts	787,024	313,177
Telephone	756,011	637,681
Postage	605,979	626,125
Training	605,295	579,064
Travel	552,670	473,082
Insurance	394,074	421,751
Office supplies	343,987	345,302
Office temporary labor	100,219	323,738
Dues and subscriptions	97,504	111,398
Computer expense	82,549	85,866
Retirement plan contributions	78,124	63,057
Relocation	57,504	14,207
Rent	57,314	61,919
Repairs and maintenance	15,858	14,056
Collections	10,660	18,173
	<u>\$ 29,617,795</u>	<u>\$ 29,116,562</u>

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See independent auditor's report on supplemental schedules.



### 8. Acknowledgement of Addenda Form

Listed below the dates of issue for each addendum received in connection with this Solicitation RFP # 2018-202 Roll- off Dumpster Service.

Addendum # 1      Date: May 16, 2018      Received By: Tim Bowers 

Addendum \_\_\_\_\_ Date: \_\_\_\_\_ Received By: \_\_\_\_\_



# City of Stuart

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

Lenora Darden, CPPB  
Procurement Manager  
[purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us)

Telephone (772) 288-5308  
Fax: (772) 600-1202  
[www.cityofstuart.us](http://www.cityofstuart.us)

Date: May 16, 2018  
To: All Prospective Proposers  
Subj: Addendum #1 to RFP# 2018-202, Roll-Off Dumpster Services

## ADDENDUM #1

The purpose of this addendum is to respond to questions submitted by potential proposers for clarification of the RFP as follows:

- Question:** Can the City provide an estimated number of monthly pulls for each of the four container categories (10 yd., 20yd., 30 yd., 40 yd.)?

**Answer:** The City does an estimated average of 15 pulls per month on all open top roll-off containers. The majority of our monthly open top service requests are for 20yd open tops.
- Question:** Please provide current rates for the services listed on RFP page 5 Part V RFP Submittals Price Proposal Form?

**Answer:** The current pricing is provided on the City website, under current City contracts: <http://www.cityofstuart.us/index.php/departments/procurement-contracting-services-division>.

### All other terms and conditions of this RFP remain unchanged.

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

Lenora Darden, CPPB  
Procurement Manager

Acknowledgement is hereby made of Addendum #1 to RFP# 2018-202, Roll-Off Dumpster Services.

Signature

5/16/2018  
Date

Firm

65  
  
Email Address

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## ***TAB 9.A***

# ***Equipment Information***



**9.A Equipment Supplied by Contractor for Use in Stuart**

NO	CHASSIS/BODY	TYPE	VIN #	TAG #
118	2001 MACK RD688S GALBREATH	ROLLOFF	1M2P267C31M060565	N9688X 72000
141	2003 MACK CV713 GALBREATH	ROLLOFF	1M2AG11CX3M005309	N9718X 71999
155	2017 PETERBILT 567 GALBREATH-CNG	ROLLOFF	1NPCLH0XXHD371275	N3819X 66000
167	2005 KENWORTH W900 PALFINGER	ROLLOFF	1NKDL00X05J113081	N9437R 64750
169	2005 MACK CV713 GALBREATH	ROLLOFF	1M2AG11CX5M027409	N5032W 71999
196	2007 MACK CTP713B GALBREATH	ROLLOFF	1M2AT13C07M002191	N9720X 71999
214	2007 MACK CTP713B GALBREATH	ROLLOFF	1M2AT13C87M002200	N3867X 71999

**5.5 EQUIPMENT SUPPLIED BY CONTRACTOR**

ITEM	QTY	DESCRIPTION	MANUFACTURER
1		See Attached Equipment List in Section 9.A of this proposal	
2			
3			
4			
5			

**5.6 PROPOSAL CHECKLIST FORM**

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

- 1. Letter of Transmittal Yes  No
- 2. Acknowledgment of addendum & submission with RFP Yes  No
- 3. Proposal Form & equipment Information Yes  No
- 4. Proof that Firm name is registered with their State of Origin Yes  No
- 5. Submit a copy of all Licenses, Certificates, Registrations, Permits etc. Yes  No
- 6. Submit 10% bond guarantee, if total exceeds \$50,000 Yes  No
- 7. Submit any data in reference to Contract Performance Yes  No
- 8. Evidence of Insurance Yes  No
- 9. Reference Form Yes  No
- 10. Subcontractors Form Yes  No
- 11. Additional Data is submitted (Optional) Yes  No
- 12. Total of Five (5) sets (one (1) original and four (4) copies are submitted) Yes  No

**RFP # 2018-202**

*(to be submitted with RFP response)*

**COMPANY NAME:** Waste Pro of Florida, Inc.

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## ***TAB 9.B***

# ***Proof of Firm Name***

# *State of Florida*

## *Department of State*

I certify from the records of this office that WASTE PRO OF FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on January 5, 2001.

The document number of this corporation is P01000003611.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on January 9, 2018, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Ninth day of January, 2018*



*Ken DeFoner*  
*Secretary of State*

Tracking Number: CC5034673875

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

## Detail by Entity Name

Florida Profit Corporation  
WASTE PRO OF FLORIDA, INC.

### Filing Information

**Document Number** P01000003611  
**FEI/EIN Number** 59-3701785  
**Date Filed** 01/05/2001  
**State** FL  
**Status** ACTIVE

### Principal Address

2101 W SR 434  
3rd FLOOR  
LONGWOOD, FL 32779

Changed: 01/16/2017

### Mailing Address

2101 W SR 434  
3rd FLOOR  
LONGWOOD, FL 32779

Changed: 01/16/2017

### Registered Agent Name & Address

VELEZ, MALENIE  
2101 W SR 434  
3rd FLOOR  
LONGWOOD, FL 32779

Name Changed: 07/11/2016

Address Changed: 01/09/2018

### Officer/Director Detail

#### **Name & Address**

Title CEO

JENNINGS, JOHN J  
2101 W SR 434  
3rd FLOOR  
LONGWOOD, FL 32779

72

Title CFO, EVP

SABINA, CORT  
 2101 W SR 434  
 3rd FLOOR  
 LONGWOOD, FL 32779

Title Secretary

Jennings, Sean Michael  
 2101 W SR 434  
 3rd FLOOR  
 LONGWOOD, FL 32779

**Annual Reports**

Report Year	Filed Date
2016	01/11/2016
2017	01/16/2017
2018	01/09/2018

**Document Images**

<a href="#">01/09/2018 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/16/2017 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">08/23/2016 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">07/11/2016 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/11/2016 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/26/2015 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/24/2014 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/08/2014 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/16/2013 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/11/2012 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/25/2011 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/03/2010 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/14/2009 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/21/2008 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/19/2007 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/01/2006 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/28/2005 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/22/2004 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/05/2003 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/02/2002 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/05/2001 -- Domestic Profit</a>	View image in PDF format



# ***TAB 9.C***

## ***Licenses and Permits***

**BUSINESS TAX RECEIPT**

Honorable Ruth Pietruszewski CFC, Tax Collector  
3485 S.E. Willoughby Blvd., Stuart, FL 34994  
(772) 288-5604

Phone (772)595-9390 Sic No 562111  
Location 4100 SELVITZ RD FP

Prev Yr	\$ .00	Lic Fee	\$26.25
	\$ .00	Penalty	\$ .00
	\$ .00	Coll-Fee	\$ .00
	\$ .00	Transfer	\$ .00
<b>TOTAL</b>	<b>\$26.25</b>		

Has satisfied requirements to engage in the business, profession or occupation of **WASTE HAULERS MOBILE** at location listed for the period beginning on the **08 Day of AUGUST** AND ENDING SEPTEMBER 30 2018

JENNINGS, JOHN J.  
WASTE PRO OF FLORIDA, INC  
4100 SELVITZ ROAD  
FORT PIERCE, FL 34981



805 2016 08421.0001 PAID

**MARTIN COUNTY ORIGINAL BUSINESS TAX RECEIPT**

Honorable Ruth Pietruszewski CFC, Tax Collector  
3485 S.E. Willoughby Blvd., Stuart, FL 34994  
(772) 288-5604

Account 2003-275-0400 Cert  
Phone (772)595-9390 Sic No 562111  
Location 4100 SELVITZ RD FP

Prev Yr	\$ .00	Lic Fee	\$26.25
	\$ .00	Penalty	\$ .00
	\$ .00	Coll-Fee	\$ .00
	\$ .00	Transfer	\$ .00
<b>TOTAL</b>	<b>\$26.25</b>		

Has satisfied requirements to engage in the business, profession or occupation of **WASTE HAULERS MOBILE** at location listed for the period beginning on the **21 Day of SEPTEMBER** AND ENDING SEPTEMBER 30 2017

JENNINGS, JOHN J.  
WASTE PRO OF FLORIDA, INC  
4100 SELVITZ ROAD  
FORT PIERCE, FL 34981



91 2015 6523.0001 PAID

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# City of Fort Pierce

## BUSINESS TAX RECEIPT

Please post in a conspicuous place or keep on person.

<b>Business Name / Mailing Address:</b>	<b>Owner:</b>
WASTE PRO OF FLORIDA INC 4100 SELVITZ RD  FT PIERCE FL 34981	WASTE PRO OF FLORIDA INC

**Business Location\*:** 4100 SELVITZ RD

\*This business tax receipt is valid at this location only.

<b>Date Issued</b>	<b>Expiration Date</b>	<b>Control Number</b>
August 01, 2017	September 30, 2018	0042211

The business stated above may be engaged in the following business, profession or occupation at the location above-described.		
BTR #	Classification	Restrictions
18-00023940	TRUCKS/VEHICLES DELIVERY OF GOODS	



<b>Tax Amount</b>	\$79.59
<b>New/Renewal Fee</b>	\$5.00
<b>Penalty</b>	\$0.00
<b>Total</b>	\$0.00

*Linda W. Cox*

Linda W. Cox, City Clerk (SEAL)

THIS IS A RECEIPT FOR TAX PAID AND IS NOT REGULATORY IN NATURE. This receipt does not warrant that the receipt holder is competent to perform in the business, but that the hold has paid the required tax and provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law. This receipt becomes null and void if business name, classification, ownership or address is changed.



THE SUNRISE CITY

**FORT PIERCE**  
*Florida*



# City of Fort Pierce

## BUSINESS TAX RECEIPT

Please post in a conspicuous place or keep on person.

<b>Business Name / Mailing Address:</b>	<b>Owner:</b>
WASTE PRO OF FLORIDA INC 4100 SELVITZ RD  FT PIERCE FL 34981	WASTE PRO OF FLORIDA INC

**Business Location\*:** 4100 SELVITZ RD

\*This business tax receipt is valid at this location only.

<b>Date Issued</b>	<b>Expiration Date</b>	<b>Control Number</b>
August 01, 2017	September 30, 2018	0042211

The business stated above may be engaged in the following business, profession or occupation at the location above-described.

BTR #	Classification	Restrictions
18-00023939	UNCLASSIFIED	



<b>Tax Amount</b>	\$89.13
<b>New/Renewal Fee</b>	\$5.00
<b>Penalty</b>	\$0.00
<b>Total</b>	\$0.00

*Linda W. Cox*

Linda W. Cox, City Clerk (SEAL)

THIS IS A RECEIPT FOR TAX PAID AND IS NOT REGULATORY IN NATURE. This receipt does not warrant that the receipt holder is competent to perform in the business, but that the hold has paid the required tax and provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law. This receipt becomes null and void if business name, classification, ownership or address is changed.





# ***TAB 9.D***

## ***Bid Bond***

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Waste Pro of Florida, Inc.

4100 Selvitz Road, Fort Pierce, FL 34981-4728

as Principal, hereinafter called the Principal, and Westchester Fire Insurance Company

436 Walnut Street, P. O. Box 1000, Philadelphia, PA 19106

a corporation duly organized under the laws of the State of \_\_\_\_\_ PA

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Stuart

121 SW Flagler Avenue, Stuart, FL 34994

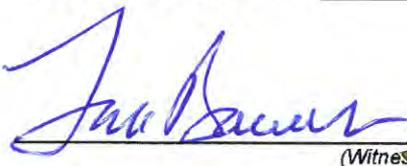
as Obligee, hereinafter called the Obligee, in the sum of Ten Percent (10%) of the Total Amount Proposed

Dollars (\$ Ten Percent (10%) of the Total Amount Proposed ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

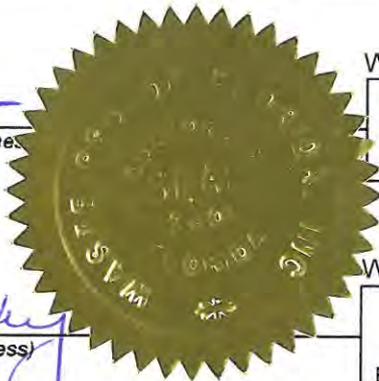
WHEREAS, the Principal has submitted a bid for RFP #2018-202 Roll-Off Dumpster Services

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 30th day of May, 2018

  
(Witness)

(Witness)



Waste Pro of Florida, Inc.

(Principal)

(Seal)

By: 

(Title)

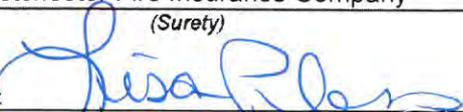
  
Danielle R. Maxey  
(Witness)

(Witness)

Westchester Fire Insurance Company

(Surety)

(Seal)

By: 

Attorney-in-Fact Lisa Pless

(Title)

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment")

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested

Does hereby nominate, constitute and appoint Carl Thomas McFarland Jr., Lisa Pless, all of the City of ATLANTA, Georgia, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Four million dollars & zero cents (\$4,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 5 day of January 2017.

WESTCHESTER FIRE INSURANCE COMPANY

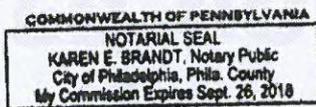


*Stephen M. Haney*  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss

On this 5 day of January, AD. 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



*Karen E. Brandt*  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 30th day of May, 2018



*William L. Kelly*  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER January 05, 2019

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May 17, 2018

**RE:** Waste Pro of Florida, Inc.  
4100 Selvitz Road  
Fort Pierce, FL 34981

**Project:** RFP #2018-202 Roll-Off Dumpster Services for the City of Stuart, FL

To Whom It May Concern:

Waste Pro is bonded by Westchester Fire Insurance Company. Westchester Fire Insurance Company maintains an "A++"/ XV rating with A.M. Best Company and has a U.S. Treasury listing of \$73,138,000.

If Waste Pro is the successful bidder on the above referenced project under consideration and requests that we furnish a payment and performance bond with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent (100%) of the total amount of the contract to assure faithful performance and timely payments to all person providing labor, materials or supplies used in the performance of the work, we will be prepared to execute such a bond subject to our normal underwriting.

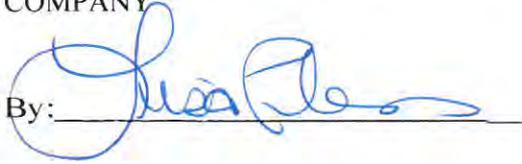
Our consideration of each bond is subject to acceptance of bond forms, terms and conditions of each contract to be considered as well as confirmation that the current financial position supports such an obligation.

It is understood, of course, that any arrangement for the Performance bond is a matter between Waste Pro and ourselves and we assume no liability to you or to your third parties if for any reason we do not execute said bonds.

Westchester Fire Insurance Company is duly authorized to do business in all States including Florida.

Very truly yours,

WESTCHESTER FIRE INSURANCE  
COMPANY

By: 

Lisa Pless  
Attorney-in-Fact

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment")

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Carl Thomas McFarland Jr., Lisa Pless, all of the City of ATLANTA, Georgia, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Four million dollars & zero cents (\$4,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 5 day of January 2017.

WESTCHESTER FIRE INSURANCE COMPANY

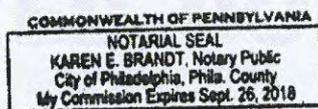


*Stephen M. Haney*  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 5 day of January, AD. 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



*Karen E. Brandt*  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 30th day of May, 2018



*William L. Kelly*  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER January 05, 2019.

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# ***TAB 9.E***

# ***Reference Form***

**5.3 REFERENCE FORM**

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

**#1 REFERENCE**

Company/Entity Name: City of Port St. Lucie		
Address 450 SW Thornhill Drive		
City Port St. Lucie	State FL	Zip Code 33905
Contact Name: Carmen Capezzuto	Title: Director of Neighborhood Services	
Phone No: 772-871-5163	Fax: 772-871-5248	Email: carmenc@cityofpsl.com
Date of Service or Contract Period: 2006-Present	Location Port St. Lucie, FL	
Summary of Services Performed All Solid Waste and Recycling		Governmental or Private Government
Dollar Value of Contract \$ 19M Yr		

**#2 REFERENCES**

Company/Entity Name: St. Lucie County		
Address 2300 Virginia Avenue		
City Fort Pierce	State FL	Zip Code 34982
Contact Name: Ron Roberts	Title: Solid Waste Manager	
Phone No: 772-462-1827	Fax: 772-462-6987	Email: robertsr@stlucieco.org
Date of Service or Contract Period: 2004-Present	Location St. Lucie County Florida	
Summary of Services Performed All solid waste and Recycling Collect		Governmental or Private Govt
Dollar Value of Contract \$ 5M Yr.		

**#3 REFERENCES**

Company/Entity Name: Florida Power and Light		
Address 6451 S. Ocean Drive		
City Jensen Beach	State FL	Zip Code 34957
Contact Name: Joseph Stearns	Title: Purchasing	
Phone No: 772-465-3500 Ext. 74	Fax: EXT 7423	Email: Joseph.M.Stearns@ fpl.com
Date of Service or Contract Period: September 20, 2012	Location 6451 S Ocean Drive, Jensen Beach, FL	
Summary of Services Performed Roll Off service for garbage		Governmental or Private Private
Dollar Value of Contract \$ 220K Yr.		

Company Name Waste Pro of Florida, Inc.



## ***TAB 9.F***

# ***Subcontractor Form***

5.4 **SCHEDULE OF SUBCONTRACTORS PARTICIPATION**

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

<p>Name of Subcontractor: <u>WASTE PRO WILL NOT USE SUBCONTRACTORS FOR THIS WORK</u></p> <p>Contact Name: _____</p> <p>Address, City, State, Zip, Phone: _____</p> <p>_____</p> <p>Type of Work to be Performed: _____</p> <p>License No. _____ Percentage of Work _____ %</p>
<p>Name of Subcontractor: <u>WASTE PRO WILL NOT USE SUBCONTRACTORS FOR THIS WORK</u></p> <p>Contact Name: _____</p> <p>Address, City, State, Zip, Phone: _____</p> <p>_____</p> <p>Type of Work to be Performed: _____</p> <p>License No. _____ Percentage of Work _____ %</p>
<p>Name of Subcontractor: <u>WASTE PRO WILL NOT USE SUBCONTRACTORS FOR THIS WORK</u></p> <p>Contact Name: _____</p> <p>Address, City, State, Zip, Phone: _____</p> <p>_____</p> <p>Type of Work to be Performed: _____</p> <p>License No. _____ Percentage of Work _____ %</p>
<p>Name of Subcontractor: <u>WASTE PRO WILL NOT USE SUBCONTRACTORS FOR THIS WORK</u></p> <p>Contact Name: _____</p> <p>Address, City, State, Zip, Phone: _____</p> <p>_____</p> <p>Type of Work to be Performed: _____</p> <p>License No. _____ Percentage of Work _____ %</p>

Company Name Waste Pro of Florida Inc.



## ***TAB 9.G***

# ***Sworn Statement Public Entity Crimes***

**5.7 SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY OF STUART, MARTIN COUNTY, FLORIDA  
by: Russell Mackie  
*(print individual's name and title)*  
for: Waste Pro of Florida, Inc.  
*(print name of entity submitting sworn statement)*  
whose business address is: 4100 Selvitz Road, Fort Pierce, FL 34981  
and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-3701785  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:  
N/A - \_\_\_\_\_ - \_\_\_\_\_.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Red [Signature]  
Signature

Sworn to and subscribed before me this 16 day of May, 2018.

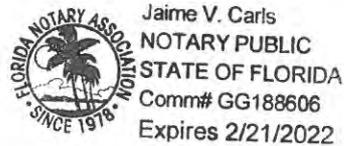
Personally known X OR Produced Identification FLDL# M200723770670

\_\_\_\_\_  
Type of Identification License

Notary Public – State of Florida

My Commission Expires: 2-21-2022

SEAL OR STAMP





## ***TAB 9.H***

# ***Safety Standards Certification***

5.8 SAFETY STANDARDS CERTIFICATION

The undersigned bidder hereby certifies that he or she has or will thoroughly familiarize him or herself with the contents of the City of Stuart Safety Standards. The Bidder further certifies that he or she either has or will submit a fully executed copy of those same Safety Standards to the City Purchasing Manager for inclusion in the City's official public record prior to commencing any work on this project.

Signed, Sealed and Witnessed in the Presence of:

DATE: 5/16/18

FOR: Waste Pro of Florida, Inc.

[Signature]  
(Witness)

(Firm Name)

BY: [Signature]  
(Signature)

[Signature]  
(Witness)

Regional Vice President  
(Title)

(Corporate Attest by Secretary)

(Affix Seal)

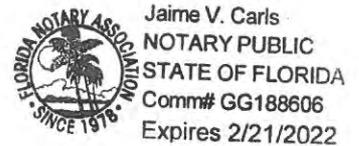
Sworn to and subscribed before me this 16 day of April, 2018,  
known to me, or identified as FUL# M200723720670

in the City of Pompano Beach, County of Broward, State of Florida.

Signed: Jaime V. Carls Notary Public

My Commission Expires: 2-21-2022

(Affix Seal)





## ***TAB 9.1***

# ***W-9 Form Information***

**5.10 REQUEST FOR INFORMATION TO SUBMIT WITH IRS W-9 FORM**

Federal Income Tax Law requires a Form 1099 with a valid taxpayer identification number to be filed for payments made in the course of conducting a trade or business. Further, these payments may be subject to Backup Federal Income Tax Withholding for all payees who have not submitted a correct Federal Tax Identification Number at the time of payment.

Please read this form and complete the information thereon before signing and **returning with a copy of your IRS W9 Form.** If you are a corporation, we will not issue you a Form 1099 (Reference: 1.6401-3(c)). However, kindly return this form to document your corporate status.

In order to avoid the possibility of future payments being held subject to Backup Withholding at a rate of 31%, please complete the form printed below and return this letter to the above address or E-mail request to: [CityAccountsPayable@ci.stuart.fl.us](mailto:CityAccountsPayable@ci.stuart.fl.us)

VENDOR NAME Waste Pro of Florida, Inc.

DBA: Waste Pro of Florida, Inc.

CORPORATE ADDRESS: 2101 West State Road 434

CITY: Longwood STATE: FL ZIP: 32779

TELEPHONE: (407) 8698800 FAX: (407) 8698884 ALTERNATE PHONE: (772) 5959390

COMPANY CONTACT NAME: Darlene McLaughlin EMAIL ADDRESS: dmclaughlin@wastepro

**TYPE OF CERTIFICATION**

- 1.  MBE
- 2.  MWBE
- 3.  SBA
- 4.  SDB
- 5.  DVBE
- 6.  Other: Corporation

**"THE ABOVE INFORMATION WILL BE USED FOR PURCHASE ORDERS"**

REMIT TO ADDRESS: Waste Pro of Florida, Inc., 4100 Selvitz Road

CITY: Fort Pierce STATE: FL ZIP: 34981

TELEPHONE: (772) 595-9390 FAX: (772) 464-6690 ALTERNATE PHONE: (772) 708-3279

COMPANY CONTACT NAME: Darlene McLaughlin EMAIL ADDRESS: dmclaughlin@wastepro

**TYPE OF ORGANIZATION**

- 1.  Corporation
- 2.  Partnership
- 3.  Sole Proprietor
- 4.  Individual
- 5.  Government Agency
- 6.  Other: \_\_\_\_\_

1099 REPORTING STATUS (Check One):  Yes  No

**TAXPAYER IDENTIFICATION NUMBER:**

Employer Identification Number: 59 - 3701785

Print name of Taxpayer if using SS#: \_\_\_\_\_

**Under penalties of perjury, I certify that this statement is accurate and complete.**

Signature: [Signature] Title: Municipal Marketing Manager

Date: 5/13/18 Phone: (305) 970-1010

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2

Name (as reported on your income tax return) <b>WASTE PRO OF FLORIDA, INC.</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	
Address (number, street, and apt. or suite no.) <b>2101 WEST STATE RD 434</b>	Requester's name and address (optional)
City, state, and ZIP code <b>LONGWOOD, FL 32779</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
5	9	3	7	0	1	7	8	5

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here      Signature of U.S. person

Date **11-8-16**

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- an individual who is a citizen or resident of the United States,
- a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• any estate (other than a foreign estate) or trust. See Regulation section 301.7701-6(a) for additional information.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.



***TAB 9.J***

***Proposal Checklist  
Form***

**5.5 EQUIPMENT SUPPLIED BY CONTRACTOR**

ITEM	QTY	DESCRIPTION	MANUFACTURER
1		See Attached Equipment List in Section 9.A of this proposal	
2			
3			
4			
5			

**5.6 PROPOSAL CHECKLIST FORM**

- A. All proposals shall be submitted in the format identified. Failure to submit the required documentation in the format identified may cause the proposal to be rejected. This form is to be submitted with proposal package.
1. Letter of Transmittal Yes  No
  2. Acknowledgment of addendum & submission with RFP Yes  No
  3. Proposal Form & equipment Information Yes  No
  4. Proof that Firm name is registered with their State of Origin Yes  No
  5. Submit a copy of all Licenses, Certificates, Registrations, Permits etc. Yes  No
  6. Submit 10% bond guarantee, if total exceeds \$50,000 Yes  No
  7. Submit any data in reference to Contract Performance Yes  No
  8. Evidence of Insurance Yes  No
  9. Reference Form Yes  No
  10. Subcontractors Form Yes  No
  11. Additional Data is submitted (Optional) Yes  No
  12. Total of Five (5) sets (one (1) original and four (4) copies are submitted) Yes  No

**RFP # 2018-202**

*(to be submitted with RFP response)*

**COMPANY NAME:** Waste Pro of Florida, Inc.

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**EXHIBIT B**

**"ORIGINAL RFP AS ISSUED BY CITY, INCLUDING ALL ADDENDA"**



# City of Stuart

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

Lenora Darden, CPPB  
Procurement Manager  
[purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us)

Telephone (772) 288-5320  
Fax: (772) 600-0134  
[www.cityofstuart.us](http://www.cityofstuart.us)

## **LEGAL NOTICE FOR RFP #2018-202**

### **ROLL-OFF DUMPSTER SERVICES**

The Stuart City Commission, Stuart, Florida is soliciting qualified firms or individuals to provide all labor, equipment, and materials necessary to provide hauling, dumping and returning of Roll-Off containers and/or compactors (Dumpster Services) on an as-needed basis.

Respondents must register with DemandStar in order to receive all required documents and notification of addenda. Register for FREE at <http://www.onvia.com/demandstar-subscriptions> "FREE AGENCY".

In compliance with the Americans with Disabilities Act (ADA), anyone desiring to attend this proposal opening who needs a special accommodation should contact the City's ADA coordinator at 772-288-5306 or TDD at 772-288-5302 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

**A Bond Guarantee in an amount of ten percent (10%) of the total amount proposed is required and must be submitted with their submittal, if the total amount proposed exceeds \$50,000.** The Bond Surety may be in the form of a Surety Bond with a carrier duly licensed and authorized to do business in the State of Florida, Cashier's Check or Certified Check (checks made payable to The City of Stuart).

Firms desiring to provide the services described above shall submit one (1) original and four (4) copies of their proposals, containing all of the required information **no later than 2:30 pm, Wednesday, May 30, 2018**. Submittals will be accepted by hand delivery overnight delivery or by U.S. Mail to Procurement and Contracting Services Division, 121 SW Flagler Avenue, Stuart, Florida 34994. Submittals received after that date and time will not be accepted or considered and will be retained unopened. Submittals will be opened as soon as practicable thereafter.

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

**Mark outside of envelope: RFP # 2018-202 "Roll-Off Dumpster Services"**

**Publish Date: May 9, 2018**

Stuart City Commission  
City of Stuart, Florida

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## **PART I GENERAL INFORMATION**

### **1.1 OVERVIEW**

This Request for Proposal (RFP) provides guidelines for the submission of proposals in response to the City of Stuart's solicitation for firms and individuals to provide all labor, equipment, and materials necessary to provide Roll-Off Dumpster Services on an as-needed basis, as described herein.

### **1.2 DEFINITIONS**

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

"Delivery" shall mean the locating of a specified size dumpster at a defined location when service is initiated.

"Dumpster Relocation" shall mean the moving of an open top container from one location of a construction site to another spot at the same location.

"Haul" shall mean scheduled or on-call service to a location at the request of a customer.

"Pull Charge" shall mean the hauling, dumping and returning of a container located within the City of Stuart.

"Relocate" shall mean the moving of an open top container from a designated drop off point to another spot at the same location requested by the customer.

"Return Trip" shall mean the driver was unable to haul the compacted waste or open top container due to inaccessibility or overloading of the container and the driver had to return to the container at a later time or date to pull the container. The driver **must** notify the City of any problems encountered prior to leaving the service site, the City will contact customer and attempt to resolve the issues before the driver leaves the service site. Failure to follow this protocol will result in the City not being responsible for Return trip costs.

### **1.3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING**

Office of Purchasing  
City of Stuart  
121 S.W. Flagler Avenue  
Stuart, Florida 34994

### **1.4 CONTRACT AWARD**

The City of Stuart anticipates entering into a contract with the proposer who submits the proposal judged by the City to be most advantageous. The City anticipates awarding one contract, but reserves the right to award to more than one, if it's in the City's best interests to do so

The proposer understands that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist, and is not binding, until proposals are reviewed and accepted by the City and executed by all parties. A sample Contract is attached to this RFP. The City anticipates that the final contract will be in substantial conformance with the Sample Contract; nevertheless, proposers are advised that any contract which may result from the RFP is subject to negotiation and may deviate from the Sample Contract, if in the City's opinion, such deviation is reasonable, justifiable, and serves the best interest of this procurement and the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to enter negotiations with the second, most responsive and responsible proposer determined by the selection committee, or it may re-solicit proposals.

The City reserves the right to reject all proposals, to waive non-material, technical variances in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

## **1.5 DEVELOPMENT COSTS**

Neither the City, nor its' representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

## **1.6 INQUIRIES**

The City will not respond to oral inquiries. Interested proposers may contact the Procurement Division by email: [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us). The Procurement and Contracting Services Office will also receive written requests for clarification concerning the meaning or interpretation of this RFP, until seven (7) days prior to the submittal date. Questions shall be emailed with reference to the RFP number. All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City prior to opening of the proposals.

Respondents may not contact any member of the selection committee, City employee or City elected official during this solicitation process. All questions or requests for clarification must be routed through the Procurement and Contracting Services Division.

## **1.7 TIMETABLES**

The City and proposers shall adhere to the following schedule in all actions concerning this RFP:

- A. On May 9, 2018 the City issues the RFP.
- B. From May 9, 2018 to May 23, 2018, the City will receive and answer written inquiries received by fax, mail or email.
- C. The City must receive the proposals by the closing time and date of 2:30 PM on May 30, 2018.
- D. The City will review and evaluate the proposals in a timely manner.
- E. The City may enter into a contract after obtaining appropriate approvals and conducting negotiations.
- F. Anticipate effective date of the Contract for these services is intended on or about July 1, 2018.

## **1.8 DELAYS**

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

## **1.9 QUALIFICATION SUBMISSION AND WITHDRAWAL**

The City will receive all proposals at the following addresses:

**Stuart City Hall  
Procurement & Contracting Services Division  
121 S.W. Flagler Avenue  
Stuart, Florida 34994**

To facilitate processing, please mark the outside of the envelope as follows: **RFP# 2018-202 “Roll-Off Dumpster Services”** The envelope shall also include the proposer's return address.

Respondents shall submit one (1) original and four (4) copies of the proposal submittal in a sealed envelope marked as noted above. A proposer may submit the proposal by personal delivery, mail, or express shipping service.

***THE CITY MUST RECEIVE ALL PROPOSALS BY  
2:30 P.M. ON MAY 30, 2018.***

Due to the irregularity of mail service, the City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City's Procurement Office, as specified above, prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 288-5320, before proposal closing time. A proposal received by the City Procurement Office after the established deadline will be retained unopened.

Proposers may withdraw their proposal submissions by notifying the City in writing at any time prior to the deadline for proposal submittal. Proposers may withdraw their submissions in person or by an authorized representative. Proposers and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives), and provide the City with a signed receipt for the withdrawn proposal.

## **1.10 ADDENDA**

If revisions become necessary, the City will post all addenda on the City's on-line disseminator Demandstar by Onvia.

Respondents must register with DemandStar in order to receive all required documents and notification of addenda. Register for FREE at <http://www.onvia.com/demandstar-subscriptions> “FREE AGENCY”.

All addenda issued by the City must be signed and included with the firm's submittal package. Failure to include the signed addenda may result in disqualification.

## **1.11 EQUAL OPPORTUNITY**

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.

## **1.12 INSURANCE**

The respondent must submit proof of insurance with their submittal. The awarded contractor shall maintain insurance coverage reflecting the minimum amounts and coverages as specified in Item 5.2.

### **1.13 PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the City for construction of a public building or public works; may not submit bids for leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided for in s. 287 for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

### **1.14 SUSPENDED VENDOR**

An entity or affiliate who has been placed on the State of Florida Suspended Vendor List will not be considered for award. The Suspended Vendor List is available on the State's website at:

[http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information)

### **1.15 ASSIGNMENT & SUBCONTRACTING**

The successful proposer will not be permitted to assign its contract with the City without obtaining prior written approval of the City of Stuart. If a vendor subcontracts any portion of a contract **for any reason**, the proposer must include, in writing the **name and address of the Subcontractor**. Name of the person to be contacted, include telephone number and extent of work to be performed. This information is to be submitted with RFP response (Item 5.4). If vendor should need to change subcontractor information, changes are subject to the approval by the City. The City reserves the right to reject a proposal of any proposer if the proposal names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contract of a similar nature, or who is not in a position to perform properly under this award.

### **1.16 PROPOSAL AS PUBLIC DOMAIN**

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The proposal will become part of the public domain upon opening. **Vendors shall not submit pages marked "proprietary" or otherwise restricted**".

### **1.17 PUBLIC RECORDS: Public Records Relating to Compliance/Noncompliance, Request for Records, & Civil Action**

**Note: If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or [PublicRecordsRequest@ci.stuart.fl.us](mailto:PublicRecordsRequest@ci.stuart.fl.us), City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.**

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

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

- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- F. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.
- H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
  - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
  - 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- I. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

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

### **1.18 LICENSES**

Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of RFP receipt. The proposal of any Proposer that is not fully licensed and certified shall be rejected.

### **1.19 BUSINESS TAX RECEIPT**

Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption must be included with submittal.

### **1.20 SAFETY STANDARDS**

Manufactured items, fabricated assemblies and on-site Contractor services shall comply with all applicable federal, state and local requirements. For on-site Contractor services, the City reserves the right to request documentation of Contractor compliance with OSHA standards to include but not be limited to: Required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended, and any other applicable federal, state and local regulations.

### **1.21 CONTRACT TERMS**

At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

- A. **Contract Period:** This contract shall be awarded for an initial term of two (2) years subsequent to approval by the proper City authorities. The contract may be renewed for three (3) additional one year periods provided both the successful bidder and the City agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful bidder. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties not to exceed six (6) months.
- B. **Option to Extend:** The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the contractor and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for three (3) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed five (5) years. Prior to each annual renewal, the City may consider price adjustment(s) only when a written request is received a minimum of ninety (90) days prior to the renewal date for review by the City. Consideration of price increases will be given provided such escalations are justified, reasonable and acceptable to the City. All price increases must be documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

- C. **Contract Amendment:** The City reserves the right to delete, add or revise service items under this proposal at any time during the contract term when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract term.
- D. **Non-Exclusive Contract:** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

## **1.22 TERMINATION CLAUSES**

- A. **Termination for Convenience:** The City upon a thirty (30) day written notice to the other party may terminate this Agreement with or without cause. In the event of any termination, the Contractor shall be paid for all services rendered to the date of termination.
- B. **Termination for Cause:** The obligation to provide further services under this Agreement may be terminated by the City upon seven (7) days written notice in the event of failure by the Contractor to perform in accordance with the terms hereof through no fault of the City.
- C. **Default:** In the event that the Contractor cannot respond adequately to the needs of the City, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability or replacement of personnel. If inability of placement of personnel in a timely manner is frequent, the City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

## **1.23 BACKGROUND INFORMATION**

As part of the evaluation process, the City reserves the right, to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Proposer, including past performance (experience) with the City by the Proposer or any of their Owners.

## **1.24 REFERENCES/RECORD CHECK**

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints (Item 5.3). Proposer's submission of their RFP constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications.

## **1.25 COMPETENCY OF RESPONDENTS**

Pre-award inspection of the proposer's facility may be made prior to award of Contract. Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

## **1.26 OTHER GOVERNMENTAL ENTITIES**

When there is sufficient capacity or quantities available, awarded bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms,

conditions, and prices of the RFP and resulting contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this contract shall do so independent of any other governmental entity.

### **1.27 ESTIMATED QUANTITIES**

It shall be understood and agreed that quantities designated herein are estimated only and may be increased or decreased in accordance with the actual requirements of the City. The City may require modifications and changes to this contract, as it relates to quantities, areas, frequency of services and specified services. The Contractor shall provide the City with the cost for such additional services. All rates shall be in accordance with the unit cost structure submitted by the contractor and accepted by the City.

### **1.28 PERFORMANCE EVALUATION**

Throughout the contract period the vendor(s) performance will be monitored by City staff. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified in writing. Contract termination shall be served by written notice by the Procurement Division.

## **PART II STATEMENT OF WORK**

### **2.1 WORK OBJECTIVE**

**A. Purpose:** The City of Stuart is soliciting proposals from qualified, experienced firms or individuals to provide hauling, dumping and returning of Roll-Off containers and/or compactors (Roll-Off Dumpster Services) on an as-needed basis. It is the City's intent to contract with a single service provider for those containers that are the responsibility of the City of Stuart. The City will supply the roll-off dumpsters for the customers requesting them and the requesting customer will provide any new compactors. All calls for service will go to the City, the City will contact the successful proposer to confirm date and time of pull. The City owned equipment is listed as follows:

<b>ITEM</b>	<b>QTY</b>	<b>DESCRIPTION</b>
1	2	10yd containers
2	7	20yd containers
3	2	30yd container
4	1	40yd container

**B. Description of Services:** A general description of services required are, but not limited to, the following: The successful proposer shall:

1. Deliver, haul, dump, and return open top and compacted waste containers within the City limits. Periodically, these units will be hauled to and dumped at the Martin County Landfill which is located at 9101 S.W. Bush Street, Palm City, FL, 34990. The successful

proposer will be required to pull the container and return the landfill tickets to the Sanitation Department. The open top or compacted waste containers will then be returned to the customer. The City will pay disposal fees and the City will bill the customer.

2. Rinse and deodorize open top or compacted waste containers. After dumping the container, the driver is required to haul the container back to the City of Stuart Sanitation Complex located at 407 Martin Luther King Boulevard where the driver will rinse out the container on the wash rack before returning the container to the customer.
3. Provide and staff all equipment necessary to perform hauling, dumping and returning of containers.
4. Provide phone, fax and e-mail address for confirmation of containers needing service by the City of Stuart Sanitation Department.
5. Provide a local contact and phone number, who has knowledge of the area for resolving issues related to the day to day operations of City scheduled work.
6. Provide service of containers within 24 hours from time of notice from the City of Stuart Sanitation Department.
7. Return all landfill tickets and other documentation from containers pulled each day, within 24 hours, to the City of Stuart Sanitation Department either by fax or hand delivery.
8. Assist the City of Stuart Sanitation Department in unloading of new deliveries of open top containers and compactor units that will be stored on site for future use.
9. Provide a list of equipment supplied by contractor and include quantity, description of equipment (type, model, and manufacturer) and identify in Item 5.5.

### **C. Compactor Unit Locations:**

The locations of Compactor Units to be serviced are as follows:

- |   |  |
|---|--|
| 1. Fresh Market – 25yd Compactor<br>2300 SE Ocean Blvd. Stuart Fl.<br>(Serviced Weekly on Thursday)   | 6. Marshalls – 40yd Receiver Box<br>2475 NW Federal Hwy, Stuart Fl.<br>(Serviced once a month)                           |
| 2. Solaris Healthcare – 30yd Compactor<br>800 SE Central Pkwy, Stuart Fl.<br>(Every other week service on Thursday)   | 7. Wal-Mart – 30yd Compactor<br>4001 SE Federal Hwy, Stuart Fl.<br>(Serviced once a week)                                |
| 3. Tralee Sailfish 1 LLC – 35yd<br>Compactor<br>300 SE Saint Lucie Blvd, Stuart Fl.<br>(Once a month service)   | 8. Martin Memorial Hospital – 35yd<br>Compactor<br>300 SE Hospital Ave. Stuart Fl.<br>(Serviced Every Monday & Thursday) |
| 4. Publix Super Market – 30yd Compactor<br>1505 NW Federal Hwy, Stuart Fl.<br>(Serviced 10 <sup>th</sup> , 20 <sup>th</sup> , 30 <sup>th</sup> of each month) | 9. Cedar Point Village 8 – 30yd Compactor<br>2929 SE Ocean Blvd. Stuart Fl.<br>(Serviced once a month)                   |
| 5. Lowes Home Improvement – 40yd<br>Receiver Box<br>3620 SE Federal Hwy, Stuart Fl.<br>(Serviced 1 – 2 times per month)                                       | 10. Cedar Point Village 8 – 20yd Recycle Container<br>2929 SE Ocean Blvd. Stuart Fl.<br>(Serviced 1 – 2 times per month) |

11. Old Time Pottery Barn – 30yd  
Compactor  
3020 SE Federal Hwy. Stuart, Fl. 34994  
(Serviced 15<sup>th</sup> & 30<sup>th</sup> of each month)

12. Publix Super Market – 30yd Compactor  
746 SW Federal Hwy, Stuart Fl.  
(Serviced 10<sup>th</sup>, 20<sup>th</sup>, & 30<sup>th</sup> of each month)

## 2.2 **BUSINESS OPERATIONS**

- A. **City Hours of Operation:** Unless otherwise directed by the Project Manager; or his designee, the successful Contractor(s) shall insure that services as required are scheduled with the Representative or Delegate of the City between the hours of 7:00 AM and 5:00 PM; Monday through Friday, any exceptions must have prior approval by the City.
- B. **Inclement Weather Conditions:** Upon approval by the Representative or Delegate of the City, the Contractor may cease operations of services during inclement weather conditions.
- C. **Observed Holidays:** Proposer’s employees furnished under this Contract will observe holidays as observed by the City. Proposer’s employees will not work under this Contract on such holidays and no payment will be made by the City to Proposer for such holidays.

New Year's Day

Memorial Day

Labor Day

Thanksgiving Day & Day After

Martin Luther King Day

Independence Day

Veteran's Day

Christmas Day

## 2.3 **BONDS**

- A. **Bond Guarantee:** A proposal guarantee must be submitted with the proposal, **if the total amount proposed exceeds \$50,000.** The bond shall be in an amount equal to ten percent (10%) of the total amount. The guarantee may be in the form of a Surety Bond with a carrier duly licensed and authorized to do business in the State of Florida, a Cashier's Check or a Certified Check (checks made payable to The City of Stuart). Purpose of the proposal guarantee is to assure the apparent low, responsive and responsible proposer will enter into a contract to provide the described services. Should the proposer not enter into a contract the proposal guarantee shall be retained by the City to defray the additional costs of either awarding to the second low, responsive and responsible proposer or re-advertise and re-solicit the project.
- B. **Payment & Performance Bonds:** The successful proposer, when awarded a contract, may be required to furnish payment and performance bonds with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent (100%) of the total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

## **PART III INSTRUCTIONS FOR PREPARING SUBMISSIONS**

### 3.1 **RULES FOR SUBMISSIONS**

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFP. The interested firm or individual must submit one (1) original and four (4) copies of their proposal. Please tab all support documents or attachments according to the order established in the following paragraph.

## 3.2 **PROPOSAL FORMAT**

Proposers should prepare their proposals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the City has no previous knowledge of their product or capabilities. Proposals should clearly describe the services, specifying where it meets, exceeds or does not comply with the general specifications.

**Letter of Transmittal:** The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Contractor's understanding of the scope of work and make a positive commitment to timely perform the work within budgetary requirements. An agent authorized to contractually bind Contractor must sign the Letter of Transmittal indicating the agent's title or authority. The transmittal letter shall not exceed two pages in length.

### **Tab 1: Qualifications/Knowledge**

Provide a statement indicating the respondent's interest in, knowledge of, and resources necessary to provide the services described in this RFP. Detail practical experience, including relevant dates. Firms shall provide a brief profile of their company, which should include their history, locations of their corporate and satellite offices, location of their project team, corporate structure, ownership interest, and the length of company's existence. The firms shall also submit an organizational chart, staff qualifications, and experience of the firm. Resumes of proposed key personnel (name, company address, phone number, e-mail address) that will be assigned to this project shall include job skills, education, training, experience and professional affiliations/membership. All proposed subcontractor shall be identified, and the working relationship between the proposer and subcontractor shall be explained (Item 5.4). Subcontractor shall also provide key personnel resumes.

The firm shall provide sufficient competent and qualified personnel to effectively carry out its responsibilities under the Contract. The firm shall utilize only competent personnel who are qualified by experience and education.

### **Tab 2: Task Approach/Operational Plan**

Describe, in detail, the proposed plan for providing the services identified in this RFP, highlighting proven strategies and expertise. The plan should include expected obligations and duties of the City upon which the proposed plan is contingent. Include an organizational chart outlining operational structure, including personnel to be assigned to the City. Describe all quality control implementation procedures sub-consultant supervision, contract compliance and enforcement of industry standards. Comment on firm's project schedules, budgets and adherence to those items. Discuss ways to maintain schedules. Discuss cost control. Describe any project management systems used to track and control project issues. Describe the communication procedures to be employed throughout the contract term and the plan to establish and maintain clear lines of communication with the City Project Manager and City staff.

### **Tab 3: Past Performance in similar activities in Florida**

Provide a list of successful projects of a similar nature within the past three (3) years. The title and a brief description of each project shall include:

- Client (contact person, address, telephone number)
- Contract Dates

- Nature of work involved in project
- Total Value of the Project

**Tab 4: Proposal Form:** Insert all requested pricing in the attached Price Proposal Form. The proposed fees shall include all overhead and expenses Item 5.1.

**Tab 5: Insurance**

Provide a statement agreeing to obtain (prior to award) Insurance with coverages as detailed in Item 5.2. A certificate of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the City along with their qualification data. A properly completed Accord Form is preferable. The City of Stuart must be named as an additional insured for all General Liability **prior to entering into a contract.**

The Firm shall either cover any sub-contractors on its policy or require the sub-contractors to conform to all requirements for insurance contained herein. Subcontractors must be provided on Item 5.4.

**Tab 6 - Prohibition Non-Collusion/Conflict of Interest Disclosure Statements**

Include the following Statement of Non-Collusion: “The respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.”

Include a disclosure statement advising the City of any potential conflict of interest, real or apparent, that the Respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project.

Signature on the transmittal letter shall certify the veracity of these statements.

Include a list of authorized personnel to sign on behalf of the company.

Include a statement that Proposer acknowledges acceptance of purchasing VISA card. If proposer acknowledges in the affirmative, all payments will be handled in so manner.

**Tab 7 - Optional Information**

Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two pages).

**Tab 8 - Addenda (if applicable)**

All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

**PART IV EVALUATION OF SUBMISSIONS**

**4.1 EVALUATION METHOD AND CRITERIA**

- A. **General:** The City’s selection committee will evaluate proposals and will select the proposer which meets the best interests of the City. The City shall be the sole judge of its own best

interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. This criterion shall be utilized in the evaluation of the proposals.

The City's evaluation criteria will include, but not be limited to, consideration of the following:

**EVALUATION CATEGORIES**

**POINTS POSSIBLE**

Overall qualifications and knowledge of procedures.	30 pts
Task approach/operational plan.	25 pts
Past performance record on work of similar nature.	15 pts
Proposed price for work to be accomplished.	20 pts
Location of proposer. (proximity of proposer to City of Stuart)	10 pts

**B. Selection:** Proposals will be evaluated using the above criteria. The City will assign this task to a Selection Committee who shall review and evaluate the submittals. The City of Stuart reserves the right to select the most qualified individuals/firms from review of the packages submitted and negotiate an agreement with the highest ranked individual/firm; or to interview the most qualified Respondents prior to negotiations. Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.

**C. Negotiations:** After the City ranks the respondents; City staff will start negotiations with the top ranked firm. After staff concludes negotiations, staff will present the results of the negotiations to the City Manager with recommendation for award of a contract. If the City Manager determines that staff is unable to negotiate a satisfactory contract with the respondent(s) considered to be the most qualified at a price the City determines to be fair, competitive, and reasonable, negotiations with that respondent(s) shall be formally terminated. Should the City be unable to negotiate a satisfactory contract with the selected respondent(s), the City may select additional respondent(s) in order of their original ranking, competence and qualification; and will continue negotiations until an agreement is reached. However, as stated in Item 1.4 above, the City reserves the right to reject all proposals, to waive any irregularities, and to re-advertise and solicit for other proposals.

**D. Terms and Conditions**

All prospective Contractors are hereby cautioned not to contact any member of the Stuart City Commission, the City Manager, the City Attorney (except to discuss grievance matters) or any member of the selection committee. All questions and contacts must be made through the Procurement Office. Attempts to lobby or persuade through other channels will result in disqualification.

Any actual or prospective Contractor who disputes the reasonableness, necessity or competitiveness of the terms and conditions of this request for proposals; selection or award recommendation shall file such dispute in writing with the City Manager, not later than close of business on the proposal opening date, as to the terms and conditions, and within ten (10) days of Commission action as to the selection or award recommendation.

The City reserves the right to reject any or all proposals without recourse, to waive technicalities and informalities or to accept the proposal which in its sole judgment best serves the interest of the City.

As required by FS Section 287.133; "A person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on

leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or a Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount as stated in FS Section 287.017, for Category Two, for a period of thirty six months from the date of being placed on the convicted vendor list.” Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (904) 488-8131.

**E. Section 286.0113, General Exemptions**

Any portion of a meeting at which a negotiation with a Respondent is conducted

Question and Answer sessions with Respondent

Respondent Presentations

Any portion of a team meeting at which negotiation strategies are discussed

Any records presented at the exempt meeting

Florida Statute regarding public records provides an exemption for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation, regardless of the method of procurement, **until such time as the agency provides notice of an intended decision or until 30 days after opening ‘the bids, proposals, or final replies, whichever is earlier.**

**F. Contact Person:** Questions shall be addressed in writing to [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us). Questions will be accepted until 5:00pm on May 23, 2018.

**G. Purchasing Card Program:** Preferred method of payment is by means of the City of Stuart Purchasing Card (VISA). The successful proposer can take advantage of this program and in consideration receive payment within several days, instead of the City’s policy of Net 30 Days After Receipt of Invoice (ARI). Proposers are requested to acknowledge acceptance of purchasing VISA card by including a statement that Proposer acknowledges acceptance of purchasing VISA card. If proposer acknowledges in the affirmative, all payments will be handled in so manner. In the event of failure on the part of the Proposer to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI. City shall not pay any service charges or fees for Pcard transactions.

**PART V RFP SUBMITTALS**

**5.1 PRICE PROPOSAL FORM**

**ROLL-OFF DUMPSTER SERVICES:** Respondents are to make no changes to the table below and are to fill the table out completely. Values must be provided for all categories below and must represent the total cost for each service. No additional charges will be invoiced to or paid by the City of Stuart.

ITEM	DESCRIPTION	UNIT	PRICE
1	<b>Delivery of Open Top Containers:</b> Container deliveries of all sizes of open top roll-off containers located within the City	Per Delivery	\$
2	<b>Delivery of Compacted Waste Containers:</b> These deliveries will be compacted waste units located within the City	Per Delivery	\$
3	<b>Pull Charge for a 10 yard Open Top Container</b>	Pull Charge	\$
4	<b>Pull Charge for a 20 yard Open Top Container</b>	Pull Charge	\$
5	<b>Pull Charge for a 30 yard Open Top Container</b>	Pull Charge	\$
6	<b>Pull Charge for a 40 yard Open Top Container</b>	Pull Charge	\$
7	<b>Pull Charge for a Self-Contained Compactor Unit</b>	Pull Charge	\$
8	<b>Pull Charge for a Receiver Box Compacted Unit</b>	Pull Charge	\$
9	<b>Relocate:</b> All sizes open top containers	Relocate Charge	\$
10	<b>Return Trip Charge:</b> Return trip for all sizes of containers	Return Trip Charge	\$
11	<b>Rinse and Deodorize:</b> After dumping, the open top or compacted unit it will be brought back to the City Sanitation Department so that the driver can hose out the unit before returning it to the customer.	Charge Per Container	\$
12	<b>Unloading of new container deliveries:</b> Unloading of new open top containers or compacted units purchased by the City for future use. They will be stored at the City Sanitation yard.	Charge Per Container	\$
Preferred method of payment is by the City Purchasing Card (VISA). <b>DO YOU ACCEPT THE PURCHASING CARD (VISA)?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>			

**COMPANY NAME:** \_\_\_\_\_

The Respondent certifies that as a condition of bidding he will hold good his proposal prices for a minimum period of **ninety** (90) calendar days from the date proposals are opened.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the statement of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The undersigned Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them into his proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive and no further evaluation of the proposal will occur.

Addendum(s) # \_\_\_\_\_ through # \_\_\_\_\_ Respondent's Initials \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
Name of Company, Firm

\_\_\_\_\_  
(Printed Title)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Email Address

## 5.2 INSURANCE REQUIREMENTS

- A. The successful proposer shall **not** commence any work in connection with this agreement until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful proposer allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- B. Proof of the following insurance will be furnished by the successful bidder by Certificate of Insurance, which names the proposer, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.
- C. All contractors including any independent contractors and subcontractors utilized must comply with the following insurance requirements:
1. Commercial General Liability: The Contractor/Lessee/Service Provider shall, during the life of this agreement take out and maintain broad form Commercial General Liability Insurance, including Contractual Liability, to cover the Indemnification & Hold Harmless agreement set forth herein, with limits of not less than:

• Each Occurrence	\$1,000,000
• Personal/Advertising Injury	\$1,000,000
• Products/Completed Operations Aggregate	\$2,000,000
• General Aggregate	\$2,000,000
• Fire Damage	\$100,000 Any 1 Fire
• Medical Expense	\$10,000 Any 1 Person
  2. An Additional Insured endorsement **MUST** be attached to the Certificate of Insurance and **MUST** include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products and Completed Operations Coverage to be provided for a minimum of 10 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided. XCU coverage is to be included. Coverage is to include a Cross Liability or Severability of Interests Provision.
  3. Umbrella Liability: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Agreement, Umbrella Liability Insurance with limits of not less than \$5,000,000 per occurrence covering all work performed under this contract.

4. Business Automobile: The Contractor/Lessee/Service Provider shall during the life of this Contract take out and maintain Business Automobile Liability Insurance for any auto (all owned, hired, and non-owned autos) with limits of not less than \$1,000,000 per accident. In the event bidder does not own any automobiles, the City will accept proof of hired and non-owned auto liability only. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.
  5. Worker's Compensation Insurance: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance with limits equal to Florida Statutory (F.S. 440) requirements. Employers liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under Federal Workers Compensation Statute, proof of appropriate Federal Act Coverage must be provided.
  6. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
  7. Certificates of Insurance: The Contractor **upon notice of award** will furnish Certificate of Insurance Form. These shall be completed by the authorized Resident Agent and returned to the Office of the Procurement Manager. This certificate shall be dated and show:
    - (a) The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
    - (b) Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
    - (c) City shall be listed as Additional Insured on Commercial General Liability Insurance, Automobile Liability Insurance.
- D. NOTE: The City can decrease or increase these limits, depending on the project, at its sole discretion. Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Manager.

**5.3 REFERENCE FORM**

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

**#1 REFERENCE**

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

**#2 REFERENCES**

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

**#3 REFERENCES**

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

Company Name \_\_\_\_\_

**5.4 SCHEDULE OF SUBCONTRACTORS PARTICIPATION**

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

<p><b>Name of Subcontractor:</b> _____</p> <p><b>Contact Name:</b> _____</p> <p><b>Address, City, State, Zip, Phone:</b> _____ _____</p> <p><b>Type of Work to be Performed:</b> _____</p> <p><b>License No.</b> _____ <b>Percentage of Work</b> _____%</p>
<p><b>Name of Subcontractor:</b> _____</p> <p><b>Contact Name:</b> _____</p> <p><b>Address, City, State, Zip, Phone:</b> _____ _____</p> <p><b>Type of Work to be Performed:</b> _____</p> <p><b>License No.</b> _____ <b>Percentage of Work</b> _____%</p>
<p><b>Name of Subcontractor:</b> _____</p> <p><b>Contact Name:</b> _____</p> <p><b>Address, City, State, Zip, Phone:</b> _____ _____</p> <p><b>Type of Work to be Performed:</b> _____</p> <p><b>License No.</b> _____ <b>Percentage of Work</b> _____%</p>
<p><b>Name of Subcontractor:</b> _____</p> <p><b>Contact Name:</b> _____</p> <p><b>Address, City, State, Zip, Phone:</b> _____ _____</p> <p><b>Type of Work to be Performed:</b> _____</p> <p><b>License No.</b> _____ <b>Percentage of Work</b> _____%</p>

Company Name \_\_\_\_\_

**5.5 EQUIPMENT SUPPLIED BY CONTRACTOR**

ITEM	QTY	DESCRIPTION	MANUFACTURER
1			
2			
3			
4			
5			

**5.6 PROPOSAL CHECKLIST FORM**

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

- 1. Letter of Transmittal Yes  No
- 2. Acknowledgment of addendum & submission with RFP Yes  No
- 3. Proposal Form & equipment Information Yes  No
- 4. Proof that Firm name is registered with their State of Origin Yes  No
- 5. Submit a copy of all Licenses, Certificates, Registrations, Permits etc. Yes  No
- 6. Submit 10% bond guarantee, if total exceeds \$50,000 Yes  No
- 7. Submit any data in reference to Contract Performance Yes  No
- 8. Evidence of Insurance Yes  No
- 9. Reference Form Yes  No
- 10. Subcontractors Form Yes  No
- 11. Additional Data is submitted (Optional) Yes  No
- 12. Total of Five (5) sets (one (1) original and four (4) copies are submitted) Yes  No

**RFP # 2018-202**  
*(to be submitted with RFP response)*

**COMPANY NAME:** \_\_\_\_\_

**5.7 SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY OF STUART, MARTIN COUNTY, FLORIDA

by: \_\_\_\_\_  
(print individual's name and title)

for: \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

\_\_\_\_\_  
Notary Public – State of Florida

*Type of Identification* \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

SEAL OR STAMP

**5.8 SAFETY STANDARDS CERTIFICATION**

The undersigned bidder hereby certifies that he or she has or will thoroughly familiarize him or herself with the contents of the City of Stuart Safety Standards. The Bidder further certifies that he or she either has or will submit a fully executed copy of those same Safety Standards to the City Purchasing Manager for inclusion in the City’s official public record prior to commencing any work on this project.

Signed, Sealed and Witnessed in the Presence of:

DATE: \_\_\_\_\_

FOR: \_\_\_\_\_

(Firm Name)

\_\_\_\_\_

BY: \_\_\_\_\_

(Signature)

(Witness)

\_\_\_\_\_

\_\_\_\_\_

(Witness)

(Title)

\_\_\_\_\_  
(Corporate Attest by Secretary)

(Affix Seal)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,

known to me, or identified as \_\_\_\_\_

in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_.

Signed: \_\_\_\_\_ Notary Public

My Commission Expires: \_\_\_\_\_.

(Affix Seal)

## 5.9 SAMPLE CONTRACT

**CONTRACTOR:** \_\_\_\_\_

**PROJECT:**      **RFP #: Roll-Off Dumpster Services**

### **CONTRACT FOR SERVICES**

THIS CONTRACT, hereinafter "Contract," made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2016 by and between \_\_\_\_\_ hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

#### **I. PURPOSE OF CONTRACT**

City intends to enter into a contract with Contractor for provision of Roll-Off Dumpster Services by the Contractor and the payment for those services by City as set forth below.

#### **II. SCOPE OF SERVICES**

The Contractor shall provide Roll-Off Dumpster Services pursuant to this Contract as hereinafter provided. These services will include all labor, equipment, and materials necessary to provide Roll-Off Dumpster Services on an as-needed basis.

##### **Section 1. Scope of Service**

Contractor shall work with City staff in advising the City and the City Commission regarding Roll-Off Dumpster Services on an as-needed basis. The services will be those customarily attendant to Roll-Off Dumpster Services on an as-needed basis. The detailed scope of services to be performed and schedule of fees for those services is described in Exhibit A (Contractor's response to RFP #2016-161 as accepted by the CITY) and Exhibit B (CITY's original Request For Proposals) incorporated herein.

#### **III. CONTRACT PROVISIONS**

##### **Section 1. Period of Service**

###### **1.1 Term of Contract**

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Contractor. Term of this contract shall be for an initial period of two (2) years with the option of three (3) additional one-year renewal periods, upon the mutual written agreement of the parties.

##### **Section 2. Compensation and Method of Payment**

###### **2.1 Fee Schedule**

CITY will compensate Contractor for these Roll-Off Dumpster Services in accordance with Contractor's pricing schedule formalized in "Exhibit A-Price Proposal Form" to this Contract. Contractor's pricing schedule may be updated annually prior to each optional renewal period.

## **2.2 Invoices**

Contractor shall submit invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and include, but not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City.

## **2.3 Payment**

Payment for services rendered is due within thirty days of receipt and approval of invoice by City. Payment is delinquent 30 days following receipt and approval of invoice by City.

## **Section 3. Guarantee**

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the City any damage caused during the work. Contractor further guarantees the successful performance of the work for the service intended. If the City deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

## **Section 4. Audit**

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

## **Section 5. Contractor Responsibility**

### **5.1 Independent Contractor**

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

### **5.2 Responsibility for Work**

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

### **5.3 Contractor's Records**

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

## **Section 6. Termination**

### **6.1 Termination for Convenience**

Either party upon a thirty (30) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

### **6.2 Termination for Cause**

The performance of the Contract may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the successful bidder should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the successful bidder seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

### **6.3 Default**

In the event that the Contractor cannot respond adequately to the needs of the City, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability or replacement of personnel. If inability of placement of personnel in a timely manner is frequent, the City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

## **Section 7. CITY's Obligations**

### **7.1 Project Manager**

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is Greg Schommer, Commercial Collection Team.

The Project Manager for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the Project is:

(name, title)  
(mailing address)  
(phone/fax)

## **Section 8. Persons Bound by Contract**

### **8.1 Parties to the Contract**

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

### **8.2 Assignment of Interest in Contract**

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

### **8.3 Other Entity Use**

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

### **8.4 Inspection**

The project will be inspected by the Project Manager for the City and will be rejected if it is not to conformity with the Agreement provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in writing that the work shall be ready for inspection on a definite date, at least three (3) calendar days thereafter, which shall be stated in such notice.

### **8.5 Rights and Benefits**

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

## **Section 9. Indemnification of City**

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

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

## **Section 10. Insurance.**

### **10.1 Requirements**

Contractor shall procure and maintain insurance, in the amounts noted in Item 5.3 of the Request for Proposal and included in "**Exhibit B**" of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in "**Exhibit B**" attached hereto.

### **10.2 Certificate of Insurance**

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

## **Section 11. Professional Standards**

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

## **Section 12. Non-Appropriation**

This Contract is deemed effective only to the extent of the annual appropriations available.

## **Section 13. General Conditions**

### **13.1 Venue in Martin County**

Jurisdiction a venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

### **13.2 Laws of Florida**

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

### **13.3 Attorney's Fees and Costs**

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the CITY in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

### **13.4 Mediation as Condition Precedent to Litigation**

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

### **13.5 Contract Amendment**

The City reserves the right to delete, add or revise locations under this proposal at any time during the contract term when and where deemed necessary. If any locations are added or deleted from the contract, the rate quoted shall be used to determine the adjusted contract price.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

### **13.6 Contractual Authority**

**By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor,** and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

## 13.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

### **Section 14. Public Records**

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or [PublicRecordsRequest@ci.stuart.fl.us](mailto:PublicRecordsRequest@ci.stuart.fl.us), City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.**

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action with F.S. 119.0701 the Contractor shall:

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

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

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

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

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

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

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

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

- The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
- At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

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

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

**Section 15. Exhibits**

The following Exhibits are attached to and made a part of this Contract:

**“Exhibit A”** - "Proposal as Submitted by Respondent and Accepted by City"

**“Exhibit B”** - “Original Request for Proposal as Issued by City, including all Addenda”

**“Exhibit C”** - "Insurance and Indemnification."

**“Exhibit D”** "Performance and Payment Bond"

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures are on following page

**IN WITNESS WHEREOF**, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

**CITY OF STUART, FLORIDA**

**ATTEST:**

\_\_\_\_\_  
**CHERYL WHITE**  
**CITY CLERK**

\_\_\_\_\_  
**LOUIS J. BOGLIOLI III**  
**CITY MANAGER**

**APPROVED AS TO FORM  
AND CORRECTNESS:**

\_\_\_\_\_  
**MICHAEL MORTELL**  
**CITY ATTORNEY**

**WITNESSES:**

**CONTRACTOR**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**5.10 REQUEST FOR INFORMATION TO SUBMIT WITH IRS W-9 FORM**

Federal Income Tax Law requires a Form 1099 with a valid taxpayer identification number to be filed for payments made in the course of conducting a trade or business. Further, these payments may be subject to Backup Federal Income Tax Withholding for all payees who have not submitted a correct Federal Tax Identification Number at the time of payment.

Please read this form and complete the information thereon before signing and **returning with a copy of your IRS W9 Form**. If you are a corporation, we will not issue you a Form 1099 (Reference: 1.6401-3(c)). However, kindly return this form to document your corporate status.

In order to avoid the possibility of future payments being held subject to Backup Withholding at a rate of 31%, please complete the form printed below and return this letter to the above address or E-mail request to: [CityAccountsPayable@ci.stuart.fl.us](mailto:CityAccountsPayable@ci.stuart.fl.us)

**VENDOR NAME** \_\_\_\_\_

**DBA:** \_\_\_\_\_

**CORPORATE ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TELEPHONE:** (\_\_\_\_) \_\_\_\_\_ **FAX:** (\_\_\_\_) \_\_\_\_\_ **ALTERNATE PHONE:** (\_\_\_\_) \_\_\_\_\_

**COMPANY CONTACT NAME:** \_\_\_\_\_ **EMAIL ADDRESS:** \_\_\_\_\_

**TYPE OF CERTIFICATION**

- 1.  MBE
- 2.  MWBE
- 3.  SBA
- 4.  SDB
- 5.  DVBE
- 6.  Other: \_\_\_\_\_

***“THE ABOVE INFORMATION WILL BE USED FOR PURCHASE ORDERS”***

**REMIT TO ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TELEPHONE:** (\_\_\_\_) \_\_\_\_\_ **FAX:** (\_\_\_\_) \_\_\_\_\_ **ALTERNATE PHONE:** (\_\_\_\_) \_\_\_\_\_

**COMPANY CONTACT NAME:** \_\_\_\_\_ **EMAIL ADDRESS:** \_\_\_\_\_

**TYPE OF ORGANIZATION**

- 1.  Corporation
- 2.  Partnership
- 3.  Sole Proprietor
- 4.  Individual
- 5.  Government Agency
- 6.  Other: \_\_\_\_\_

**1099 REPORTING STATUS (Check One):**       Yes       No

**TAXPAYER IDENTIFICATION NUMBER:**

Employer Identification Number: \_\_\_\_\_ - \_\_\_\_\_

Print name of Taxpayer if using SS#: \_\_\_\_\_

**Under penalties of perjury, I certify that this statement is accurate and complete.**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_



# City of Stuart

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

Lenora Darden, CPPB  
Procurement Manager  
[purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us)

Telephone (772) 288-5308  
Fax: (772) 600-1202  
[www.cityofstuart.us](http://www.cityofstuart.us)

Date: May 16, 2018  
To: All Prospective Proposers  
Subj: Addendum #1 to RFP# 2018-202, Roll-Off Dumpster Services

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## ADDENDUM #1

The purpose of this addendum is to respond to questions submitted by potential proposers for clarification of the RFP as follows:

- Question:** Can the City provide an estimated number of monthly pulls for each of the four container categories (10 yd., 20yd., 30 yd., 40 yd.)?

**Answer:** The City does an estimated average of 15 pulls per month on all open top roll-off containers. The majority of our monthly open top service requests are for 20yd open tops.
- Question:** Please provide current rates for the services listed on RFP page 5 Part V RFP Submittals Price Proposal Form?

**Answer:** The current pricing is provided on the City website, under current City contracts: <http://www.cityofstuart.us/index.php/departments/procurement-contracting-services-division>.

### All other terms and conditions of this RFP remain unchanged.

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

Lenora Darden, CPPB  
Procurement Manager

Acknowledgement is hereby made of Addendum #1 to RFP# 2018-202, Roll-Off Dumpster Services.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

**EXHIBIT C**

**"INSURANCE & INDEMNIFICATION"**



**EXHIBIT D**  
**"PERFORMANCE BOND"**

**Performance Bond**

KNOW ALL MEN BY THESE PRESENTS, that we, Waste Pro of Florida, Inc., as Principal, (hereinafter called the "Principal"), and Westchester Fire Insurance Company, (hereinafter called the "Surety"), are held firmly bound unto City of Stuart as Obligee, (hereinafter called the "Obligee"), in the maximum penal sum of Seventy Five Thousand Dollars and 00/100 Dollars (\$75,000.00), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bound Principal has entered into a certain written contract with the above mentioned Obligee described as: RFP #2018-202 Roll-Off Dumpster Services dated \_\_\_\_\_, contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract for a period of only one year.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall indemnify the Obligee for any and all loss that the Obligee may sustain by reason of the Principal's failure to comply with the terms and conditions of said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that:

1. The term of this bond is for the period commencing June 19, 2018 and expiring on July 1, 2019, unless released by the Obligee prior thereto. However, the term of this bond may be renewed for an additional one-year period(s) by the issuance of a Continuation Certificate by the Surety.
2. Neither nonrenewal by the Surety nor failure of the Principal to provide the Obligee with a replacement bond shall constitute default under this bond.
3. In the event the Principal shall be declared by the Obligee to be in default under the Contract, the Obligee shall provide the Surety with a written statement setting forth the particular facts of said default no later than thirty (30) days from the date of said default, which notice shall be sent to the Surety by registered mail to the address in stated in Section 6 below.
4. The Surety will have the right and opportunity, at its option, and in its sole discretion, to: a.) cure the default; b.) assume the remainder of the Contract and to perform or sublet same; c.) or to tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall Surety be liable for fines, penalties, liquidated damages or forfeitures assessed against the Principal.
5. The Obligee's acceptance of this bond and reliance upon it as security constitutes its acknowledgement and agreement as to the terms under which it is offered and issued by the Surety.
6. All notices, demands and correspondence with respect to this bond shall be in writing and addressed to

The Surety at: 436 Walnut Street, Philadelphia, PA 19106  
 The Principal at: 4100 Selvitz Road, Fort Pierce, FL 34981-4728  
 The Obligee at: 121 SW Flagler Avenue, Stuart, FL 34994

SIGNED, SEALED AND DATED this 19th day of June, 2018.



Waste Pro of Florida, Inc.  
 Principal  
 BY: [Signature] (SEAL)

Westchester Fire Insurance Company  
 Surety  
 BY: [Signature] (SEAL)  
 Lisa Pless Attorney-In-Fact

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Carl Thomas McFarland Jr., Lisa Pless, all of the City of ATLANTA, Georgia, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Four million dollars & zero cents (\$4,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 5 day of January 2017.

WESTCHESTER FIRE INSURANCE COMPANY

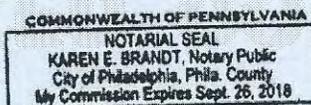


  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 5 day of January, AD. 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

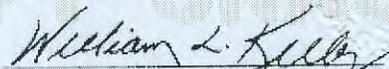


  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 19th day of June, 2018



  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER January 05, 2019.

