

**Tabulation Packet
for
Solicitation F-4457-15-RD**

Curbside Recycling Collection Services

designation: Public



City of Hollywood, Florida

#F-4457-15-RD - Curbside Recycling Collection Services

Creation Date **Apr 14, 2015**End Date **Jun 5, 2015 3:00:00 PM EDT**Start Date **Apr 30, 2015 4:47:30 PM EDT**Awarded Date **Not Yet Awarded**

F-4457-15-RD--01-01 Curbside Recycling Collection Service					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Waste Pro of Florida	First Offer - \$0.69	34578 / household	\$23,858.82	Y	Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: The quoted rate of \$0.69 is the weekly cost per household unit for recycling collection.			
Progressive Waste Solutions of FL, Inc.	First Offer - \$0.72	34578 / household	\$24,896.16	Y	Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Unit price per week is \$0.72 X 34,578 = 24,896.16 cost per week x 52 weeks = 1,294,600.00 annual total price.			
Waste Management [Ad]	First Offer - \$0.92	34578 / household	\$31,811.76	Y	Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Southern Waste Systems [Ad]	First Offer - \$1.15	34578 / household	\$39,764.70	Y	Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
World Waste Recycling [Ad]	First Offer - \$3.95	34578 / household	\$136,583.10	Y	Y
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

Supplier Totals

Waste Pro of Florida		\$23,858.82
Bid Contact	Tim Bowers tbowers@wasteprousa.com Ph 954-967-4200	Address 17302 Pines Blvd. Pembroke Pines, FL 33029
Agency Notes:		Supplier Notes:
Progressive Waste Solutions of FL, Inc.		\$24,896.16
Bid Contact	Carlos Verney carlos.verney@progressivewaste.com Ph 954-288-7526	Address 3101 NW 16th Terrace Pompano Beach, FL 33064
Agency Notes:		Supplier Notes:
Waste Management [Ad]		\$31,811.76
Bid Contact	Michael Marchese lpace@wm.com Ph 630-572-8630	Address 720 E. Butterfield Road Suite 400 Lombard, IL 60148
Agency Notes:		Supplier Notes:
Southern Waste Systems [Ad]		\$39,764.70
Bid Contact	Andy Plunski aplucinski@swsfl.com Ph 888-800-7732	Address 2380 College Avenue Davie, FL 33317
Agency Notes:		Supplier Notes:
World Waste Recycling [Ad]		\$136,583.10
Bid Contact	Eileen Damaso edamaso@worldwasterecycling.com Ph 305-635-5144 Fax 305-635-0087	Address 4701 NW 35 Ave. Miami, FL 33142
Bid Notes	Original Bid Bond available upon request.	
Agency Notes:		Supplier Notes: Original Bid Bond available upon request.

**

Waste Pro of Florida

Bid Contact **Tim Bowers**
tbowers@wasteprousa.com
Ph 954-967-4200

Address **17302 Pines Blvd.**
Pembroke Pines, FL 33029

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
F-4457-15-RD--01-01	Curbside Recycling Collection Service	Supplier Product Code: Supplier Notes: The quoted rate of \$0.69 is the weekly cost per household unit for recycling collection.	First Offer - \$0.69	34578 / household	\$23,858.82	Y Y
					Supplier Total	\$23,858.82

Waste Pro of FloridaItem: **Curbside Recycling Collection Service****Attachments**

Waste Pro Hollywood Bid F-4457-15-RD.pdf

WASTE PRO®

Caring For Our Communities®

CITY OF HOLLYWOOD, FLORIDA

CURBSIDE RECYCLING COLLECTION SERVICES BID # F-4457-15-RD

June 5, 2015 at 3:00 P.M.

City Hall/Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, FL 33020



wasteprousa.com



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TAB 1

Bidders Experience



Waste Pro of Florida Inc.-Southeast Florida Region Comparable Bidder Experience

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 5 years. Waste Pro can provide excellent references from these customers.

<u>Contract Name</u>	<u>Types of Service</u>	<u>Contact Person</u>
City of Hollywood	Residential Garbage Residential Yard Trash Residential Recycling	Charles Lassiter Envir. Services Dir. City of Hollywood P.O. Box 229045 Hollywood, FL 33022 Ph. 954/921-3211 Fax 954/921-3233

Residential Dwelling Count 34,000

classiter@hollywoodfl.org

Transition Date: February 2009-Present

Waste Pro transitioned services in Hollywood in 2009 from the City provided automated 95 gallon garbage carts and 18 gallon recycling bins to Waste Pro servicing existing automated 95 gallon garbage carts and delivering new 95 gallon recycling arts. This was a privatization from City of Hollywood Sanitation Department service to Waste Pro provided services. This contract was won in a competitive RFP process.

City of Miramar	Residential Garbage Residential Yard Waste Residential Recycling Commercial Front Load Commercial Roll off	Tom Good Director Public Works City of Miramar 13900 Pembroke Rd. Miramar, FL 33027 Ph. 954/802-6876 Fax 954/602-3750
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Commercial Business 1,071
Residential Dwelling Count 32,000
Transition Date: May 2011-Present

tgood@ci.miramar.fl.us

Waste Pro transitioned hand pick garbage service in cans and bags and 18 gallon recycling bin service to Waste Pro provided automated 95 gallon garbage cart and automated 65 gallon recycling carts purchased by the City. This was a competitive RFP situation. Commercial containers were also swapped out and replaced with Waste Pro dumpsters. This contract was won in a competitive RFP process.

**City of West Park**

Residential Garbage
Residential Bulk
Residential Recycling

W. Ajibola Balogun
City Administrator
City of West Park
P.O. Box 5710
West Park, FL 33022
Ph. 954/989-2688
Fax 954/989-2684

Residential Dwelling Count 5,000
Transition Date: January 2011-Present

abalogun@cityofwestpark.org

Waste Pro transitioned hand pick garbage service in cans and bags and 18 gallon recycling bin service to Waste Pro provided automated 95 gallon garbage carts and 95 gallon recycling cart pick up service. This contract was won in a competitive RFP process.

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 71st Avenue
North Lauderdale, FL 33027
Ph. 954/724-7056
Fax 954-720-2151

Commercial Business 550
Residential Dwelling Count 9,000
Transition Date: January 2012-Present

jbrady@nlauderdale.org

Waste Pro transitioned hand pick garbage service in cans and bags and 18 gallon recycling bin service to Waste Pro provided automated 95 gallon garbage cart and 65 gallon recycling cart pick up service. This was a competitive RFP situation. Commercial containers were also swapped out and replaced with Waste Pro dumpsters. This contract was won in a competitive RFP process

City of Pembroke Pines

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

Rose Colombo
Utilities Director
City of Pembroke Pines
13975 Pembroke Rd.
Pembroke Pines, FL 33027
Ph. 954/450-6905

Commercial Business 950
Residential Dwelling Count 38,000
Dates of Service: June 2013-Present

rcolombo@ppines.com

Waste Pro transitioned services in Pembroke Pines in 2013 from City provided 95 gallon automated garbage carts and City provided 18 gallon recycling bins to Waste Pro utilizing



existing automated 95 gallon garbage carts and Waste Pro providing 65 gallon automated recycling cart service. Commercial containers were also swapped out and replaced with Waste Pro dumpsters. This contract was won in a competitive RFP process.

City of Coral Springs

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

Rich Michaud
Public Works Director
City of Coral Springs
9551 W. Sample Road
Coral Springs, FL 33065
Ph. 954/344-1165
Fax: 954/344-5959

Commercial Business 1200
Residential Dwelling Count 29,000
Transition Date: January 2014-Present

rmichaud@coralsprings.org

Waste Pro transitioned hand pick garbage service in cans and bags and 18 gallon recycling bin service to Waste Pro provide automated 65 gallon garbage cart and 65 gallon automated recycling cart pick up. Commercial containers were also swapped out and replaced with Waste Pro dumpsters. This contract was won in a competitive RFP process.

City of Sweetwater

Residential Garbage
Residential Yard Waste
Residential Recycling

Allan Abolila
Public Works Director
City of Sweetwater
500 SW 109th Avenue
Sweetwater, FL 33027
Ph. 305/815-5851
Fax 305/223-1270

Residential Dwelling Count 2,500
Transition Date: March 2012-Present

AAbolila@cityofsweetwater.fl.gov

Waste Pro transitioned service from the City's existing automated 95 gallon garbage cart and 65 gallon automated recycle to the same service with Waste Pro automated trucks. This bid was a piggy back bid.

City of North Miami

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

Aleem Ghany
City Manager
City North Miami
776 NE 125th Street
North Miami, FL 33161
Ph. 305/495-0154
Fax 954720-2151



Commercial Businesses 200
 Residential Dwelling Count 10,000
 Transition Date: March 2012-Present

aghany@northmiamifl.gov

Waste Pro transitioned services in North Miami in 2012 from the City provided automated 95 gallon garbage carts and 95 gallon recycling carts to Waste Pro providing automated collection in the City owned 95 gallon garbage and 95 gallon recycling carts. This was a privatization/piggy back contract from City of North Miami Sanitation services to Waste Pro provided services.

City of Port St. Lucie

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

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

Commercial Container Count 2,285
 Residential Dwelling Count 64,300
 Transition Date: 2006-Present

carmenc@cityofpsl.com

Waste Pro transitioned services in City of Port St. Lucie in 2006 from the existing competitor hand pick up in garbage cans and bags and 18 gallon recycling bins to Waste Pro service of hand pick up in garbage cans and bags and 18 gallon recycling bins. Sixty-five (65) gallon residential recycling carts were introduced in 2013. Commercial containers were also swapped out and replaced with Waste Pro dumpsters. This contract was won in a competitive RFP process.

St. Lucie County

Residential Garbage
 Residential Recycling
 Residential Yard Waste

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

Commercial Container count 2,558
 Residential Dwelling Count 20,100
 Transition Date: 2004-Present

robertsr@stlucieco.org

Waste Pro transitioned services in St. Lucie County in 2004 from the existing competitor hand pick up in garbage cans and bags and 18 gallon recycling bins to Waste Pro service of hand pick up in garbage cans and bags and 18 gallon recycling bins. Sixty-five (65) gallon residential recycling carts were introduced in 2013. Commercial containers were also swapped out and replaced with Waste Pro dumpsters. This contract was won in a competitive RFP process.



TAB 2

Equipment



EQUIPMENT

EQUIPMENT

Waste Pro will provide and maintain all necessary collection vehicles, recycling cart repair vehicles and other miscellaneous equipment to perform recycling collection services in the City of Hollywood. 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 Hollywood will be kept in an appearance and condition that is acceptable to the residents, business owners, and ultimately the contract administrator Environmental Services Department. All 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

- 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 3rd 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.

MANPOWER

Waste Pro fully understands that we are only as good as the people that we put in position to service the municipalities we work in. 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.



All potential employees will be subject to our pre-employment screening process which includes a background check, MVR check, and pre-employment drug screening. All employees will 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. Route drivers and collection personnel will familiarize themselves with route layouts, collection requirements, improper set-out notices, and equipment to be used. All collection personnel will be full time employees and will be in company uniform at all times. 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.

Truck Inventory List

A truck inventory list is located at the end of this section. All of the trucks that will be used to service the residents of Hollywood are included on this list. Front line and spare truck details are provided.

TRUCKS AND PERSONNEL FOR HOLLYWOOD RECYCLING COLLECTION

WASTE PRO OF FLORIDA INC.

June 5, 2015

Truck	Assignment	Drivers	Helpers	Duty	Year	Description	Chassis	Model	Fuel Type	Body	Capacity	Owned or Leased	Recycle Rewards Equipt. Installed
Asset Number	Recycling Collection	Number of Licensed Drivers	Number of Helpers	Indicate Front-line or Backup or Spare	Year of Vehicle	Rear Loader with Cart Tippers	Manufacturer	Model		Manufacturer	cubic yards		
651	Recycling Collection	1	1	Front line	2009	Yes	Mack	MRU	Diesel	Leach	31	Owned	yes
648	Recycling Collection	1	1	Front line	2009	yes	Mack	MRU	Diesel	Leach	31	Owned	yes
657	Recycling Collection	1	1	Front line	2009	yes	Mack	MRU	Diesel	Leach	31	Owned	yes
654	Recycling Collection	1	1	Front line	2009	yes	Mack	MRU	Diesel	Leach	31	Owned	yes
650	Recycling Collection	1	1	Spare	2009	yes	Mack	MRU	Diesel	Leach	31	Owned	yes



TAB 3

Key Personnel



Key Personnel-Assigned to Hollywood Recycling Waste Pro Florida, Inc. Southeast Region

Russell Mackie - Regional Vice President, Contact no. 772-370-3509, 17302 Pines Blvd. Pembroke Pines, FL 33029.

- Overall Project Management
 - Oversight of all Company Operations with the City
 - Works with Waste Pro Division Manager to achieved maximum Customer satisfaction
 - Has Authority to make representations for the Company
- A. Fourteen (14) years with Waste Pro, Twenty (20) years overall waste 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.

Tom Martyn – Division Manager Contact no. 954-967-4200, 17302 Pines Blvd. Pembroke Pines, FL 33029

- Oversees and manages all aspects of the hauling operations for the division in both Broward and Dade counties.
- 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 pick-ups and customer complaints.



A. New to Waste Pro of Florida, Inc., FL., Thirty (30) plus years of Waste Industry Experience

B. Elmhurst College, Illinois

C. Tom has primary responsibility for providing oversight, coordination, supervision, planning, and administration to our Pembroke Pines Operating Division. Tom is skilled in implementing advancements in safety, productivity and stabilizing operations. Tom is an operations leader who has built high performance teams by exercising superior judgement and the proper balance of command and control. In partnership with the Division operations management team and City Staff he will meet defined objectives, provide timely reporting and ensure maximum customer service satisfaction.

Kenneth Rivera – Contract Administrator, Contact no. 954-445-9214, 17302 Pines Blvd., Pembroke Pines, FL 33029.

- Tracks and insures that all requirements of the Hollywood Recycling Contract with Waste Pro of Florida Inc. are met and works on process improvements.
- Interacts with local city departments and community agencies to enhance customer relationships, promote community involvement and ensures customer satisfaction.
- Works with functional groups to resolve service issues and builds community rapport.
- Works with City Staff on contractual pricing issues.

A. 4 years with Waste Pro at 17302 Pines Blvd., Pembroke Pines, FL.

Fifteen (15) plus years of Waste Industry Experience

B. Two years of College in Political Science and Philosophy

C. Trained at the Gallup University in Woodland, Texas

Kenneth started in the industry from the ground up 15 years ago. His career began in South Florida with County Sanitation, Browning Ferris Industries, Waste Management, Inc. and now with Waste Pro. He is extremely familiar with the intricacies of starting up new business and has extensive experience in developing and identifying improvement opportunities throughout. He will work with City staff on troubled service issues and work on process improvement.

Tim Bowers - Municipal Marketing Manager Contact no. 305-970-1010, 17302 Pines Blvd., Pembroke Pines, FL 33029

- Maintains working relationship with the city and serves as a liaison to the City for Waste Pro's participation in community sponsored events.



- Consults with municipal officials and community groups to foster Key City relationships and business partnerships.
- Involvement with complaints resolution as by municipal staff and elected officials
- A. 5 Years with Waste Pro of Florida, Inc., 30 years of Waste Industry Experience.
- B. Bachelor's Degree in Business Management, University of Toledo
- C. Tim has worked in most areas of solid waste management. He has extensive knowledge of Customer Service Improvement and is well versed in recycling incentive programs. He has firsthand knowledge of the Rewards for Recycling Incentive Program.

Luis Martinez-Lead Route Supervisor Contact no. 954-665-9348, 17302 Pines Blvd., Pembroke Pines, FL 33029

Two Route Supervisors will be assigned to the Hollywood recycling contract. Luis will be the Lead Supervisor and share managerial duties with one other supervisor. He is accountable for the daily evaluation of the truck and manpower needs for the Hollywood recycling 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 next day's pickup. Interact with city or county 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. Three (3) years of experience with Waste Pro and 5 years of solid waste industry experience
- B. High School diploma
- C. Luis will be available to attend Environmental Services weekly staff meetings to discuss and evaluate recycling services and issues encountered in the field. He will also solve performance related issues, provide input to City Staff and share information to ensure delivery of quality customer service. He will be available for other public meetings to explain or promote recycling collection services.

Elliot Chevres-Route Supervisor, Contact no. 954-445-9256, 17302 Pines Blvd., Pembroke Pines, FL 33029.

- Directly responsible for the supervision of drivers and helpers and performance of daily operations. Greets 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 next day's pickup. Interact with city or county 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 driver. 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 of Florida Inc. and 20 years of related experience
- B.** High school Diploma and Military Experience
- C.** Elliot has wide ranging solid waste and hauling experience. He is good at handling customer issues and can bring out the good qualities in his drivers. He works well independently and makes sound decisions to resolve problems.

Russell Mackie

Home/Cellular 772-370-3509

rmackie@wasteprousa.com

Professional Profile

Consistent and attentive professional with a diverse range of experience in waste management, disaster management, recycling and green-development. Skilled in balancing high-priority with general maintenance and exhibiting a mastery of complex issues in the field of municipal waste and recycling management. Specialized skills that have been harbored and developed through a decade plus of hands on experience and serve to satisfy the needs of clients and customers alike.

Professional Background**Regional Vice President***Waste Pro of Florida, Inc.*2001- Present
South Florida Region

- Twenty (20) years+ of experience in operations and management of waste and recycling with Waste Pro USA.
- Project Manager for the development, start up and ongoing management of twenty (20) municipal contracts in the South Florida region.
- Overseer for contracts which now provide solid waste and recycling to over 285,000 homes and 7,500 businesses.
- Primary Project Developer for contracts which provide \$125,000,000.00 in revenue annually.
- Liaison for municipal waste management contracts covering eight (8) counties.
- Specialized experience in disaster cleanup for areas stricken by natural disaster including but not limited to hurricanes, floods and tornados.
- Coordinator for hurricane cleanup efforts in St. Lucie County for hurricanes Frances, Jeanne and Wilma.

Sales & Marketing Director*Delta Recycling Corporation*1997-2001
South Florida Region

- Conducted sales and marketing over an expanse area for the (#1) primary producer of recycling waste in the nation.
- Developed and maintained open market accounts for both solid waste and recycling in the South Florida region.
- Overseer for account development and recycling education for the South Florida marketing team.

Maintenance Officer*South Eastern Reclamation*1994-1997
Miami, FL

- Manager and overseer for maintenance of industrial machines and Mack Trucks at the reclamation facility.
- Executed all aspects of maintaining the vehicles including but not limited to adhering to preventative maintenance measures.

Education

College Level Education


Florida Southern College

POWER OF ATTORNEY

This Power of Attorney made this 21 day of May 2015, 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 City of Hollywood, Florida
Bid #F-4457-15-RD Curbside Recycling Collection Services.
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 a officer of Waste Pro of Florida, Inc.



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

5/21/2015

Sworn to (or affirmed) and subscribed before me this 21 day of May, 2015, by John J. Jennings.



(Signatory of Notary Public – State of Florida)



(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known X or produced Identification _____

Type of Identification Produced _____

THOMAS J. MARTYN

824 Chretien Point Avenue, Covington, LA ♦ (985) 445-8265 ♦ tjmartyn720@gmail.com

DISTRICT MANAGER / GENERAL MANAGER

Catalyst for Growth, Revenue Maximization and Progressive Executive Leadership
Acquisition Integration Expert, Robust Negotiator, Pioneer in Productivity and Workflow Enhancing Strategies

Revenue-driver with over 35 years of Executive-level leadership in the Waste Management industry. Recognized for significant expansion strategies and financial turnaround improvements. Skilled in implementing advancements in safety and productivity, and stabilizing operations during volatile acquisition integrations. Highlights include:

- ♦ Launched operational start-up of Jefferson Parish, LA municipal contract, producing maximum levels of customer satisfaction, in turn facilitating a first-time, ten-year contract extension forecasted to produce \$200 million in revenue over the term.
- ♦ Spearheaded and successfully integrated acquisitions of 5 separate companies in 8 separate locations, critically expanding scope and revenue in excess of \$90 million within a three year period.
- ♦ Career-long performance and profitability leader, implementing sweeping improvements in process and procedure, launching successful strategies for new markets and improving division operations in such diverse locations as IL, OH, MI, IN, GA, FL, LA and Saudi Arabia.

EXECUTIVE BENCHMARKS

- Successfully conceptualized and achieved maximum success in Jefferson Parish, LA by creating the operating plan to provide waste collection to 115,000 homes, completing all start-up operational processes within three months.
- Accelerated revenue growth from \$25 million in 2009 to \$135 million by 2013.
- Established innovative Safety Performance strategies resulting in a 3-year reduction of 55% in injuries and 89% in accidents.
- Propelled turnaround of Florida company financials within one year of start, producing a gain of 5% EBIT.
- Catapulted Indiana company from worst financial performance in US to achieving "Shareholder Pillar – Division of the Year Award," and 104% of annual Revenue Budget, 126% of EBIT Budget and 243% of Economic Value Added Budget in 1997

PROFESSIONAL EXPERIENCE

IESI/PROGRESSIVE WASTE SOLUTIONS, 2009-2014

AREA DISTRICT MANAGER, South Louisiana, Greater New Orleans

Oversee operations for 9 hauling companies, 1 Materials Recovery Facility and 1 Landfill; services include Municipal contracts, French Quarter cleaning and Commercial & R/O accounts for 550,000 customers.

- Selected, designed and remodeled a new facility in Jefferson Parish, LA to provide waste collection to 115,000 homes. Networked with community leaders, hired and trained all new employees, routed and prepared new vehicles, and completed initial start-up within a three month period.
- Negotiated contract and implementation of Jefferson Parish, LA agreement, culminating in a new 10 year landfill operating agreement.
- Cultivated a culture of progressive revenue growth from \$25M in 2009 to \$135M in 2013.

Leadership and Revenue Impact

- Increased profits yearly, receiving "Best Year Over Year Financial Performance" 2011 .
- Drove rapid expansion, optimized workflow and productivity efficiencies, and generated increased profits, receiving "Best Year Over Year Financial Performance" 2010.

WASTE MANAGEMENT INC. OF FLORIDA, 2001-2009

DISTRICT MANAGER

Oversaw and led operations for 145,000 homes and 6,200 Commercial accounts for Sarasota County. Transformed company financial performance in first year with a gain of 5% EBIT and delivered Improved Safety Performance with a 3 year reduction in 55% injuries and 89% accidents.

- Transitioned and consolidated two diverse hauling operations into one successful unit.
- Led the negotiation of Labor agreements and decertified Union within 1 year.
- Positioned company to negotiate a 7 year extension of FL County franchise agreement following a highly political RFP and Bid process.
- Generated improved Composite Productivity annually from 2005 to 2008 in excess of 4.5%.
- Attained GOLD Service Machine standards from 2006 through 2008.
- Stabilized workforce to a 2.4% turnover rate in a tight Labor market.

ALLIED WASTE INDUSTRIES, 1998-2001

DISTRICT MANAGER - Atlanta, GA

Oversaw operations for fifteen locations with \$52M in annual revenue for the first two years. Transitioned into managing ten locations with over \$158M in annual revenue and 620 employees.

- Launched the Allied Waste operating model into the BFI Atlanta and Augusta hauling companies, landfills and transfer stations within 9 months of the acquisition
- Drove business growth strategies, meeting and exceeding annual Revenue Budget and 108% of annual EBITDA Budget by 2000.
- Delivered first six months of 1999 (prior to acquisition of BFI) at 107% EBITDA Budget.
- Achieved First Allied Waste District manager to exceed EBITDA Budget in Atlanta, GA.

WASTE MANAGEMENT, INC., 1974-1998

GENERAL MANAGER, Indianapolis Market Area – Indianapolis, IN

Maximized and revolutionized division operations, overseeing four locations with 160 employees and annual revenues in excess of \$36M.

- Spearheaded business growth strategies, meeting and exceeding annual Pre-Tax Budgets at 130% and 135% in 1995 and 1996 respectively.
- Achieved 104% of Annual Revenue Budget, 126% of EBIT Budget and 243% of Economic Value Added Budget in 1997.
- Established Safety Performance procedures such as the "Peer Review Committee," and initiated safety and compliance tracking for supervisors that reduced accident frequency by 45% within a year.
- Formulated and implemented plans to internalize disposal volumes and increase third party volumes at the landfill.
- Provided first time special event services to the Indianapolis Motor Speedway during the "500" and the inaugural "Brickyard 400", resulting in approximately \$250,000 in annual reoccurring revenue.
- Revitalized loss-producing hauling division into a profit-generating asset.

Leadership and Revenue Impact

- Reversed financials from the worst division performer in the US during 1993 to receiving the "Shareholder Pillar – Division of the Year Award" in 1996 .

- Pioneered creative strategies that led the company to achieve the largest net customer growth and lowest loss rate in a 10 state area in 1997, subsequently receiving a prestigious Sales Growth Award.

GENERAL MANAGER, Mideast District Medical Waste Operations – 1988-1990

Launched the start-up of incineration plants and the integration of hauling operations. Managed plants in Indianapolis, IN; Toledo, OH; Youngstown, OH; and Dayton, OH

ASSISTANT DISTRICT MANAGER, Mideast District, Detroit, MI – 1986-1988

- Negotiated and delivered new labor agreement with the Michigan Teamsters Union that froze wages for 3 years while building in first-time incentives for safety and attendance.
- Oversaw operations in MI and OH with revenue of more than \$140M.
- Integrated Envirotech Operating Systems (E.O.S.) wastewater treatment plants into Waste Management.

GENERAL MANAGER, Industrial Waste Disposal Hauling Division, Dayton, OH – 1984-1986

OPERATIONS MANAGER, University Sub-Area – Jeddah Saudi Arabia -1983-1984

- Directed the service mobilization for the University Area of the company's Jeddah, Saudi Arabia contract.

ROUTE SUPERVISOR/MANAGEMENT TRAINEE, Chicago, IL -1974-1982

Kenneth Rivera

RRivman71@gmail.com • 4049 Bluff harbor way Wellington, Florida 33449 • 954-445-9214

Objectives

General Manager Executive with over fifteen years (15) of progressive leadership strategies managing operations, sales and municipal marketing teams. A collaborative management style that enables a big picture approach to new sales, account management, enhanced safety culture, and margin improvements.

Core strengths:

- P&L Management
- Enhancing Safety Culture
- Employee interaction and Engagement
- Municipal Contract Negotiations
- Contract Implementation
- Budget Preparation and total company expense control
- Margin Improvements
- Multi-Site Management
- Union Site Management

Experience

Waste Pro 17302 Pines Boulevard Pembroke Pines, Florida 33029

Municipal Retention Manger **February 2014 – Present**

Responsible for maintaining key relationships with all Municipalities in Waste Pro's portfolio in Broward and Dade Counties, Managing contract terms up to and including negotiating contract renewals. Liaison between City Staff and Company operations.

Waste Pro Broward and Dade County Florida

Divisional Manager November 2010 – February 2014

Directed Two Growth Divisions to revenues of over 50 million dollars through a collaborative team effort of municipal contract negotiations and directly responsible for implementation of those contracts. Daily management of 105 route operation ensuring compliance with all OSHA Safety guide lines and service delivery of contract.

Waste Management of Martin County, Florida

Senior District Manager August 2009 – April 2010

Directed the daily activities of 125 employees across the Martin county market to ensure EBIT attainment, contract performance, productivity improvements and service delivery, including post collection transfer station. Directed daily activities of a 3 million dollar a month district comprised of 90 vehicles.

Kenneth Rivera

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Waste Management of West Palm Beach, Florida**Senior District Manager June 2006 – August 2009**

Recruited to turn around a troubled Palm Beach area operation with over 200 employees. Directed daily activities 120 truck operation that included automated vehicles. Monthly revenues of 4 million dollars with a 12% EBIT margin an increase of 6 % over the course of the three years. Directly supervised 10 direct reports consisting of Operations manager, Route Supervisors and Maintenance managers.

Waste Management of Brevard County, Florida**Senior District Manager January 2003 – August 2006**

Responsible for multi union sites in Brevard County & Indian River County (Melbourne, Cocoa Vero Beach). Annual revenues of 16 million dollars consisting of residential, commercial and industrial vehicles.

Southern Sanitation Broward County Florida (Waste Management)**Operations Manager January 1999 – January 2003**

Operations Manager for Southern Sanitation (a Waste Management Company) with 100 million in annual revenues servicing 19 Municipal and open market contracts in Broward County Florida. Directed daily activities of 160 vehicles with 325 employees including a customer call center.

Timothy Bowers

Home/Cellular 727-612-1121
Work/Cellular 305-970-1010

800 Parkview Drive, Unit 610
Hallandale Beach, FL 33009
tbowers9@comcast.net

Professional Profile

Highly reliable, conscientious business development professional with strong work ethic and effective presentation skills. Develop and coordinate new business opportunities in the marketplace through continuous professional contact with existing and/or new clientele and determines clients long-range need for services and capital expenditures. Solicit qualified bid/proposal opportunities and evaluates client needs for bids and proposals and sells appropriate services.

Professional Background**Municipal Marketing Manager**

Waste Pro of Florida, Inc.

2010-Present
Pembroke Pines, FL

Business development for waste removal and recycling service contracts in South Florida

- Delivered oral and written presentations for municipal contracts
- Interacted with mayors, city managers, and department directors of major cities
- Researched and prepared Request for Proposals and bids for municipalities, including history of accounts, pricing schedules, and adjustments performance reports
- Planned and conducted meetings, town halls, open forums, and social events

Regional Manager

RecycleBank

2007 to 2009
Tampa, FL

Business development for recycling rewards incentive program throughout the Southeast.

- Delivered oral and written presentations on incentive programs for municipal contracts
- Interacted with mayors, city managers, and department directors of major cities
- Researched and prepared marketing data for municipalities, including history of accounts, pricing schedules, and adjustments performance reports
- Planned and conducted meetings, town halls, open forums, and social events

Sales Manager

Allied Waste-Detroit North

2004 to 2007
Pontiac, MI

Charged with rebuilding a troubled office and positioning it to meet sales goals.

- Reduced lost customer rate from 12% to 8% within 4 months
- Built sales team and restructured sales efforts
- Established Account Retention team to reduce losses
- Implemented a successful price increase strategy to ensure goal achievement

Region Sales Manager

Allied Waste-Southeast Region

2002 to 2004
Atlanta, GA

Provided sales management leadership to 17 operating companies in Georgia, Florida and Puerto Rico.

- Commissioned to rebuild region sales team and restructure sales efforts through coaching, field sales management and training.
- Performed hiring, training and troubleshooting; primarily developing sales managers
- Managed a regional price increase effort resulting in an 80% revenue retention rate.

Sales Manager

Waste Management, Inc

2001 to 2002
South Bend, IN

Managed sales for 4 operating companies throughout Northern Indiana, directing a staff of 23 reps including outside and inside reps, customer service reps, pricing manager and sales support personnel.

- Reorganized sales department improving accountability and sales effectiveness
- Established, communicated and monitored sales performance standards, resulting in a cohesive sales department that met sales goals
- Established and maintained negotiation parameters to attain the company's profit goals

Performance Enhancement Consultant

2000 to 2001

Columbus, Oh

Malcolm Pirnie, Inc

Consulted with management and labor of major municipal utility on successfully changing the profile, internal structure and culture of core business groups to reflect new strategies. Provided leadership for client performance improvement work teams.

- Over a six month period led four client teams to identify over \$4.1 million in savings opportunities of which \$1million were realized within 3 months.
- Planned, developed and designed a series of guidebooks that detailed the company's methodology for branding its process improvement plan.

Sales Manager

1998 to 1999

Toledo, OH

Waste Management, Inc.

Managed sales for 4 operating companies throughout NW Ohio, directing a staff of 14, including outside and inside sales reps, customer service and support personnel.

- Built sales team and restructured sales efforts
- Trained and developed inside sales telemarketing team
- Implemented successful price increase strategies

Sales Manager

1997 to 1998

Dallas, TX

Waste Management, Inc.

Managed eight outside sales reps in the sale of services for three operating companies. Credited with rebuilding an ineffective office staff and positioning it to meet sales goals

- Established a specialty sales position that resulted in the division surpassing revenue goals
- Reduced the lost business rate by 20%
- Generated significant sales increases through motivation, training and new sales programs

Additional Experience

Corporate Sales Trainer
Waste Management, Inc.

1994 to 1997

Oakbrook, IL

Site Manager
Waste Management, Inc.

1993 to 1994

Columbus, OH

Education

B.S., Business Management
University of Toledo

Toledo, Ohio

Training, Skills & Seminars

- Quality Service Skills
- Quality Service Skills Coaching
- Professional Teleselling Skills
- Professional Sales Negotiations

LUIS MARTINEZ

8930 W flagler st , Miami, FL 33174 | C: 305-720-8893

Executive Summary

High-energy Manager successful in building and motivating dynamic teams. Cultivates a company culture in which staff members feel comfortable voicing questions and concerns, as well as contributing new ideas that drive company growth.

Core Qualifications

- Staff development
- Policy/program development
- Supervision and training
- Calm under pressure
- Complex problem solving
- Team player

Professional Experience

Route Manager Dec 2014 to Current

Waste Pro - Pembroke Pines, FL

Responsible for supervising the daily service delivery to residential Waste Pro customers ensuring safe, timely, and cost effective delivery of contracted services in accordance with Waste Pro practices ,procedures ,and applicable regulations. This position understands Waste Pro Core Values and applies principles of Positive Leadership in the supervision of drivers

Residential Driver

Apr 2011 to Dec 2014

Waste Pro - Pembroke Pines, FL

Responsible for collecting residents trash. Performing Pre and post trips on my truck.

Residential Driver

Aug 2007 to Mar 2011

Waste Management - Bradenton, FL

Responsible for collecting residents trash. Performing Pre and post trips on my truck.

Grocery Manager

Jun 2003 to Jul 2007

Sweetbay Supermarkets - Sarasota, FL

Delegated tasks to team members to optimize productivity. Interviewed, hired and trained new team members. Evaluated department conditions and operations to determine strengths and areas for improvement. Forecasted, scheduled and monitored labor to be consistent with store traffic. Managed an efficient, friendly and effective crew of 30

Education

High School Diploma

2003

South Brooklyn Community High School - Brooklyn, NY

Affiliations

Leadership Development Program

ELLIOT CHEVRES, JR.

1521 Hammock Ln.
Pembroke pines, FL 33026

(954) 483-0507
echevresjr@gmail.com

Summary of Qualifications

Experienced management professional with a proven track record of success and exceptional capability to lead change with the following competencies:

Customer Satisfaction
Staff Management
Motivational Leader

Key Relationships
Territory Sales
Consultative Sales

HVAC Experience
Sales Management
New Business Development

- * Proven ability to maximize profit by promoting products and developing positive rapport with clientele.
- * Excellent qualifications with branch management and organizational development.
- * Proven ability to lead and motivate employees to maximize production.
- * Knowledge of the following Brands: Rheem, Nordyne, Intertherm & American Standard

Professional Experience

WASTE PRO OF FLORIDA – Pembroke Pines, FL 2009 to Present
Route Manager

Oversee the daily collection of refuse for the city of Hollywood which includes Solid waste, Yard waste & recycling service with 30 Employees and 19 Trucks.

GEMAIRE DISTRIBUTORS - Hollywood, FL 2005 to 2009
Operations Manager

Selected among a qualified group of candidates to manage the daily operations of the Hollywood Branch. Supervised all branch employees, conducted hiring, and all on the job training. Further responsibility included inventory control, inspections. Responsible for increasing the sales from 10 Million dollars in 2005 to 14+ Million dollars in 2007 and having the best E.B.I.T in the entire company.

GEMAIRE DISTRIBUTORS, Inc. - Perrine, FL 1999-2005
Operations Manager

Responsible for the daily operations of the Dade Branch with a 1.5 million dollar inventory and yearly sales of over 6 million. Supervised eight employees and conducted all branch hiring and training of new employees. Further responsibility included inventory control.

GEMAIRE DISTRIBUTORS, Inc. - Pompano, FL 1997-1999
Counter Sales

Provided positive customer service and sales for the Pompano Branch. After a successful sales record at the counter was promoted to Operations Manager of the Perrine location.

REFRICENTER OF BROWARD, Inc. - Pompano, FL 1992-1997
Counter Sales

Provided positive customer service and sales for the Pompano Branch

United State Air Force 1990-1992
Medical Administration

Education

American Senior High School 1986-1990
Miami, Fl



TAB 4

Operations Plan



Operations Plan for Hollywood Bid # F-4457-15-RD Curbside Recycling Collection Services

Waste Pro is the fastest growing Solid Waste and Recycling collection company in the Southeastern United States, and is nowhere more prevalent than Broward and Miami-Dade Counties. In 2011-2014, Waste Pro has successfully transitioned Solid Waste and Recycling collection services in ten (10) cities: 1-Miramar, 2-West Park 3-North Lauderdale, 4-Pembroke Pines, 5-Coral Springs, 6-Sweetwater, 7-North Miami, 8-Unincorporated Broward County, 9-Hillsboro Beach and 10-Lauderdale-By-The-Sea have all contracted with Waste Pro. Waste Pro demonstrated its expertise in transitioning the services by formulating a comprehensive operations plan necessary to accomplish such a feat. Waste Pro has created the following comprehensive Operations Plan for the City of Hollywood to provide the safest, most efficient services while protecting the health and welfare of its residents and environment.

TRANSITION-NO TRANSITION WITH WASTE PRO

Waste Pro has provided the recycling collection service for the City of Hollywood for the past 6 years. Waste Pro understands City's recycling service requirements. We currently replace and repairs carts and know the City's collection routes especially the alley ways. Awarding the contract to Waste Pro would mean that there is no learning curve and no confusion for residents.

RESIDENTIAL RECYCLING COLLECTION



Single Family Recycling Collection –Curbside or Alley Way Collection in Carts

All residential single family homes will be collected one (1) times per week per the current schedule. Waste Pro proposes to keep all residents recycling service days and routes exactly the same. This will ensure that there will be no confusion for your residents caused by changing service days. Recycling will be collected at curbside or alley way. The collection vehicles for recycling services are listed in the Tab 2 Equipment section of this Proposal.

All trucks specifications are listed. Waste Pro proposes to use rear end load trucks with automated cart tippers and these trucks will require one driver and one helper. Waste Pro has learned over the past six (6) years that rear load trucks are the only collection method that works to service carts in the alley ways.

Service will be provided between the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday and will be completed with a minimal amount of noise and disturbance. Hollywood Beach will be serviced between the hours of 8:00 a.m. and 1:00 p.m. All recycling containers will be thoroughly emptied and returned to their original curbside location prior to service. All recycling collection vehicles will have one CDL class A or B licensed driver and on helper. All recycling collection personnel will be full time employees and will be in company uniform at all times. In addition, all recycling collection personnel will receive comprehensive safety and operational training prior to working on the vehicles.



GARAGE AND MAINTENANCE FACILITY

Waste Pro will service the City of Hollywood from our fully equipped operations center at 17302 Pines Boulevard, Pembroke Pines, FL. Waste Pro has been at this location for six (6) years. This operating facility is (20) twenty minutes from Hollywood. The garage is fully equipped with eight (8) truck maintenance service bays, a staff of fourteen (14) fully trained truck mechanics, three (3) mechanics helpers and all equipment necessary to maintain a fleet of over 120 front line waste removal trucks and support vehicles. This location also houses the Customer Service Department and administrative support staff and is open from 7:00 a.m. to 7:00 p.m.



RECYCLING MATERIAL RECOVERY FACILITY

Waste Pro will deliver all solid waste and recycling materials generated and collected in Hollywood to the designated facilities identified by the City. The City's current designated material recovery facility is the Progressive Waste Solutions in Pembroke Park

LEAD ROUTE SUPERVISOR

Luis Martinez will be the lead route supervisor who will be working with the front line drivers in Hollywood. He will oversee the daily operations and collection routes in the City. He will be equipped with a smart phone and a lap top computer for communication with Customer Service, residential customers and City Staff. His major responsibility is to ensure a rapid reply to customer and staff inquiries. Luis will meet residents to resolve issues, retrieve misses or late set outs.

He will be available to the city Monday through Saturday from 7:00 a.m. to 7:00 p.m. He will be available by phone or email.

Luis Martinez-Lead Route Supervisor

Cell Phone: 954-665-9348

Email lmartinez@wasteprousa.com

CUSTOMER SERVICE CENTER

Waste Pro is committed to being the "Distinguishable Difference" in serving the City of Hollywood. Our management and customer service teams are dedicated to customer service and we have a proven track record as our current customers and municipalities will 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 Center staff in our Pembroke Pines Operations 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 residents to contact Waste Pro. The telephone service will be staffed from 7:00 a.m. to 7:00 p.m. Monday through 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.



EDUCATIONAL SERVICES

Waste Pro has a long-standing reputation of facilitating a smooth transition for residents when service levels and technologies change. Partnerships with Hollywood officials are essential when determining which methods of communication are the most effective for conveying clear and concise service information to each resident. Waste Pro will partner with Hollywood and their communication specialist to provide links for the City webpage on our home website page, for ease of reference.

RECYCLING COLLECTION FROM CITY PARKS AND FACILITIES

At no charge to the City, Waste Pro will provide sufficient equipment to service all City Parks and Facilities identified in the bid specifications. Waste Pro will be available to service all facilities on the requested service days. All facilities will be serviced between the hours of 7:00 am and 7:00 pm. Should the list of facilities change Waste Pro will service any additional locations at no charge.

SPECIAL EVENT PROGRAM

Waste Pro will provide, at no cost to the city, recycling cart collection for the special events listed on page 50 of the bid document which is on average 15-20 events per year. Waste Pro will deliver the appropriate container for each event.

QUALITY STANDARDS PROGRAM

Waste Pro believes that we are the Distinguishable Difference in the Waste Industry. We have achieved this standard by offering a quality of service that cannot be matched by any other company.

Our quality control is our employees, who are very conscientious about their jobs and always strive to achieve the highest standards. Each employee is rewarded for this high standard with weekly bonuses and Franklin Awards. In addition drivers who achieve a 3 year perfect record are given a \$10,000.00 bonus. Companywide Waste Pro has already given over 100 drivers this Award.

Weekly bonuses are based on performance, attendance, safety, neatness, cleanliness, just to name a few. Franklin awards are given to any employee whether it is a driver, helper or customer service rep for outstanding performance, recommended by a resident of the municipality being serviced. If a resident or a customer sends a letter about an employee's outstanding performance, the employee is given a Franklin Award which is a \$100.00 bill.

Waste Pro believes that excellent service to our customers is our biggest asset. We welcome our customers to call or email us at any time for any concerns they may have. Our supervisory and management staff is always ready to assist our customer service staff in this area.





TAB 5

***TRAC EZ-Customer
Service Plan***



TRAC EZ -CUSTOMER SERVICE

Waste Pro is committed to being the "Distinguishable Difference" in serving the City of Hollywood residents. 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 to. 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 Customer Service Center at 17302 Pines Boulevard in Pembroke Pines. Our Customer Service Staff is prepared to manage English, Spanish and Creole speaking customers. A non-toll telephone service line will be available for the City residents to contact Waste Pro. The telephone service will be staffed from 7:00 a.m. to 7:00 p.m. Monday through Saturday. Supervisory staff will be available 24 hours daily by cell phone and an emergency telephone number is will be provided.

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

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 residential customers activated. 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 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 they may have.

- All complaints, compliments or requests are logged into our TRAC EZ system and attached to the customer account by our customer service reps.
- City of Hollywood resident calls will be answered within a maximum of five (5) rings.
- If the collection of any Residential 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. Customer Service Representatives will attempt call backs within one hour from the time of the receipt of the initial call and at least one call back prior to 5:00 p.m.
- A minimum to three (3) attempts will be made to call back customers who have called in to the Customer Service Center with service issues within 24 hours. A post card will be mailed to the customer on the second working day if no contact is made. All calls will be logged in TRAC EZ



- Waste Pro will be responsible for cleaning up any solid waste, bulk waste, recyclable materials or other refuse materials including leakage of fluids spilled from garbage cans, containers, recycling bins/carts, and collection vehicles or employees.
- Our field supervisors are equipped with tablets and/or smart phone device so that all communications on this site are in real time. This system allows us to immediately resolve any concerns that our customers may have.

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 Hollywood and Waste Pro 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.



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 open the next operating day.

Because all parties have access to this online program, residents, business owners, Hollywood 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 Director, Staff and Waste Pro supervisors to track any issues from the time they are registered to the time they are resolved.
- We can provide the City with customized reports for all issues and they will have full access to our tracking system through TRAC EZ. A sample report is provided at the end of this section.
- 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 "cart blocked by car" or "recycling not out".
- 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.

Customer Service is a priority with Waste Pro. It is at the core of our business and we have proven to our customers that we are the "**Distinguishable Difference**".



Damages Case #	Created	City	Type	Closed Date	Address	Name	Phone	Elapsed Tti	Category	Comment	Resolution
879357	11/10/2014 11:38:33 AM	MIRAMAR	Complaints	11/12/2014 4:13:55 PM	16411 SW 39TH ST, MIRAMAR, FL 33027-4613	andrew parker	305 804 1886	23	claims our truck damaged hi claim pending per lamont	Per lamont took pictu	
879563	11/12/2014 10:43:41 AM	MIRAMAR	Complaints	11/17/2014 10:26:59 AM	3691 SW 60TH TER, MIRAMAR, FL 33023-5175	wilman hilaire	786-879-2290	34	says our bulk truck damaged resolved EWS...		
882041	11/14/2014 11:17:22 AM	MIRAMAR	Complaints	11/18/2014 8:29:59 AM	17931 SW 41ST ST, MIRAMAR, FL 33029-5035	kevin flint	305-766-3335	22	claims garbage truck drove c pending, being investigated.		
882993	11/17/2014 1:34:11 PM	MIRAMAR	Complaints	11/25/2014 10:01:47 AM	3809 SW 167TH AVE, MIRAMAR, FL 33027-4645	William Bevan	954-612-3749	59	Resident claims property dai pending per lamont-		
Miss Pick Ups											
874894	11/4/2014 8:14:59 AM	MIRAMAR	Complaints	11/6/2014 8:35:30 AM	3100 SW 66TH WAY, MIRAMAR, FL 33023-3873	Ms Sanders	954-907-8205	19	Resident claims missed garb	RECOVERED PER LAMONT	
875096	11/4/2014 10:40:27 AM	MIRAMAR	Complaints	11/5/2014 8:36:27 AM	3220 SW 66TH WAY, MIRAMAR, FL 33023-3890	yafu! Anon	954-661-2282	7	Resident advised that the en recover per lamont-		
875580	11/4/2014 5:36:02 PM	MIRAMAR	Complaints	11/5/2014 11:52:53 AM	14500 SW 38TH ST, MIRAMAR, FL 33027-3793	Carlos Ruiz	954-410-4264	4	Resident stated that saniati GARABAGE RECOVERD- CART	REPLACED- H1-1312;	
875580	11/4/2014 5:36:02 PM	MIRAMAR	Complaints	11/5/2014 11:52:53 AM	14500 SW 38TH ST, MIRAMAR, FL 33027-3793	Carlos Ruiz	954-410-4264	4	Resident also advised that H GARABAGE RECOVERD- CART	REPLACED- H1-1312;	
876366	11/5/2014 5:23:15 PM	MIRAMAR	Complaints	11/6/2014 8:36:27 AM	11201 SW 55TH ST UNIT 356, MIRAMAR, FL 33025-3	CLIFFORD	305-319-0185	1	Please contact resident. Garl RECOVERED PER LAMONT		
876601	11/6/2014 8:55:49 AM	MIRAMAR	Complaints	11/7/2014 2:29:44 PM	1886 SW 150TH AVE, MIRAMAR, FL 33027-4342	valerie	305 206 1242	15	car not out for pickup per lamont-		
877469	11/7/2014 9:32:42 AM	MIRAMAR	Complaints	11/7/2014 2:55:54 PM	7636 RAMONA ST, MIRAMAR, FL 33023-2535	David	954-593-5646	5	Resident claimed SW was mi garbage recoverd per lamont		
881449	11/13/2014 1:15:56 PM	MIRAMAR	Complaints	11/17/2014 10:24:28 AM	7824 ORLEANS ST, MIRAMAR, FL 33023-3560	Jose Diormos	954-980-3204	22	Resident advised sanitation : recoverd per lamont		
881844	11/14/2014 8:30:23 AM	MIRAMAR	Complaints	11/17/2014 10:25:09 AM	3520 SW 70TH AVE, MIRAMAR, FL 33023-6030	, abraham	786 290 3693	17	miss garbage cart	recoverd per lamont	
882542	11/17/2014 8:06:42 AM	MIRAMAR	Complaints	11/17/2014 10:28:33 AM	17997 SW 30TH ST, MIRAMAR, FL 33023-5508	Guillermo Nazon	305-796-6510	2	Good morning our garbage v RECOVERD PER LAMONT		
884080	11/19/2014 7:34:03 AM	MIRAMAR	Complaints	11/25/2014 10:04:21 AM	2279 SW 80TH TER, MIRAMAR, FL 33025-2289	Kathleen Jean Me	786-222-6291	47	Resident called stating that t recoverd per lamont-		
884168	11/19/2014 9:19:44 AM	MIRAMAR	Complaints	11/20/2014 4:41:47 PM	4205 SW 153RD AVE, MIRAMAR, FL 33027-3377	Leonardo Nunez	954-551-1064	16	Resident claimed SW was mi RECOVERD-		
884627	11/19/2014 5:19:41 PM	MIRAMAR	Complaints	11/20/2014 4:42:22 PM	2351 SW 80TH TER, MIRAMAR, FL 33025-2210	ms cook	954-430-3585	9	resident advised garbage car RECOVERD		
884732	11/20/2014 8:31:01 AM	MIRAMAR	Complaints	11/25/2014 10:05:06 AM	2410 SW 80TH TER, MIRAMAR, FL 33025-2286	Conie	954-612-4426	36	Resident claimed SW was mi recoverd per lamont-		
885807	11/21/2014 1:26:02 PM	MIRAMAR	Complaints	11/25/2014 10:06:35 AM	6017 SW 38TH ST, MIRAMAR, FL 33023-5140	tia Jenkins	786-285-2973	22	garbage missed on thursday	recoverd per lamont	
887224	11/25/2014 12:41:34 PM	MIRAMAR	Complaints	11/25/2014 10:06:35 AM	6514 SW 28TH ST, MIRAMAR, FL 33023-3823	janet pechinsky	954-670-3110	80	claims garbage missed on th		
Cart Request											
874260	11/3/2014 10:21:20 AM	MIRAMAR	Requests	11/6/2014 4:41:09 PM	7779 INDIGO ST, MIRAMAR, FL 33023-5836	alexis	305 318 1192	34	damage garbage cart	cart replaced- old-95g037742/new-95g000910	
874555	11/3/2014 2:08:22 PM	MIRAMAR	Requests	11/6/2014 4:51:59 PM	4542 SW 124TH TER, MIRAMAR, FL 33027-3127	ROBERT	305 978 4042	31	SW CART - WHEEL BROKEN (wheel repaired		
874969	11/4/2014 9:08:52 AM	MIRAMAR	Requests	11/7/2014 9:23:00 AM	11201 SW 55TH ST, MIRAMAR, FL 33025-3100	JAIRO	786 877 0770	28	SW CAN - CRACKED	UNABLE TO SWAP CAN NOT OUT.	
875087	11/4/2014 10:36:49 AM	MIRAMAR	Requests	11/7/2014 9:33:22 AM	13415 SW 22ND ST, MIRAMAR, FL 33027-2675	kelly roderick	954-882-2192	27	cart was cracked by truck an CART	REPLACED- OLD-95G024906/NEW-95G02899	
875179	11/4/2014 11:23:32 AM	MIRAMAR	Requests	11/7/2014 4:40:43 PM	11451 SW 21ST ST, MIRAMAR, FL 33025-6624	edha	954 305 0212	33	damage garbage cart	CART REPLACED- OLD-95G031073/NEW-95G00104	
875733	11/5/2014 9:23:42 AM	MIRAMAR	Requests	11/7/2014 4:41:52 PM	1861 SW 103RD AVE, MIRAMAR, FL 33025-1799	renette	786 305 0196	26	damage garbage cart	WHEELS REPAIRED	
876234	11/5/2014 3:26:49 PM	MIRAMAR	Requests	11/7/2014 4:44:06 PM	17394 SW 19TH ST, MIRAMAR, FL 33029-5533	teodoro aballa	305 510 4689	20	damage garbage cart	CARTS REPLACED- OLD-95G015988/NEW-95G00008	
876860	11/6/2014 11:30:06 AM	MIRAMAR	Requests	11/7/2014 2:56:59 PM	7150 FAIRWAY BLVD, MIRAMAR, FL 33023-6536	Didi Anon	954 961 5676	12	Per Ralph, resident claims th recoverd per lamont...		
877196	11/6/2014 4:23:24 PM	MIRAMAR	Requests	11/7/2014 4:56:28 PM	8731 SW 21ST ST, MIRAMAR, FL 33025-2001	melba	954 62824899	10	SW CRACKKEDEP - ALCE 95G CART	REPLACED- OLD-95G038674/NEW-95G00104	
877584	11/7/2014 11:13:57 AM	MIRAMAR	Requests	11/12/2014 8:26:34 AM	13055 SW 21ST ST, MIRAMAR, FL 33027-2608	john	954 774 5234	32	damage garbage cart	CART REPLACED- OLD-95G016906/NEW-95G04249	
878107	11/10/2014 8:36:45 AM	MIRAMAR	Requests	11/10/2014 11:13:48 AM	17001 SW 51ST CT, MIRAMAR, FL 33027-4924	davison thomas	305-333-8298	2	replace damagedreyc cle car	cart replaced- j0364598	
878157	11/10/2014 9:18:12 AM	MIRAMAR	Requests	11/12/2014 8:30:38 AM	11021 sw 55 st, MIRAMAR, FL 33025	. lee	248 250 4079	18	damage garbage cart	CART REPLACED- OLD 95G019704/NEW 95G04242	
878322	11/10/2014 11:14:52 AM	MIRAMAR	Requests	11/12/2014 8:38:24 AM	13135 SW 42ND ST, MIRAMAR, FL 33027-3108	Mr Stuart	954-600-3775	16	Resident claimed SW cart is	cart replaced- old-95g034862 new 95g042494	
878485	11/10/2014 1:24:56 PM	MIRAMAR	Requests	11/12/2014 8:45:45 AM	18850 SW 25TH CT, MIRAMAR, FL 33029-2532	Marina Cittabino	305-778-2759	14	Resident is requesting for a	CART REPLACED- OLD j00341629 NEW j0748223	

Cart Request



TAB 6

Third Eye System- Camera & GPS Breadcrumb



Third Eye System-Cameras & GPS System

Waste Pro's fleet of recycling trucks spends most of its time on the road. Recycling 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 **3rd Eye Camera System** and GPS tracking, vehicle monitoring for garbage/recycling trucks, will give both drivers and dispatchers the tools they need to properly serve their customers.

GPS vehicle tracking for recycling collection vehicles provides real-time and historical information, allowing the garbage/recycling 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 **3rd Eye Camera** system will allow drivers to take pictures of overloaded carts and other service related issues and share this information to effectively resolve customer service issues.

Waste Pro has already implemented the **3rd Eye System** in Hollywood. The system has been introduced to the City Public Works Department and we have made numerous presentations to Homeowner Association detailing the benefits of the program.

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.

More specific program details are provided below.



PARTNERS IN SAFETY

What is the 3rd Eye Cam System?

Simply, the latest technology in collision prevention

Event Recording Device

- ▣ Records the total environment surrounding an event both video and in cab sound

Gathers Information From:

- ▣ Inside the Vehicle cab
- ▣ Outside the Vehicle (front and back) Up to 8 cameras
- ▣ Live tracking of Truck (GPS)
- ▣ The Trucks J-Bus – Truck speed

The 3rd Eye Cam Difference

- Only driver behavior camera that can connect up to to 6 additional rear vision cameras to be recorded simultaneously.



- Customer never misses an accident, all video can be retrieved through the Internet. Base on truck number, time and location
- Managed Service Center In Dallas TX – NOT Overseas
- Video event clips with HD quality (25 - 30 frames/sec)

3rd Eye: Software Features

- ▣ Monitoring and remote access
 - ▣ Live video streaming for monitoring through a laptop or a tablet/smartphone (iPad/iPhone/PC/Laptop/Android)
 - ▣ Optimized video search on individual TEC units
 - ▣ Multi-camera Video player with telemetry
 - ▣ Secure video recovery over internet without pulling SD card
 - ▣ Remote software updates with dual zone internal flash
 - ▣ Permanent configuration even if SD card is removed/replaced
 - ▣ Remote configuration of XYZ shock & speed threshold
 - ▣ Accessible via PC/MAC, Android tablet & phone, iPad/iPhone



Shock & Vibration

Hardware Features & Design

- ❑ The 3rd Eye Cam System:
 - ❑ 32GB MicroSD card for multiday recording & extended review
 - ❑ Unique advanced real time video analytic and event processing
 - ❑ TI DaVinci Chip processor / Linux Platform
 - ❑ 360 ° video coverage with up to 8 cameras
 - ❑ 3G cellular with quick event upload
 - ❑ Industrial extended temperature design for harsh conditions
 - ❑ Open Architect for future expansion

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BidSync



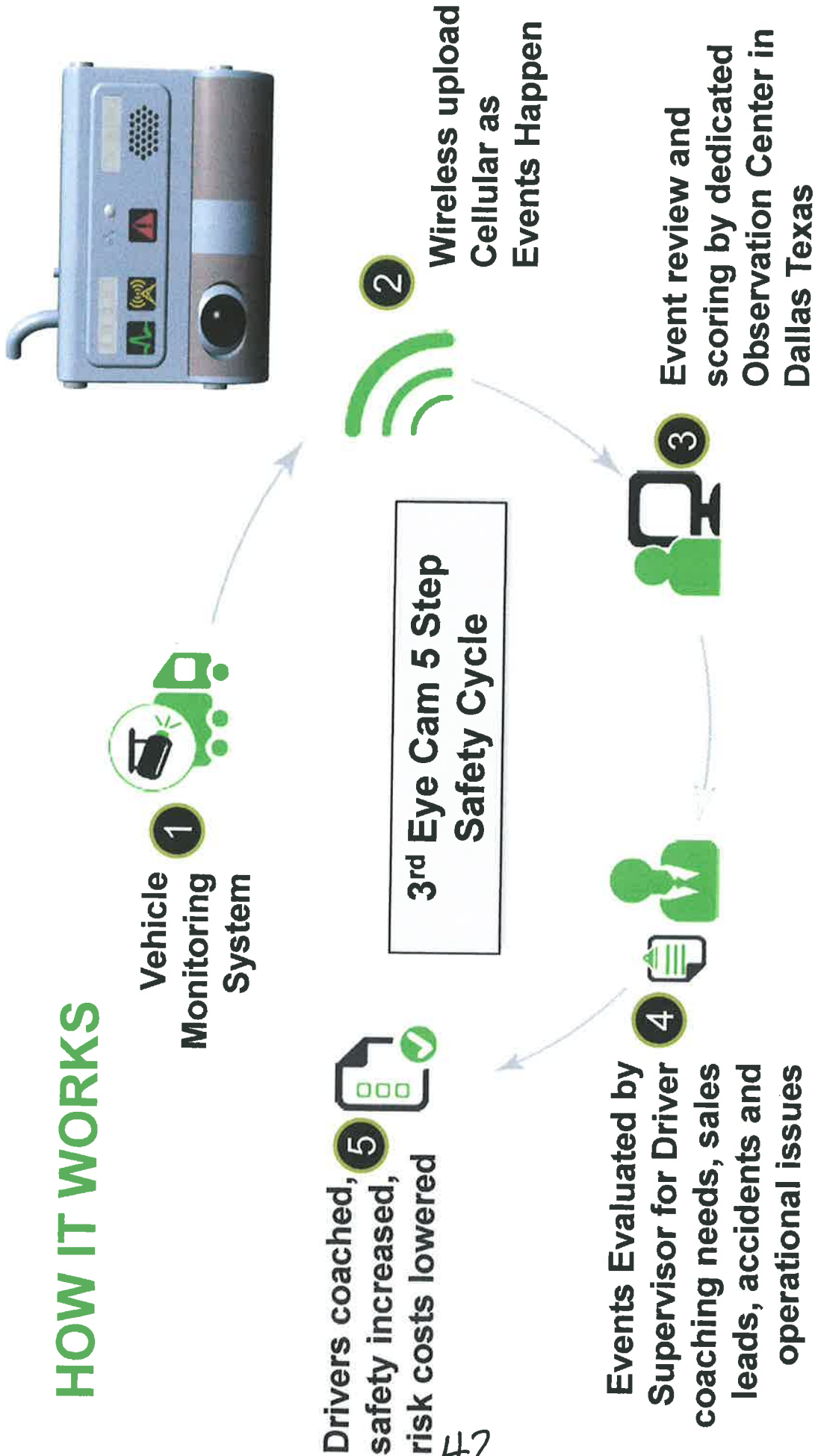
Window Unit (WU)



**Under-Dash-Unit
(UDU)**

3rd Eye Cam: 5 Step Safety Cycle

HOW IT WORKS

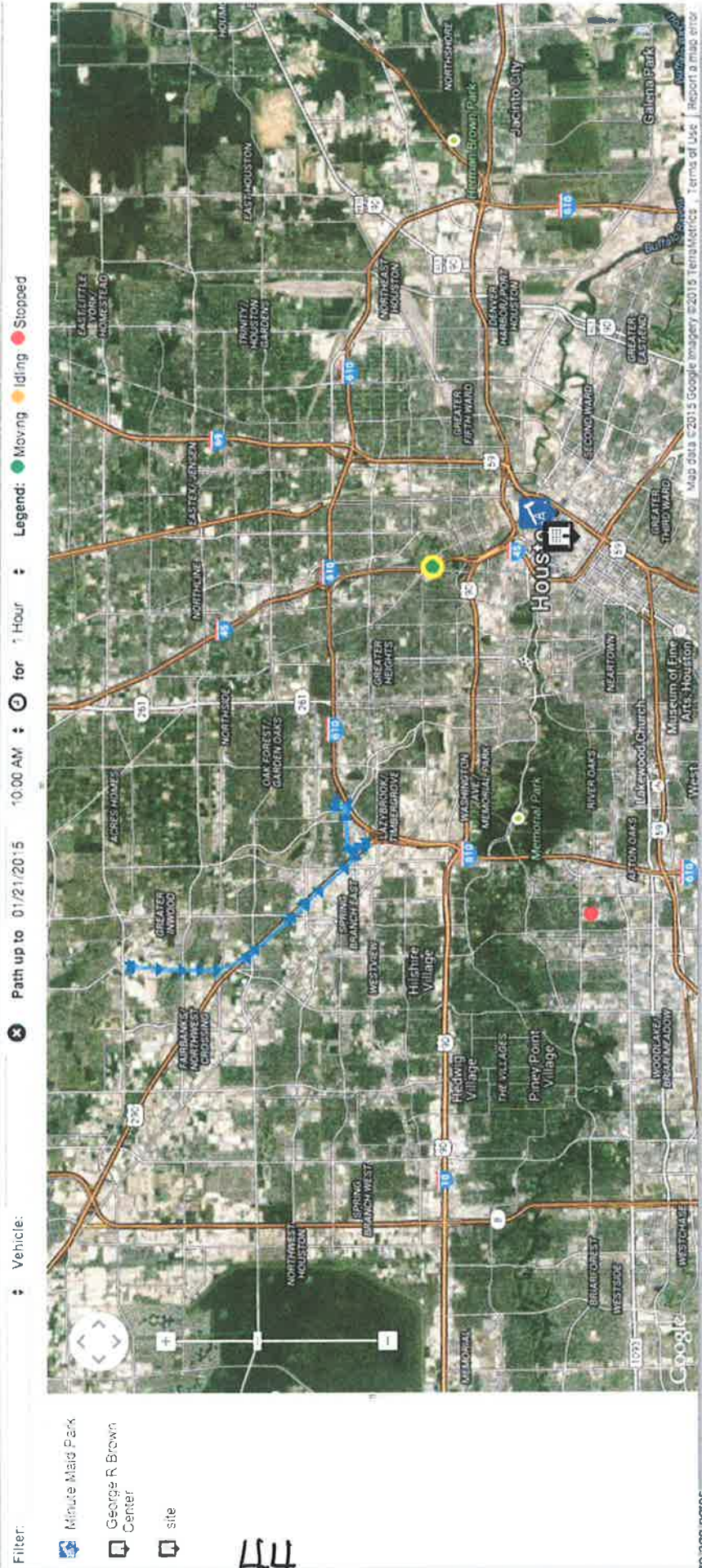


Fleet Map: Overview

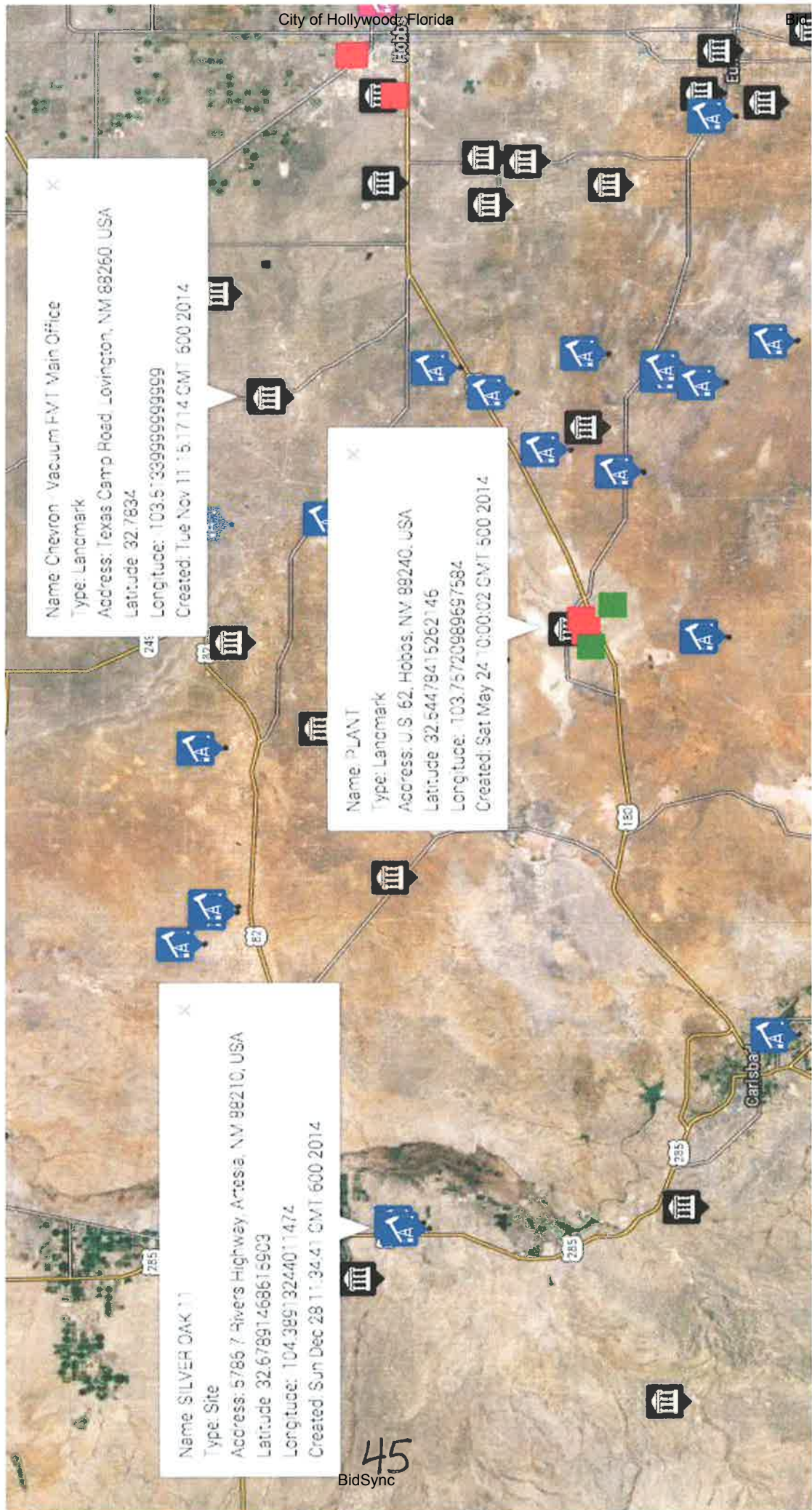
- ▣ **Real time status of entire fleet**
 - ▣ Customized based on Company, Division, Region, etc.
- ▣ Ability to add Sites, Landmarks, Buildings, Objects, etc.
 - ▣ Add specific address or click on location on the map
- ▣ Display a **vehicles breadcrumbs** for desired time period
 - ▣ Help determine route optimization
 - ▣ **Determine Service Verification residential or commercial stops**

3rd Eye Manager : Fleet Map

Fleet					
Vehicle	Driver	Speed	Last Contact	Last GPS Fix	Cameras
SL782	James Michelson	2.68	01/21/15 11:03:40 AM	01/21/15 11:03:40 AM	Moving/Idle
SL783	Bob Clark	50.29	01/21/15 11:02:45 AM	01/21/15 11:02:45 AM	Moving
					Stopped
					000804
					000804



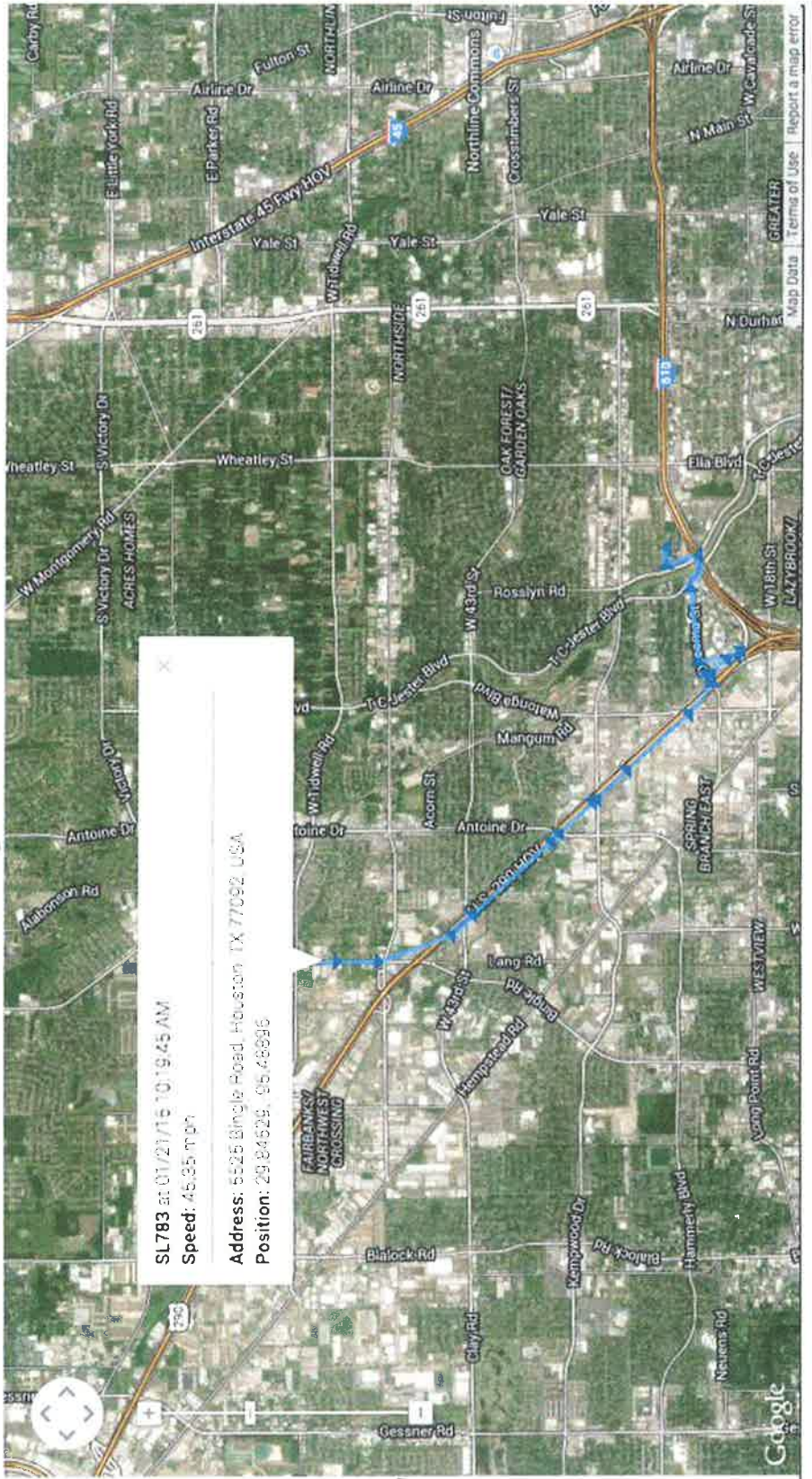
Overview of Fleet Map



Fleet Map: Breadcrumbs

Fleet												Details	Vehicle	Fleet	Site	Site	Engine	Software
Vehicle	Driver	Speed	Last Contact	Last GPS Fix	Cameras	Moving/Idle	Stopped	Moving	Stopped	Engine	Software							
SL782	James Michelson	2.66	01/21/15 12:03:40 PM	01/21/15 12:03:40 PM	5	Moving	Stopped	Moving	Stopped	000804	000804							
SL783	Bob Clark	50.28	01/21/15 12:02:45 PM	01/21/15 12:02:45 PM	5	Moving	Stopped	Moving	Stopped	000804	000804							

Filter: Vehicles: Path up to 01/21/2015 11:00 AM for 1 Hour Legend: Moving Idling Stopped



Fleet Map Details

Fleet		Details	Vehicle	Fleet	Site	Site	Site	Site	Site
Vehicle	Driver	Speed	Last Contact	Last GPS Fix	Cameras	Moving/Idle	Engine	Software	
SL782	James Micheson	2.88	01/21/15 12:03:40 PM	01/21/15 12:03:40 PM	5	Moving	Stopped	000804	
SL783	Bob Clark	50.29	01/21/15 12:02:45 PM	01/21/15 12:02:45 PM	5	Moving	Running	000804	

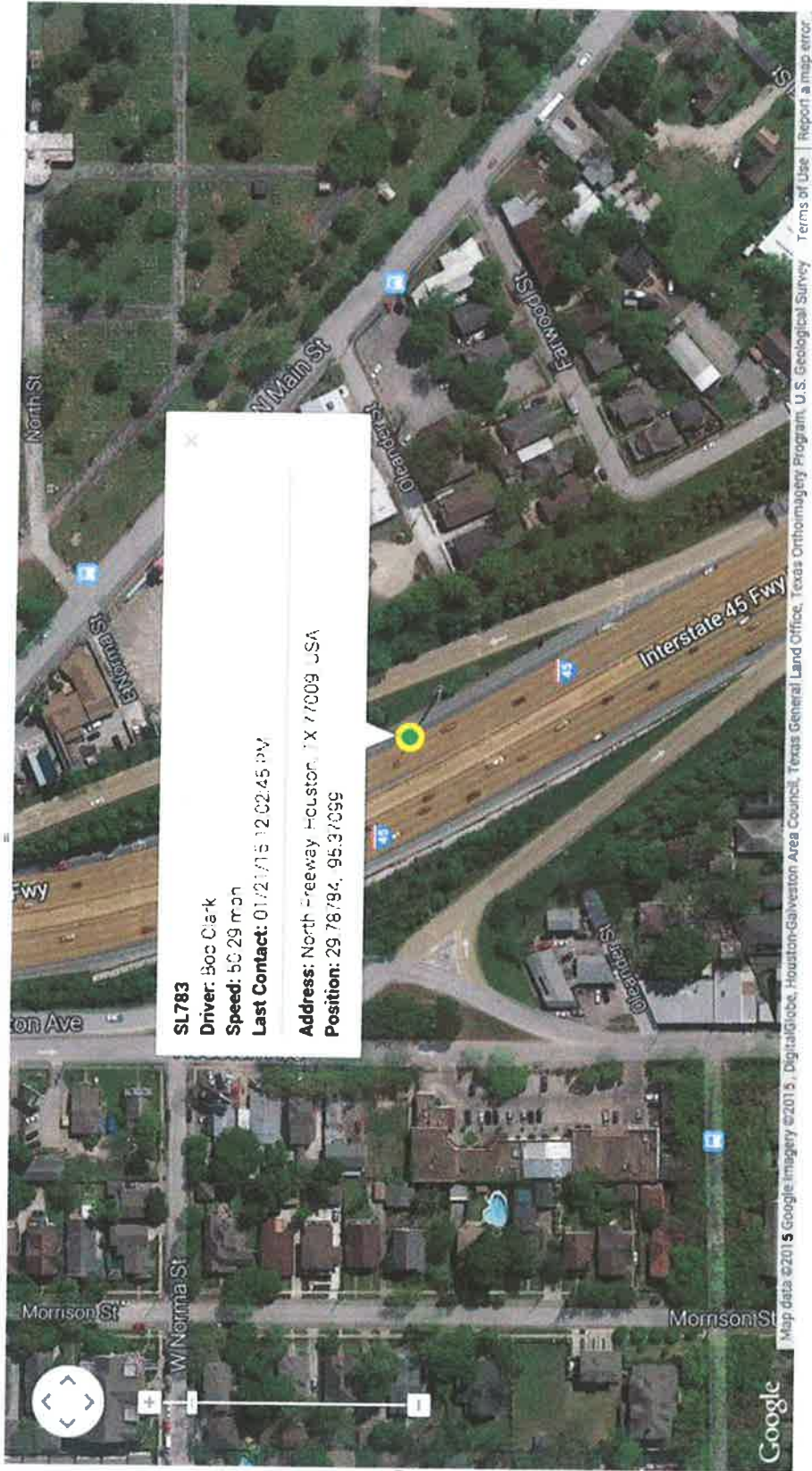
Filter:



BidSync

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Vehicle: Path up to 03/15/2015 11:00 AM for None Legend: Moving Idling Stopped





TAB 7

Litigation



Litigation History

I. Bankruptcy

No bankruptcy or other similar proceeding has been filed against Waste Pro, as such proceeding arises from or is related to a dispute concerning Waste Pro's rights, remedies or duties under a contract with a city or county government for the collection of solid waste within the last five years.

II. Contracts Terminated

No city, county or other governmental entity has terminated a written contract with Waste Pro concerning the collection of solid waste.

III. Fines and or Liquidated Damages (in the amount of \$10,000 or higher assessed during a governmental contract):

A. Orange County, Florida Residential Contract –

i. Jan 2010: Failure to provide or replace a cart within the required period. Waste Pro received notification from Orange County for a request of new recycle bins for approximately eleven residents. This notification came in the form of an email. A customer service representative unknowingly and mistakenly deleted this email erasing any record or means of tracking for Waste Pro to fulfill request. Approximately two or three months later when a customer called Orange County to enquire about delivery the above described error was discovered. Orange County assessed \$100.00 per household, per day for a total assessment of \$35,000.00. Amount was deducted from payment due Waste Pro by Orange County.

ii. Nov 2011: Use of solid waste or recycle collection vehicles designated for franchise area outside franchise area without prior written approval of contract manager. A spare rear-load vehicle assigned to the Orange County contract was re-designated to a different municipal contract. Waste Pro failed to notify Orange County of vehicle reassignment. Orange County assessed \$5,000.00 for the first day and \$10,000.00 for the second day the vehicle was used outside of the designated franchise area.

B. City of Jacksonville, Florida Residential Contract –

i. May 2011: Using resources that should have been used on behalf of the City to service commercial mobile homes and to provide tire and appliance pickup. Route drivers were servicing mobile home residents using City of Jacksonville dedicated vehicles, when residents should have been service by a commercial hand-pickup route. The City of Jacksonville assessed liquidated damages in the amount of \$47,500 which was paid in full by Waste Pro by means of a check.



ii. June 2012: Comingling of commercial garbage generated in the City of Jacksonville with garbage generated in the City of Neptune Beach. The City of Jacksonville assessed administrative fines in the amount of \$26,180, which was paid in full by Waste Pro by means of a check.

At the time of each of the above administrative charges, Waste Pro concluded the assessments were excessive due to the administrative nature of the incidents. Waste Pro met with the applicable governmental entities, identified corrective actions taken to prevent any future incidents of stated violations and requested to have assessments waived. The applicable governmental authorities worked with Waste Pro relating to each incident and we continue to today have a very positive partnerships, exceptionally good service levels and working relationships. Waste Pro highly values the partnership and working relationship with our municipalities and counties and did not seek other contractual remedies available to it to mediate the administrative charges.

C. Leon County, Florida Residential Contract –

i. April, 2014: Liquidated damages for delays in providing cart delivery and bulk pickup. In April of 2014, we were assessed liquidated damages primarily for the failure to deliver carts within a three day window of the request. During April, we had approximately 160 work orders that were not delivered within the three day time window. Many were just outside of the three day window; however the County assessed based on the language in the contract. There were 13 work orders for missed pickups during the month that was also assessed. The original amount of the April assessment was \$24,120. After discussions with the County, this was reduced to \$15,660.

ii. May, 2014: Liquidated damages for delays in providing cart delivery and bulk pickup. As in May, we were assessed primarily for the failure to deliver carts within a three day window. The initial assessment was for \$48,000. After discussion with the County, this was reduced to \$32,310. In June the local manager was relieved of his duties, and the Regional Vice President stepped in to run the division.

Although unfortunate and a shortfall from the excellent service performance standard that Waste Pro is known for, these occurrences were from three (3) of Waste Pro's total city and county contract portfolio of one hundred and ninety three (193) contracts with over thirteen (13) years of excellent service history.

IV. Civil Litigation Matters:

D. Governmental Authorities:

i. **Veolia ES Solid Waste Southeast, Inc. etc. v. The City of Port Orange, Florida and Waste Pro of Florida, Inc. Seventeenth Judicial Circuit, In and For Volusia County, Florida, Case No. 201 I-CA-032363.** Negotiations of a solid waste franchise broke



down between Veolia and the City of Port Orange on October 28, 2011. At that time, after Veolia refused to extend their temporary contract, the City awarded Waste Pro on October 28, 2011 an emergency contract to service the City beginning on November 1, 2011. Veolia sued the City and Waste Pro. The parties have settled this case.

ii. Waste Pro of Florida, Inc. v. Solid Waste Authority of Palm Beach County, Florida in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, Case No. 2013 CA 2454 AO. Waste Pro had filed an action for declaratory and injunctive relief seeking a determination of whether an Invitation to Bid from the Solid Waste Authority was amended by the Authority's answers to certain questions set forth in an addendum to the Invitation to Bid. This matter has resolved and Waste Pro is the hauler for Palm Beach County

iii. Waste Pro of Florida, Inc. v. Flagler County School Board, Perry Mitrano, and individual, and the City of Bunnell, Florida, pending in the Circuit Court of the Seventh Judicial Circuit in and for Flagler County, Florida, Case No.: Waste Pro has filed an action for declaratory and injunctive relief seeking a determination of whether the City of Bunnell can circumvent the State competitive bid process (and their own rules) and negotiate a public contract through interlocal agreements. This matter is ongoing but the parties are currently in settlement negotiations.

Vision Construction Ent Inc. v. Waste Pro USA Inc. In the Circuit Court in and For Escambia County, FL Case No.: 2015-CA-000596. Vision Construction has filed a class action for Fuel Surcharges and Environmental Fees claiming unfair and deceptive practices. Waste Pro is in the process of responding to said complaint. This matter is ongoing



TAB 8

Recycling Rewards Program Experience



Waste Pro –Recycling Incentive Rewards Program Experience

Waste Pro's Broward County operating locations have significant experience in working with communities that have Recycling Rewards Incentive Programs. The cities of Hollywood, North Miami and Coral Springs all have recycling incentive programs in which Waste Pro is a participant. Waste Pro works with the appropriate Recycling Incentive Rewards Company and the City Staff to insure that RFID information is provided so that the rewards can be calculated and delivered on a timely basis. Waste Pro monitors the necessary on board truck equipment to ensure that it is operating effectively. All of the programs require the use of on board trucks equipment and RFID chips on carts. Below is a brief description of the service in each City.

Hollywood

Waste Pro has worked with the City of Hollywood and RecycleRewards, Inc., since the inception of Hollywood's recycling incentive program in 2009. We have been instrumental in the program's success. Currently, our trucks have all the necessary equipment already installed, our Customer Service Representatives are trained in the program requirements and the program is operating effectively for both the City and its residents.

In Hollywood, the recycling incentive program is coordinated through and with RecycleRewards, Inc. Rewards are offered to residents based on the residents weekly recycling carts material weights. Weigh Scales, RFID chip readers and on board computers are mounted on the trucks to collect all pertinent information. After the carts weight information is collected on the truck equipment it is then transmitted to RecycleRewards, Inc. where the information is computed and turned into points that are deposited into the residents on line account much like a frequent flyer account.

All of Waste Pro's Hollywood recycling trucks have the necessary RecycleRewards program equipment mounted on the vehicle. We work with Recycle Rewards to ensure that the equipment is operating properly and that the collection information is transmitted timely. Calls coming into our customer service center regarding the RecycleRewards program specifics are referred to the RecycleRewards customer service center.

Waste Pro has worked with the City and RecycleRewards in the administration of this program for the past 5 years and will continue to provide the continued coordination necessary to make the reward program successful and the residents pleased.

North Miami

In North Miami, the recycling incentive program is coordinated through and with RecycleBank. Recycling rewards are offered to residents based on the residents weekly recycling carts material weights. Weigh Scales, RFID chip readers and on board computers are mounted on the trucks to collect all pertinent information. After the carts weight information is collected on the truck equipment it is then transmitted to RecycleBank where the information is computed and turned into points that are deposited into the residents on line account. Residents receive rewards though their online account, much like frequent flyer miles.

All of Waste Pro's North Miami recycling trucks have the necessary RecycleBank program equipment mounted on the vehicle. We work with RecycleBank to ensure that the equipment is operating properly and that the collection information is transmitted timely. Calls coming into our



customer service center regarding the RecycleBank program specifics are referred to the RecycleBank customer service center.

Waste Pro has worked with the City and RecycleRewards in the administration of this program for the past 4 years and will continue to provide the continued coordination necessary to make the reward program successful and the residents pleased.

Coral Springs

In Coral Springs, Waste Pro offers a recycling incentive program that is coordinated through a partnership with Rewards for Recycling. Rewards for Recycling is a Michigan based company that administers and manages Waste Pro's recycling rewards incentives program. Rewards for Recycling has created "**Waste Pro Rewards**" a recycling incentive program for Waste Pro customers throughout the Southeastern United States.

Waste Pro Rewards are offered to residents based on the resident's weekly recycling participation. Rewards are earned by residents based on the number of times the resident sets out their recycling cart for collection. RFID chip readers and on board computers are mounted on the trucks to collect weekly participation information. After the weekly cart collection data is recorded by the truck equipment it is then transmitted via cellular service in real time to the Rewards for Recycling home office where the data is computed and deposited in the residents on line account. Each resident creates an on line account and they receive rewards through their account. Below is a brief description of how the **Waste Pro Rewards** program works.

Waste Pro Rewards –Program Description



Just for Getting Started, Enjoy These Great Savings Offers!



Waste Pro Rewards is a web based incentive program that is designed to allow all households within a particular community to participate after activating their account. This includes all homes that currently recycle as well as homes that have never recycled. The goal, through advertising and promotion, is to get as many people as possible recycling by offering savings from local, regional and national restaurants and retailers.

The website is designed to present as many rewards as possible to all active members as well as participating recyclers from other areas who are visiting your community. Rewards are available to any activated recycler who has recycled within the last 30 days. As an added bonus, a minimum of three times a year Waste Pro shall organize and deliver to active recyclers a random drawing of a higher valued prize such as iPods, game systems, dinner gift certificates, shopping sprees and more. Local, regional and national rewards are updated on a regular basis by Rewards for Recycling, LLC.



The database that drives the website contains the name and address of each resident. This database would be provided by The City of Hollywood 30 days prior to launch. Each household is then assigned an RFID tag based on the name and address by Waste Pro Rewards. This comprehensive database is provided to Waste Pro who then uses it as the basis for their unique website, Waste Pro Rewards. Using the readers on the collection equipment, each tag will be recorded every time it is set to the curb for pick up. The households on each specific route will be combined as one recycling unit and their combined weight will be collected and used to determine reward eligibility. Those routes that excel in curbside waste diversion will be eligible for all rewards available at WasteProRewards.com. This method allows residents to receive something in return for payment of recycling services but only if they remain a loyal recycler (a minimum of one time per 30 days).

Waste Pro Rewards Technical Plan-The curbside recycling incentive program is very simple to implement. The basic requirements from the community leaders are:

1. Household database, which shall include name and address.
2. Route determination
3. Potential, local business information.

Waste Pro Rewards Customer Service / Marketing Plan-The program designates approximately 1/4 – 1/2 of its annual budget towards educating, promoting and marketing the program to local residents and businesses. This is done through extensive research to determine the most cost effective and impacting methods. Methods shall include one or more of the following:

- Television commercials
- Billboard promotion
- Elementary School lesson plans
- Radio advertising
- Direct mail
- Electronic mail

Each method of promotion will encourage local businesses, who wish to be a major sponsor, to include their advertisement within television and radio commercials. School lesson plans will include education material about what can and cannot be recycled at each household, as well as the benefits and negative effects of not recycling. The idea is to become a recognizable household name and process, without becoming too cumbersome or overwhelming to residents. Research shows that the easier the message is to comprehend, and the simpler the desired action is to complete, the more participation and acceptance the program will have among residents.

Waste Pro has the knowledge and expertise to continue to support Hollywood's recycling incentive program with RecycleRewards Inc. Waste Pro Rewards is an option should the City seek other recycling rewards programs when the current contract with RecycleRewards, Inc. expires.

We will do whatever it takes to satisfy the residential customers in the City of Hollywood.



WasteProRewards.com

Our recycling rewards program delivers great savings to active recyclers. Start your account today and get paid back for recycling!

➤ **Getting Rewarded is Fast & Easy!**

To activate a free account, Residents log on to WasteProRewards.com, click the New User button and follow the instructions. Then you are on your way to savings! It's that easy!



The City of Hollywood can reward those who recycle. RFID (Radio Frequency Identification) chips are built in to your recycling cart and assigned to your home address. Every time you place your recycling cart at the curb, your household gets credit for recycling and you gain access to all of the great money savings offers on WasteProRewards.com.

➤ **Your Rewards Are Ready!**

Many great offers such as these are available for active recyclers in the Waste Pro Rewards program. (No Points to accrue, no waiting for coupons in the mail. If you are an active recycler then all rewards are available to print from home every day.) Members can save hundreds of dollars every year! Help the environment, save money and join the Hollywood community-wide effort to GO Green! Join Waste Pro Rewards today!





TAB 9

Supporting Documents



TAB 9.1

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.

17302 Pines Blvd., Pembroke Pines, FL 33029

as Principal, hereinafter called the Principal, and Berkley Insurance Company

475 Steamboat Road, Greenwich, CT 06830

a corporation duly organized under the laws of the State of DE

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

1600 S. Park Road, Hollywood, FL 33021

as Oblige, hereinafter called the Oblige, in the sum of Five Thousand Dollars and 00/100

Dollars (\$ 5,000),

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 Bid No.F-4457-15-RD - Curbside Recycling Collection Services

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 12th day of May, 2015


(Witness)

Waste Pro of Florida, Inc.

(Principal)

(Seal)

By: 

(Title)

Berkley Insurance Company

(Surety)

(Seal)

By: 

Attorney-in-Fact Elaine Simmons Bielenberg

(Title)

Lisa Pless

(Witness)

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
 WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Lisa A. Pless, Stephen A. Vann or Elaine Simmons Bielenberg of Willis Insurance Services of Georgia, Inc. of Atlanta, GA** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19 day of August, 2013.

Attest:

(Seal)

By

Ira S. Lederman

Senior Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter

Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 19 day of August, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

KATHLEEN COREY
 NOTARY PUBLIC
 CONNECTICUT
 MY COMMISSION EXPIRES OCTOBER 31, 2017

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 12 day of May, 2015.

(Seal)

Andrew M. Tuma

BERKLEY INSURANCE COMPANY**STATUTORY BALANCE SHEET****DECEMBER 31, 2014**

(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	\$ 9,004,607
Common & Preferred Stocks	3,452,533
Cash & Short Term Investments	612,654
Premiums Receivable	1,243,791
Other Assets	<u>2,620,530</u>
<u>Total Admitted Assets</u>	<u>\$ 16,934,115</u>

Liabilities & Surplus

Loss & LAE Reserves	\$ 8,549,094
Unearned Premium Reserves	2,339,839
Other Liabilities	<u>607,992</u>
<u>Total Liabilities</u>	<u>\$ 11,496,925</u>
Common Stock	\$ 43,000
Preferred Stock	10
Additional Paid In Capital	2,797,997
Unassigned Surplus	<u>2,596,183</u>
<u>Total Policyholders' Surplus</u>	<u>\$ 5,437,190</u>
<u>Total Liabilities & Surplus</u>	<u>\$ 16,934,115</u>

Officers:

President: W. Robert Berkley, Jr.
 Secretary: Ira Seth Lederman
 Treasurer: Eugene George Ballard

Directors:

William Robert Berkley,
 (Chairman)
 W. Robert Berkley, Jr.
 Eugene George Ballard
 Paul James Hancock
 Carol Josephine LaPunzina
 Ira Seth Lederman
 C. Fred Madsen



TAB 9.2

Performance Bond- Letter of Bond Ability

Website: www.willis.com

May 12, 2015

RE: Waste Pro of Florida, Inc.
17302 Pines Blvd.
Pembroke Pines, FL 3029

Project: City of Hollywood, FL – Curbside Recycling Collection Services
Performance Guarantee Bond

To Whom It May Concern:

Waste Pro is bonded by Berkley Insurance Company. Berkley Insurance Company maintains an "A+/XV" rating with A.M. Best Company and has a U.S. Treasury listing of \$405,926,000.

If Waste Pro is the successful bidder on the above referenced project under consideration and requests that we provide a Performance bond (100% of annual contract amount) on the contract, we will be prepared to execute such bonds 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 and Payment bonds 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.

Berkley Insurance Company is duly authorized to do business in all States.

Very truly yours,

BERKLEY INSURANCE COMPANY

By: Elaine Simmons Bielenberg

Elaine Simmons Bielenberg

Attorney-in-Fact

Willis Insurance Services of Georgia, Inc.
Concourse Corporate Center 5
18th Floor
Atlanta, GA 30328

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
 WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Lisa A. Pless, Stephen A. Vann or Elaine Simmons Bielenberg of Willis Insurance Services of Georgia, Inc. of Atlanta, GA** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19 day of August, 2013.

Attest:

(Seal)

By

Ira S. Lederman

Senior Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter

Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 19 day of August, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 12 day of MAY, 2015

(Seal)

Andrew M. Tuma



TAB 9.3

Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2015

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 .OW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED .PRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Willis Insurance Services of Georgia, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: certificates@willis.com	
	PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378	
INSURED Waste Pro USA, Inc. and its subsidiaries 2101 W State Road 434 Longwood, FL 32779	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Liberty Mutual Fire Insurance Company	23035
	INSURER B: Lexington Insurance Company	19437
	INSURER C: Liberty Mutual Insurance Company	23043
	INSURER D: NAS - North American Specialty Insurance Company	29874
INSURER E: AIG Specialty Insurance Company	26883	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		TB2-621-093780-104	11/22/2014	11/22/2015	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 \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AS2-621-093780-094	11/22/2014	11/22/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			018423515	11/22/2014	11/22/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WA5-62D-093780-044	11/22/2014	11/22/2015	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability			EXS 2000067 01	11/22/2014	11/22/2015	\$25,000,000 xs
E	Cont. Pollution			PLC 23063207	01/01/2015	01/01/2016	SEE ATTACHED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

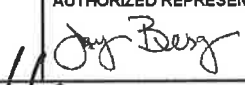
Re: Bid # F-4457-15-RD Curbside Recycling Collection Services

Location: City Hall/Procurement Services Division, 2600 Hollywood Boulevard, Room 303, Hollywood, Florida 33020

City of Hollywood, Florida is included as an Additional Insured as respects to General Liability policy where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Hollywood, Florida 2600 Hollywood Boulevard Hollywood, FL 33021	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Contractor's Pollution Liability CARRIER: AIG Specialty Insurance Company POLICY TERM: 01/01/2015 – 01/01/2016 POLICY NUMBER: PLC 23063207	Pollution Liability - \$25,000,000 Limit \$250,000 Deductible Storage Tank Liability- \$1,000,000 Limit
POLICY TYPE: Excess Workers Compensation and Employers Liability - FL CARRIER: Liberty Mutual Insurance Company POLICY TERM: 11/22/2014 – 11/22/2015 POLICY NUMBER: EW5-62N-093780-054	Per Statute E.L. Each Accident - \$1,000,000 E.L. Disease - Policy Limit - \$1,000,000 E.L. Disease - Each Employee - \$1,000,000

Additional Named Insureds for Waste Pro USA, Inc. include the following:

Waste Pro of Alabama, Inc.

Waste Pro of Florida, Inc.

Waste Pro of Georgia, Inc.

Waste Pro of Louisiana, Inc.

Waste Pro of Mississippi, Inc.

Waste Pro of Tennessee, Inc.

Waste Pro of North Carolina, Inc.

Waste Pro of South Carolina, Inc.

Applewhite Recycling LLC

American Recycling of Georgia LLC

American Recycling of Alabama LLC

Delta Sanitation LLC

Talley Disposal LLC

338201400006600057

Policy Number **TB2-621-093780-104**Issued by **LIBERTY MUTUAL FIRE INSURANCE COMPANY****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
 MOTOR CARRIER COVERAGE PART
 GARAGE COVERAGE PART
 TRUCKERS COVERAGE PART
 EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
 SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY - UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with the company.	Per schedule on file with the company.	30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

LIM 99 01 05 11

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Includes copyrighted material of Insurance Services Office, Inc., with
its permission.

Page 1 of 1

Policy Number: AS2-621-093780-094

Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
 MOTOR CARRIER COVERAGE PART
 GARAGE COVERAGE PART
 TRUCKERS COVERAGE PART
 EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
 SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART

Schedule		
Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with the company	Per schedule on file with the company	30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

**Name of Other Person(s) /
Organization(s):**

Email Address:

Per schedule on file with the
company

All other terms and conditions of this policy remain unchanged.

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-62D-093780-044

Effective Date

Premium \$

Issued to Waste Pro Usa, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies the insurance provided under the following:

**EXCESS INSURANCE POLICY FOR SELF-INSURER OF WORKERS COMPENSATION AND
EMPLOYERS LIABILITY**

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with the company		30

All other terms and conditions of this policy remain unchanged.

Issued by LM Insurance Corporation

For attachment to Policy No. EW5-62N-093780-054

Effective Date

Premium \$

Issued to

GPO 5009
Ed. 09/01/2010

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All Rights Reserved

Page 1 of 1



TAB 9.4

Permits

City of Hollywood, Florida
PRIVATE CONTRACTOR GARBAGE AND RECYCLING
COLLECTION PERMIT

(This permit must be posted in a conspicuous place)

Date Issued: October 1, 2014
Expires: September 30, 2015
Name of Company Waste Pro of Florida
Address 17302 Pines Blvd.
City: Pembroke Pines State FL Zip 33029



The above named company is hereby authorized by the City of Hollywood to collect, convey or dispose of any garbage and/or recycling in the City.

The above named company, by accepting this permit, warrants that it will comply with all rules and regulations promulgated by the City of Hollywood, particularly those regulations contained in the City of Hollywood Ordinance Section 50.05. The granting of this permit is, and continues to be, a privilege granted to the above named company by the City of Hollywood through its Environmental Services Division

This permit is NOT transferable to any other person, corporation, or business by purchase, devise or assignment.

Karen Arrighi, Assistant Director,
Environmental Services, Fleet, Grounds & Beach Maintenance

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000
VALID OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015

DBA: WASTE PRO
Business Name: WASTE PRO
Receipt #: 326-7619
Business Type: (COURIER/TRANSPORT/DLVRY/TOWING TRASH HAULING)

Owner Name: JOHN JENNINGS
Business Location: 17302 PINES BLVD
 PEMBROKE PINES
Business Phone: 772-595-9390
Business Opened: 01/22/2009
State/County/Cert/Reg:
Exemption Code:

Rooms
Seats
Employees 30
Machines
Professionals

For Vending Business Only				Vending Type:	
Number of Machines:					
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost
150.00	0.00	0.00	0.00	0.00	0.00
					Total Paid
					150.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

THIS BECOMES A TAX RECEIPT**WHEN VALIDATED****Mailing Address:**

JOHN JENNINGS
 17302 PINES BLVD
 PEMBROKE PINES, FL 33029

Receipt # 30A-13-00011840
Paid 08/12/2014 150.00

2014 - 2015

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, 2015, that its most recent annual report/uniform business report was filed on January 26, 2015, and 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 Twenty-sixth day of January,
2015*



Ken Detzner
Secretary of State

Authentication ID: CC3794815722

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

<https://efile.sunbiz.org/certauthver.html>



TAB 9.5

Addenda

ADDENDUM 1 City of Hollywood, Florida

Solicitation No.: F-4457-15-RD

Date: May 12, 2015

Solicitation Title: Curbside Recycling Collection Services

Purpose of Meeting: MANDATORY Pre-Bid Meeting

SIGN-IN SHEET

Name

Brad Kane

Company

Sunbeam Waste Systems

Address

3290 Collette Avenue

City/Zip

Dunwoody, FL 9

Phone

954-4410-7269

E-mail

~~b.kane@sunbeam.com~~ b.kane@sunbeam.com

Name

Kenneth Rivera

Company

Waste Pro

Address

17302 Pines Blvd

City/Zip

33023

Phone

954-445-9214

E-mail

KRIVERA@WASTEPROUSA.COM

Name

Tim Bowers

Company

Waste Pro

Address

17302 Pines Blvd

City/Zip

Pembroke Pines, FL 33029

Phone

305-970-1010 cel

E-mail

t.bowers@wasteprousa.com

Name

Grant Smith

Company

Progressive

Address

2860 SR 84 #103

City/Zip

FTL, FL 33312

Phone

954-328-9064

E-mail

gsmith@stratgysmith.com

Name

Luigi Pace

Company

WASTE MANAGEMENT

Address

2700 Wiles Road

City/Zip

Pompano Beach, FL 33073

Phone

954-984-2060

E-mail

L.PACE@WM.COM

Name

Company

Address

City/Zip

Phone

E-mail

Name

Company

Address

City/Zip

Phone

E-mail

Name

Company

Address

City/Zip

Phone

E-mail

ADDENDUM 1 (CONT.)

City of Hollywood, Florida

Solicitation No.: F-4457-15-RD

Date: May 12, 2015

Solicitation Title: Curbside Recycling Collection Services

Purpose of Meeting: MANDATORY Pre-Bid Meeting

SIGN-IN SHEET

Name Eileen Damaso
 Company World Waste Recycling
 Address 4701 NW 35 Ave
 City/Zip Miami, FL 33142
 Phone 305-635-5144
 E-mail edamaso@worldwasterecycling.com

Name

Company

Address

City/Zip

Phone

E-mail

Name Joanne Stanley
 Company Republic Services
 Address 751 NW 31st Ave
 City/Zip Lauderhill, FL 33311
 Phone 561-719-5657
 E-mail jstanley@republicservices.com

Name

Company

Address

City/Zip

Phone

E-mail

Name Scott Murphy
 Company Progressive Waste
 Address 3840 NW 37th Ct
 City/Zip Miami 33142
 Phone 954-336-9958
 E-mail Scott.murphy@progressivewaste.com

Name

Company

Address

City/Zip

Phone

E-mail

Name Maure Wexler
 Company Pro Resource Solutions
 Address
 City/Zip
 Phone 954-709-0010
 E-mail Maure@GAMBRO-MATTHEWS.COM

Name

Company

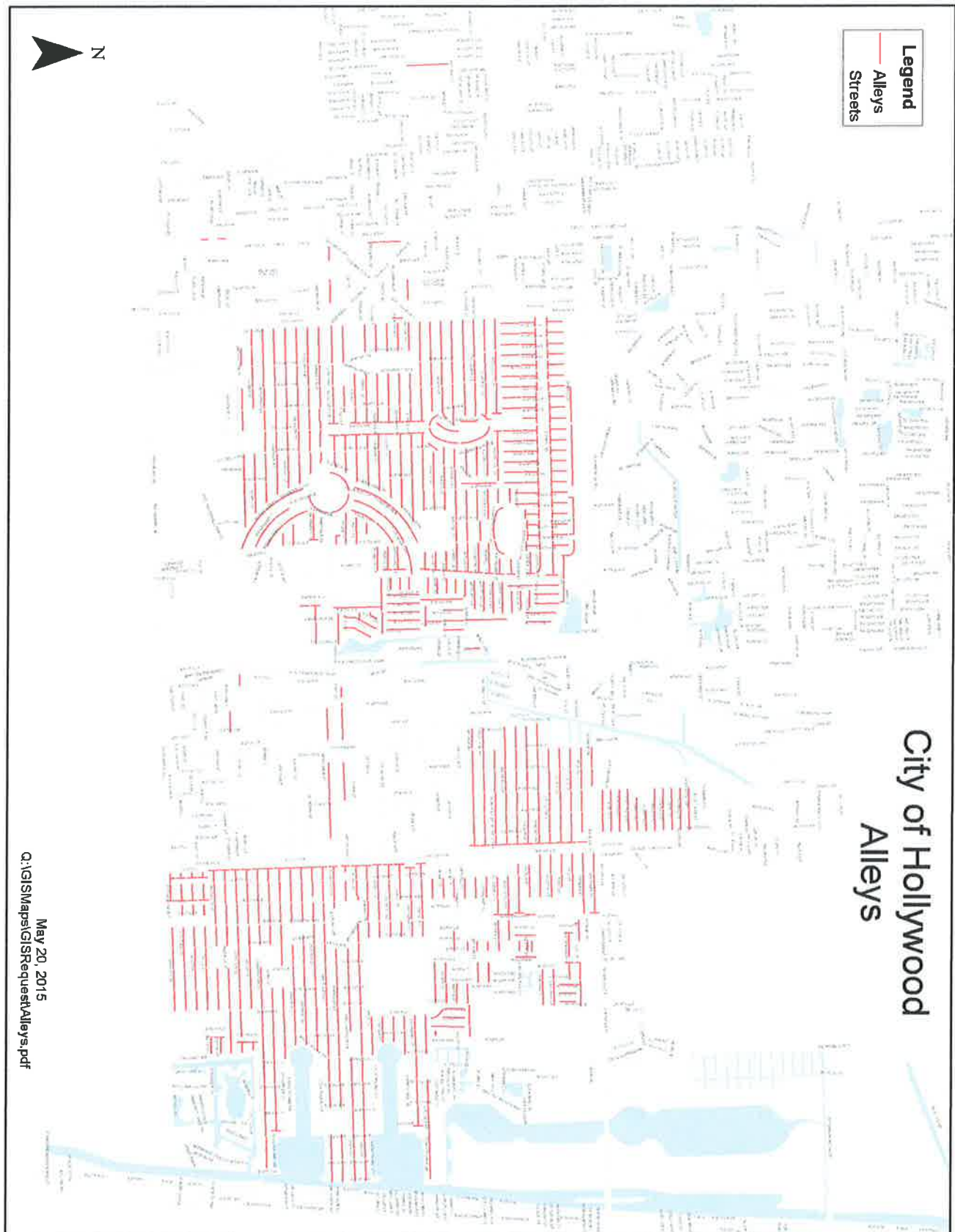
Address

City/Zip

Phone

E-mail

ADDENDUM 2

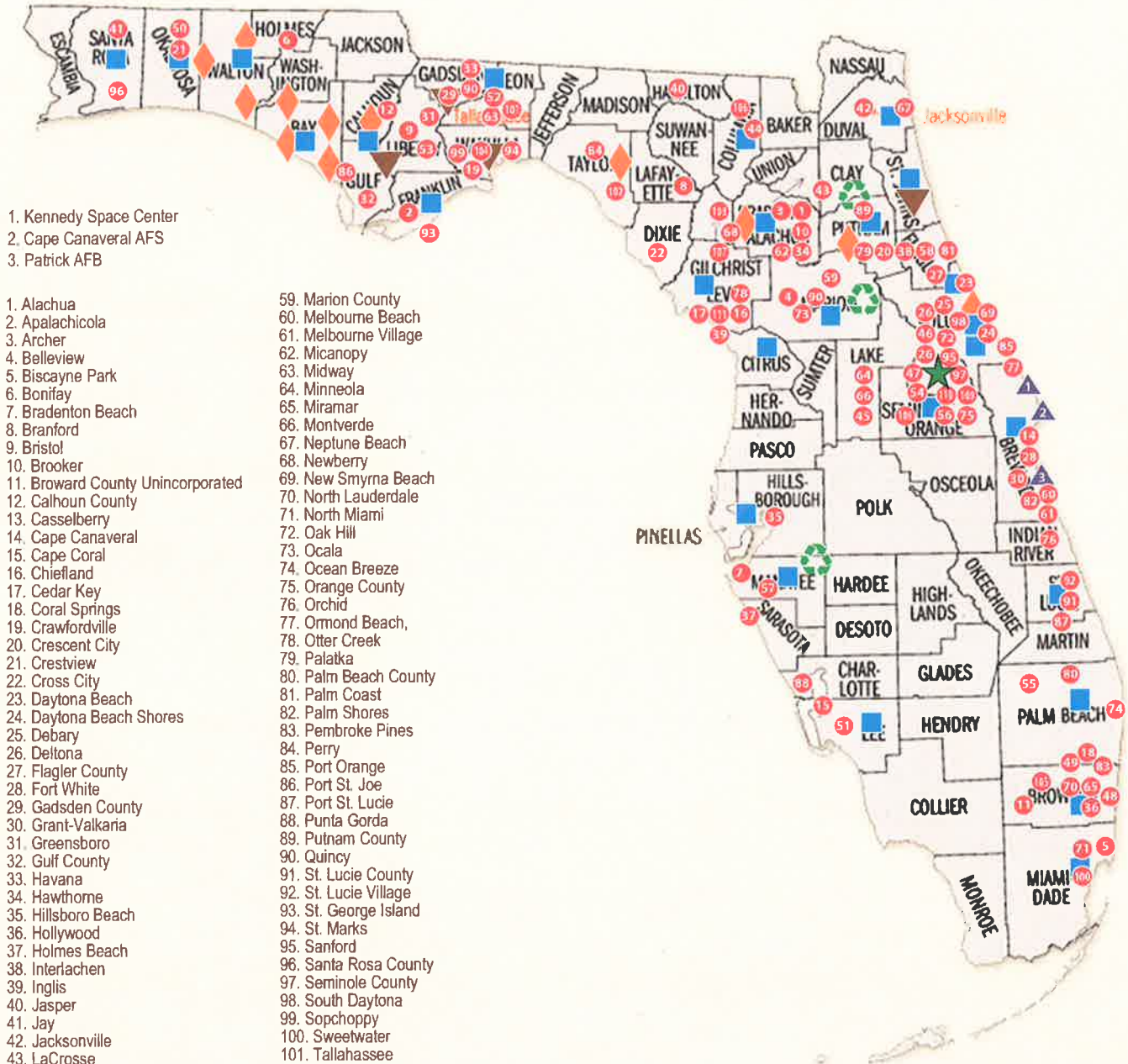




TAB 10

Company Background Information

WASTE PRO OF FLORIDA, INC.



1. Kennedy Space Center
2. Cape Canaveral AFS
3. Patrick AFB

4. Alachua
5. Apalachicola
6. Archer
7. Belleview
8. Biscayne Park
9. Bonifay
10. Bradenton Beach
11. Branford
12. Bristol
13. Brooker
14. Broward County Unincorporated
15. Calhoun County
16. Casselberry
17. Cape Canaveral
18. Cape Coral
19. Chiefland
20. Cedar Key
21. Coral Springs
22. Crawfordville
23. Crescent City
24. Crestview
25. Cross City
26. Daytona Beach
27. Daytona Beach Shores
28. Debar
29. Deltona
30. Flagler County
31. Fort White
32. Gadsden County
33. Grant-Valkaria
34. Greensboro
35. Gulf County
36. Havana
37. Hawthorne
38. Hillsboro Beach
39. Hollywood
40. Holmes Beach
41. Interlachen
42. Inglis
43. Jasper
44. Jay
45. Jacksonville
46. LaCrosse
47. Lake City
48. Lake County
49. Lake Helen
50. Lake Mary
51. Lauderdale By the Sea
52. Lauderhill
53. Laurel Hill
54. Lee County
55. Leon County
56. Liberty County
57. Longwood
58. Loxahatchee Groves
59. Maitland
60. Manatee County
61. Marianna
62. Marion County
63. Melbourne Beach
64. Melbourne Village
65. Micanopy
66. Midway
67. Minneola
68. Miramar
69. Montverde
70. Neptune Beach
71. Newberry
72. New Smyrna Beach
73. North Lauderdale
74. North Miami
75. Oak Hill
76. Ocala
77. Ocean Breeze
78. Orange County
79. Orchid
80. Ormond Beach
81. Otter Creek
82. Palatka
83. Palm Beach County
84. Palm Coast
85. Palm Shores
86. Pembroke Pines
87. Perry
88. Port Orange
89. Port St. Joe
90. Port St. Lucie
91. Punta Gorda
92. Putnam County
93. Quincy
94. St. Lucie County
95. St. Lucie Village
96. St. George Island
97. St. Marks
98. Sanford
99. Santa Rosa County
100. Seminole County
101. South Daytona
102. Sopchoppy
103. Sweetwater
104. Tallahassee
105. Taylor County
106. Trenton
107. Wakulla County
108. West Park
109. White Springs
110. Williston
111. Windermere
112. Winter Park
113. Winter Springs
114. Yankeetown



- ★ Corporate Headquarters
- Hauling Companies
- ◆ Landfills
- ▲ Military Contracts
- Municipal Contracts
- ♻ Recycling Processing
- ▼ Transfer Stations

WASTE PRO OF FLORIDA, INC.

Corporate Headquarters

2101 W SR 434 Suite 305

Longwood, FL, 32779

407.869.8800 Fax: 407.869.8884

WASTE PRO USA, INC. EXECUTIVE SUMMARY

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 because 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, Jeanie Dubinski Chief Legal Officer, 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-one (71) locations in eight (8) states including Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Waste Pro holds one hundred and eighty-four (184) exclusive City and County franchises. Waste Pro is currently contracted to provide solid waste and recycling services to over 1,600,000 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.

The trucks that are used by Waste Pro are constructed to be safe, productive and provide a comfortable work base for our employees. The trucks are kept clean and have a striking environmentally themed color scheme with customized signage to represent local themes in each district area. The trucks are equipped with closed circuit television and audio for safety purposes. The hydraulic lines are reinforced with an exterior armor to prevent leakage and hydraulic spills. Waste Pro is a well-funded private company with the resources and commitment to provide Cities, Counties and private commercial businesses. With the finest service available. We look forward to assisting in the WIN-WIN relationship that can begin TODAY!



70 OPERATING LOCATIONS

Archer, FL	Asheville, NC	Athens, GA	Atlanta, GA
Baton Rouge, LA	Blountstown, FL	Brookhaven, MS	Sarasota, FL
Ball Ground, GA	Birmingham, AL	Charlotte, NC	Citrus County, FL
Clearwater, FL	Cocoa, FL	Columbus, MS	Concord, NC
Crestview, FL	Doraville, GA	Daytona Beach, FL	East Point, FL
Elkton, FL	Ft. Lauderdale, FL	Hollywood, FL	Ft. Myers, FL
Freeport, FL	Ft. Pierce, FL	Fanning Springs, FL	Gainesville, FL
Gautier, MS	Greenwood, MS	Gonzales, LA	Gulfport, MS
Hardeeville, SC	Hattiesburg, MS	Hilton Head, SC	Indian Trail, NC
Interlachen, FL	Kemper County, MS	Lake County, FL	Lynn Haven, FL
Jacksonville, FL	Jackson, MS	Lake City, FL	Marianna, FL
Memphis, TN	Meridian, MS	Milton, FL	Mobile, AL
Natchez, MS	New Orleans, LA	New Smyrna Beach, FL	Ocala, FL
Orlando, FL	Palatka, FL	Palm Coast, FL	Panama City Beach, FL
Pensacola, FL	Port St. Joe, FL	Quincy, FL	Sanford, FL
St. Augustine, FL	Summerville, SC	Southport, FL	Southaven, MS
West Palm Beach, FL	Tallahassee, FL	West Bay, FL	

209 EXCLUSIVE MUNICIPAL CONTRACTS

ALABAMA

Allgood, AL	Bibb County, AL	Brent, AL
Chelsea, AL	Centerville, AL	Floral, AL

Foley, AL

Jemison, AL

Kimberly, AL

Locust Fork, AL

Montevallo, AL

Shelby County, AL

Sylacauga, AL

Talladega, AL

Wilsonville, AL

Wilton, AL

FLORIDA

Alachua, FL

Apalachicola, FL

Archer, FL

Bellevue, FL

Biscayne Park, FL

Bonifay, FL

Bradenton Beach, FL

Branford, FL

Bristol, FL

Brooker, FL

Broward County (uninc.), FL

Calhoun County, FL

Casselberry, FL

Cape Canaveral, FL

Cape Coral, FL

Chiefland, FL

Cedar Key, FL

Coral Springs, FL

Crawfordville, FL

Crescent City, FL

Crestview, FL

Cross City, FL

Daytona Beach, FL

Daytona Beach Shores, FL

Debarry, FL

Deltona, FL

Flagler County, FL

Fort White, FL

Gadsden County, FL

Grant-Valkaria, FL

Greensboro, FL

Gulf County, FL

Havana, FL

Hawthorne, FL

Hillsboro Beach, FL

Hollywood, FL

Holmes Beach, FL

Interlachen, FL

Inglis, FL

Jasper, FL

Jay, FL

Jacksonville, FL

LaCrosse, FL

Lake City, FL

Lake County, FL

Lake Helen, FL

Lake Mary, FL

Lauderdale By the Sea, FL

Lauderhill, FL

Laurel Hill, FL

Lee County, FL

Leon County, FL

Liberty County, FL

Longwood, FL

Loxahatchee Groves, FL

Maitland, FL

Manatee County, FL

Marianna, FL

Marion County, FL

Melbourne Beach, FL

Melbourne Village, FL

Micanopy, FL

Midway, FL

Minneola, FL

Miramar, FL

Montverde, FL

Neptune Beach, FL

Newberry, FL

New Smyrna Beach, FL

North Lauderdale, FL	North Miami, FL	Oak Hill, FL
Ocala, FL	Ocean Breeze, FL	Orange County, FL
Orchid, FL	Ormond Beach, FL	Otter Creek, FL
Palatka, FL	Palm Beach County, FL	Palm Coast, FL
Palm Shores, FL	Pembroke Pines, FL	Perry, FL
Port Orange, FL	Port St. Joe, FL	Port St. Lucie, FL
Punta Gorda, FL	Putnam County, FL	Quincy, FL
St. Lucie County, FL	St. Lucie Village, FL	St. George Island, FL
St. Marks, FL	Sanford, FL	Santa Rosa County, FL
Seminole County, FL	South Daytona, FL	Sopchoppy, FL
Sweetwater, FL	Tallahassee, FL	Taylor County, FL
Trenton, FL	Wakulla County, FL	West Park, FL
White Springs, FL	Williston, FL	Windermere, FL
Winter Park, FL	Winter Springs, FL	Yankeetown, FL

GEORGIA

Arcade, GA	Bloomingdale, GA	Bowman, GA
Carl, GA	Commerce, GA	Danielsville, GA
Gwinnett County, GA	Ila, GA	Jefferson, GA
Loganville, GA	Maysville, GA	Nicholson, GA
Peachtree Corners, GA	Snellville, GA	Thunderbolt, GA
Tybee Island, GA		

LOUISIANA

Ascension Parish, LA	Gonzales, LA
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MISSISSIPPI

Adams County, MS	Biloxi, MS	Brookhaven, MS
Canton, MS	Claiborne County, MS	Coffeeville, MS
Decatur, MS	D'Iberville, MS	Duck Hill, MS

Florence, MS	Forrest County, MS	Gautier, MS
Grenada, MS	Grenada County, MS	Gulfport, MS
Harrison County, MS	Hinds County, MS	Humphreys County, MS
Isola, MS	Jackson County, MS	Kilmichael, MS
Leake County, MS	Lincoln County, MS	Long Beach, MS
Louisville, MS	Lumberton, MS	Macon, MS
Meridian, MS	Montgomery County, MS	Moss Point, MS
Natchez, MS	Newton, MS	Noxapater, MS
Noxubee County, MS	Ocean Springs, MS	Pascagoula, MS
Pass Christian, MS	Philadelphia, MS	Petal, MS
Shuqualak, MS	Southaven, MS	Sumner, MS
Sunflower, MS	Tutwiler, MS	Vaiden, MS
Walnut Grove, MS	Webb, MS	Wilkinson County, MS

NORTH CAROLINA

Belmont, NC	Bessemer City, NC	Buncombe County, NC
Concord, NC	Denton, NC	Indian Trail, NC
Lake Park, NC	Landis, NC	Monroe, NC
Salisbury, NC		

SOUTH CAROLINA

Beaufort, SC	Charleston County, SC	Port Royal, SC
Ridgeland, SC	Summerville, SC	

TENNESSEE

Arlington, TN		
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FAST FACTS

History:

Fastest growing privately owned solid waste company in the Southeastern United States. Founded in 2001 by John Jennings; a second generation legend in the business.

Services:

Residential and Commercial Collection, Recycling, Processing and Disposal of public and private solid waste.

Current Service Areas:

Florida, Georgia, North Carolina, South Carolina, Alabama, Mississippi, Louisiana, and Tennessee.

Office Locations:

More than 75 separate operating facilities including landfills in nine regional market areas. Operating locations in 60 of Florida's 67 counties. More than one million square feet of office and industrial space on 500 acres.

Customers:

More than 20 million residential and commercial customer services a month to a base of more than two million residential customers, over two hundred and six exclusive municipal franchises and forty thousand commercial customers.

Page Two

Employees:

Two thousand seven hundred motivated and decentralized employees, led by Regional Vice Presidents and a streamlined corporate staff in Longwood, Florida.

Fleet:

Waste Pro maintains a fleet of more than 2,400 clean, state of the art trucks, featuring high impact community oriented graphics.

Our fleet is estimated to be valued at more than \$350 million. In 2011, Waste Pro announced a \$100 million investment in Compressed Natural Gas powered collection and recycling trucks. Our first CNG fueling facility in Ft. Pierce, Florida, opened its doors in August of 2012, and additional fueling facilities in Daytona, Palm Coast, and Jacksonville opened in 2013 and 2014. Additionally, we maintain state of the art recycling processing facilities and landfill operating equipment.

Revenue Growth--Investment Partners:

Since 2001, Waste Pro experienced unprecedented revenue increases. Our 2014 revenues exceeded \$509 million. The company is fiscally sound and poised for even more dramatic growth during the next five years.

Waste Pro Family of Companies:

American Recycling of Georgia, Atlanta
American Recycling of Alabama, Birmingham
American Transportation Services, Atlanta
Greenstar Recycling of Atlanta
Green Key Environmental Solutions, Miami

Supplier: **Waste Pro of Florida**

Issue Date

City of Hollywood, Florida
Solicitation # F-4457-15-RD



Curbside Recycling Collection Services
Solicitation # F-4457-15-RD

Closing Date: Jun 5, 2015

Location: City Hall/Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

Supplier: **Waste Pro of Florida**



ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): **Waste Pro of Florida, Inc.** Federal Tax Identification Number: **59-3701785**

If Corporation - Date Incorporated/Organized: **January 5, 2001**

State Incorporated/Organized: **Florida**

Company Operating Address: **2101 West State Road 434, Suite 315**

City **Longwood** State **FL** Zip Code **32779**

Remittance Address (if different from ordering address): **17302 Pines Boulevard**

City **Pembroke Pines** State **FL** Zip Code **33029**

Company Contact Person: **Russell Mackie** Email Address: **rmackie@wasteprousa.com**

Phone Number (include area code): **954-967-4200** Fax Number (include area code): **954-2414489**

Company's Internet Web Address: **www.wasteprousa.com**

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

Bidder/Proposer's Authorized Representative's Signature: **Russell Mackie** Date **5-9-2015**

Type or Print Name: **Russell Mackie**

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

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services

Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

Supplier: Waste Pro of Florida



CONE OF SILENCE

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at <http://www.hollywoodfl.org/ConeOfSilence>

All communications regarding this bid should be sent in writing to the Procurement Services Division as identified in this bid.

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services

Supplier: Waste Pro of Florida

Issue Date

City of Hollywood, Florida
IFB # F-4457-15-RD**1.0 GENERAL TERMS AND CONDITIONS****1.1 INSTRUCTIONS TO BIDDERS**

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Bid Solicitation are encouraged to submit bids. To receive notification and to be eligible to bid vendor should be registered with BidSync. Vendors may register with the BidSync (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at hollywoodfl.org to download an application and submit it to Procurement Services Division.

1.2 BIDDERS RESPONSIBILITIES

Bidders are required to submit their bids upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or Services as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the bidder.
- C. Bidders are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

1.3 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- A. The City's enclosed Bid Proposal Form, in its entirety, is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.
- E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not apply to vendors' purchases of goods or Services used in Work or goods supplied to the City. Vendors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

1.4 DESCRIPTION OF SUPPLIES

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.

Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Bidders will submit, with their bids, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.

The City shall be the sole judge of equality and its decision shall be final.

1.5 ADDENDA

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addendum issued. Where there appears to be a conflict between this Bid solicitation and any addendum the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal addendum by signing the addendum and including it with their Bid. Failure to include a signed formal Addendum in its Bid shall deem the Bid non-responsive; provided, however, that the City may waive this requirement in its best interest.

1.6 REJECTION OF BIDS

The City may reject a bid if:

- A. The Bidder fails to acknowledge receipt of an addendum, or if
- B. The Bidder misstates or conceals any material fact in the bid, or if
- C. The bid does not strictly conform to the law or requirements of the bid, or if
- D. The bid is conditional, except that the Bidder may qualify its bid for acceptance by the City on an "all or none" basis, group basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
- E. The City is under a pre-lawsuit claim from the Bidder or is involved in current litigation with the Bidder.

The City may reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in paragraph D above.

1.7 WITHDRAWAL OF BIDS

- A. Bids shall be deemed enforceable for a period of 120 days after the time set for the bid opening.
- B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.
- C. The City may permanently retain as liquidated damages the bid deposit furnished by any Bidder who requests to withdraw a bid after the bid opening.

1.8 LATE BIDS OR MODIFICATIONS

Only bids or proposals received as of the opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be returned un-opened to the sender and rejected as late.

1.9 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the addenda in reverse chronological order, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.10 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he or she may submit to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving an Invitation for Bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Procurement Services on or before the date specified for a request for clarification.

1.11 INVOICING/PAYMENT

All invoices should be sent to: City of Hollywood, Financial Services Department, P.O. Box 229045, Hollywood, Florida 33022-9045. In accordance with Florida Statutes Chapter 218, payment will be made within 45 days after receipt of Services and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

Payment will be made by the City after commodities/Services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must reference the purchase order number or contract number.

When a contractor receives from the City of Hollywood any payment for contractual Services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of Work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received, on a pro rata basis, to the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor, without reasonable cause, fails to make payments required by this section to Subcontractors and Material Suppliers within fifteen (15) Working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose Work has been completed, even if the prime contract has not been completed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.

1.12 TOTAL BID DISCOUNT

If a Bidder offers a discount for the award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in the tabulation and award of the bid.

Bidder may offer cash discounts for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

In connection with any discount offered, time will be computed from the date of receipt of supplies or Services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

1.13 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of a contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or Services as described in this Bid; have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or Services if awarded a Contract under the terms and conditions herein stated. The terms

"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.

- B. The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience), in making the award in the best interest of the City. In all cases, the City of Hollywood shall have no liability to any contractor for any costs or expenses incurred in connection with this bid or otherwise.

1.14 NOTICE REQUIREMENTS

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of a hard copy; and in any case addressed as follows:

To the City

Project Manager: Ralph Dierks
City of Hollywood
Attention: Ralph Dierks
Phone: 954-921-3223
Fax:
E-mail: RDIERKS@hollywoodfl.org

and,

To the Director of Procurement Services:
Joel Wasserman
Procurement Services Division
P.O. Box 229045
Hollywood, FL 33022-9045
Phone: (954)921-3290 Fax: (954)921-3086
Email: procurement@hollywoodfl.org

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, fax number and to the person listed in the Contractor's proposal, as applicable.

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

1.15 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the City of Hollywood. The Contractor shall supply competent and physically capable employees and the City is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

1.16 AWARD OF BID

- A. The Evaluation Committee will make a recommendation based upon the lowest responsive and responsible bidder(s) whose bid(s) conforms to the Invitation for Bids and is most advantageous to the City.
- B. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies its bid by specified limitations.
- C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or Services from this contract through the effective period of the award. In any situation where obtaining Services from the Primary Vendor (s) is not in the best interest of the City, or the vendor cannot

deliver material and/or Services within 24 hours of the date required, or on an emergency basis, staff may obtain Services from the Secondary Vendor (s).

- D. One or more Contractors may be designated as approved on an alternating/rotating basis for the delivery of materials and/or Services from this contract through the effective period of the award. In situations where obtaining Services from the alternating vendor is not in the best interest of the city, or the vendor cannot deliver material and/or Services within 24 hours of the date required, or on an emergency basis, staff may obtain material and/or Services from the next available vendor.
- E. The successful Bidder shall be notified in writing of the award.
- F. Delivery of materials and/or Services shall be performed upon receipt by the successful bidder of a numbered, signed purchase order, blanket purchase order or fully executed agreement.

1.17 BID PROTESTS

The City shall provide notice of its intent to award or reject to all bidders by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective bidder who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. . Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of the bid.

- A. The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.
- B. A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.
- C. Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit, the Directory shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protestor and any other interested party, and the process leading to the award shall proceed.

1.18 AGREEMENT

An agreement shall be sent to the awarded bidder to be executed and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded bidder.

1.19 NOTICE TO PROCEED

A signed Purchase Order, blanket purchase order or fully executed agreement will be the Contractor's

authorization to proceed and may substitute for a "Notice to Proceed" form.

1.20 OTHER GOVERNMENTAL ENTITIES

If the Bidder is awarded a contract as a result of this IFB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies so requesting the products or Services awarded in accordance with the terms and conditions of the IFB and resulting contract.

1.21 DISQUALIFICATION OF BIDDERS

A bidder may be disqualified temporarily or permanently and its bid(s) rejected for:

- A. Poor performance or default, in the City's opinion, on one or more previous contracts with the City.
- B. Poor performance or default, in the City's opinion, on one or more previous contracts with other public entities.
- C. Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

1.22 RESERVATIONS FOR AWARD AND REJECTION OF BIDS

The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the IFB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or Services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the IFB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided Services to the City in the past. This procedure will continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

1.23 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the Work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.

1.24 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

1.25 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including, but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442,

Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a contractor commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.
- D. This Section applies to any contract for goods or Services of \$1 million or more: The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.26 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual, corporation or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.27 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

1.28 COLLUSION

The bidder, by affixing its signature to this proposal, agrees to the following: "Bidder certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.29 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.30 FORCE MAJEURE

The Agreement which is awarded to the successful Bidder may provide that the performance of any act by the City or Contractor thereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement.

1.31 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. A Bidder, by virtue of bidding, certifies that if awarded any portion of the IFB, it will supply only material or equipment that is 100% asbestos free.

1.32 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of Florida. This will apply notwithstanding such factors as where the contract is entered into and the place where the accident occurs and notwithstanding conflicts of law principles that would otherwise apply.

1.33 LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.34 SOVEREIGN IMMUNITY

Nothing in this agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

1.35 SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.36 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded bidder or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded bidder shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

1.37 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: Services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patents, copyrights, service marks, trade secrets, or any other third party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and its officers, agents and employees and defend any action brought against the City or any of its officers, agents or employees with respect to any claim, demand, and cause of action, debt, or liability.

- C. In the event any deliverable or anything provided to the City hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the City's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- D. The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or other proprietary rights claim or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.
- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secret, patent right, or other intellectual property right in the performance of the Work.

1.38 PUBLIC RECORDS LAW

If applicable, for each public agency contract for Services, the Contractor is required to comply with F.S. 119.0701, which includes the following:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and 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.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Non-exempt public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed bids become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. The bidder shall not, unless required as part of this IFB, submit any information in response to this invitation which the bidder considers to be a trade secret, proprietary or confidential. The submission, not required as part of this IFB, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder.

1.39 ACCESS TO RECORDS

The City reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular

business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the City for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards at no cost to the City.

1.40 INFORMATION

Further information, if desired, may be obtained from the Procurement Services Division, 2600 Hollywood, Boulevard, Room 303, Hollywood, Florida 33020, telephone 954-921-3223.

Questions or requests for clarification of the specifications shall be in writing and received by the Procurement Services Division by the date specified for a request for clarification. They may be mailed or faxed to (954) 921-3086 or emailed to RDIERKS@hollywoodfl.org.

1.41 LOCAL PREFERENCE

Pursuant to §38.50 of the City of Hollywood Code of Ordinances, the City shall grant a preference to Hollywood vendors if their initial bid is within 5% of the bid of the lowest responsive responsible bidder that is a non-local Hollywood vendor. The preference shall allow the local Hollywood vendor to submit a second and final offer which must be at least 1% less than the bid of the lowest responsive responsible non-local Hollywood vendor to be awarded. The local Hollywood vendor shall have the burden of demonstrating that it maintains a permanent place of business with full-time employees within the City limits and has done so for a minimum of one (1) year prior to the date of issuance of a bid solicitation within Hollywood, Florida. All supporting documentation (e.g. City of Hollywood valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.

1.42 ELIGIBILITY

If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida Statutes, prior to entering into a contract with the City.

1.43 VENDOR REGISTRATION

You do not need to be a City of Hollywood registered vendor to bid. However follow the instructions when you go to: www.hollywoodfl.org

The Contractor shall be a registered vendor with the City Procurement Services Division for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate vendor application and to update the application file for any changes for the duration of this Agreement, including any option years.

1.44 CONFLICT IN SPECIFICATIONS

Where there appears to be a variance or conflict between these General Conditions and the Special Conditions or Technical Specifications outlined in the Bid Package, the order of preference shall be Technical Specifications, Special Conditions, and General Terms and Conditions.

1.45 EXCEPTIONS TO PROPOSAL

The bidder shall list on the space provided on the bid page or on a separate sheet of paper any exceptions to the conditions of this Bid. This sheet shall be labeled, "Exceptions to Bid Provisions," and shall be attached to the Bid. If no exceptions are stated, it will be understood that all General, Special and Technical Conditions will be complied with, without exception.

1.46 APPROVED EQUAL

When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

1.47 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS

The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items and feels that the technical specifications are overly restrictive, the Bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the IFB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all Bidders.

1.48 MODEL NUMBER CORRECTIONS

If the model number for the make specified in this IFB is incorrect or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

1.49 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The Bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

1.50 QUANTITIES

The City specifically reserves the right to accept all or any part of the bid, to split the award, and to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the bid form by the Bidder.

1.51 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/ or risk of loss or damage to all items shall be the responsibility of the successful Bidder until acceptance by the City unless loss or damage results from negligence by the City. If the materials or Services supplied to the City are found to be defective or not to conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return the product at the Bidder's expense.

1.52 DELIVERY TIME

Unless actual date of delivery is specified (or if specified, delivery cannot be met), the Bidder shall show the number of days required to make delivery after receipt of the purchase order in the space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal Working hours of the user, Monday through Friday, excluding holidays, unless otherwise specified and incorporated into the contract document. Delivery shall be to the location specified in the bid specifications.

1.53 CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.54 WARRANTY

Unless otherwise specified, all items proposed by the Bidder shall include a warranty covering Services, parts and/or labor for a specified period of time. The Bidder shall submit information on both manufacturer and dealer warranties, where applicable, with the bid. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and Workmanship. At no expense to the City, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

1.55 DURATION OF AGREEMENT

This Agreement will be for the terms identified in this document, unless the Contractor is otherwise notified by the City. Any extension of this Agreement shall be in writing and approved by the same approval processes as the original agreement, except the City Manager is authorized to extend for up to 90 days when operationally necessary.

1.56 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for the time identified in the bid if agreed to in writing by both parties.

1.57 MODIFICATION OF CONTRACT

The contract may only be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, blanket purchaser order or change order, as appropriate.

1.58 MATERIAL SAFETY DATA SHEET (MSDS)

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

1.59 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and the bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the bid page under exceptions to specifications.

1.60 SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the City. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with the bidder's name and the manufacturer's brand name and number.

1.61 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 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 consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.62 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or Services to a public entity, may not submit a bid on a contract with a public entity for 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 award or perform Work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.63 DRUG-FREE WORKPLACE PROGRAM

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

1.64 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidders shall sign and submit this attached form indicating their understanding of and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, and candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, the bidder that otherwise is the lowest responsive responsible bidder may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

1.65 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this Invitation to Bid that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or Services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

1.66 INSURANCE REQUIREMENTS

Upon the City's notification, the Contractor shall furnish to the Procurement Services Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 each Occurrence for bodily injury and property damage. The City of Hollywood must be shown as an additional insured with respect to this coverage. The mailing address of City of Hollywood, Florida, 2600 Hollywood Boulevard, Hollywood, Florida 33021, as the certificate holder, must appear on the certificate of insurance.
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 Combined Single Limit.
- D. The City reserves the right to require any other insurance it deems necessary depending on the exposure.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.

Compliance with the foregoing requirements shall not relieve the Contractor of any liability or obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award becomes final. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after City notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days' prior written notice has been given to the City. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or Services in this bid. A violation of this requirement at any time during the term, or any extension thereof, shall be grounds for the immediate termination of any contract entered in to pursuant to this bid. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid, the successful Bidder must submit a signed statement from the insurance agency of record that the full policy contains no such exception.

1.67 CITY WEBSITE

Bids, addenda, bid tabulations, and other information are available on the Procurement Services Division's page, which can be found at: www.hollywoodfl.org

1.68 DISCLAIMER

The City of Hollywood may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the bid, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this bid constitutes only an invitation to make presentations to the City of Hollywood. The City of Hollywood reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the City of

Hollywood shall have no liability to any Contractor for any costs or expense incurred in connection with this bid or otherwise.

1.69 CONFIDENTIALITY

As a political subdivision, the City of Hollywood is subject to the Florida Sunshine Law and Public Records Law. By submitting a Bid, the Contractor acknowledges that the materials submitted with the Bid and the results of the City of Hollywood's evaluation may be open to public inspection upon proper request. The Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

1.70 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

- A. The terms and conditions of the agreement
- B. The City of Hollywood's IFB and any associated addenda and attachments thereto, and
- C. The Contractor's Proposal.

1.71 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the Services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Project Manager.

The Contractor acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in

executing the activities required to implement said changes.

1.72 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The City shall have no obligation to pay the Contractor any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the City and the Contractor.

All Services undertaken by the Contractor before the City's approval of this Contract shall be at the Contractor's risk and expense.

1.73 PRICING

Prices shall remain firm and fixed for the initial term of the Contract, however, the Contractor may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

1.74 GUARANTEE

The Contractor shall be responsible for technically deficient designs, reports, or studies due to its errors and omissions, and shall promptly correct or replace all such deficient Work due to its errors and omissions without cost to the City upon the request of the City for the established period of time after the date of acceptance of the project by the City, as stated in the bid, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the City for Work performed does not constitute a waiver of this guarantee.

1.75 MANNER OF PERFORMANCE

- A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of this Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the City, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. Such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- B. The Contractor agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the City.
- C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels upon reasonable request from the City, should the City make a determination, in its sole discretion, that said personnel staffing is inappropriate.
- D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform

the Services described herein in a competent and professional manner.

- E. The Contractor shall at all times cooperate with the City and coordinate their respective Work efforts to most effectively and efficiently maintain progress in performing the Services.
- F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

1.76 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work Services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the Work or Services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of independent contractors and not that of employees or agents of the City.

The Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in this Agreement.

1.77 PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the City of Hollywood is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the City's possession may constitute or contain information or materials which the City has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the City has developed at its own expense, the disclosure of which could harm the City's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the City's property, any computer programs, data compilations, or other software which the City has developed, has used or is using, is holding for use, or which are otherwise in the possession of the City (hereinafter "Computer Software"). All third-party license agreements must also be honored by the Contractors and their employees, except as authorized by the City and, if the Computer Software has been leased or purchased by the City, all third party license agreements must also be honored by the Contractor's employees. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the City any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the City's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

1.78 PROPRIETARY RIGHTS

- A. The Contractor hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Contractor hereunder or furnished by the Contractor to the City and/or created by the Contractor for delivery to the City, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the City, use

such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.

- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.
- C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Contractor's performance hereunder.
- D. Except as otherwise provided in subsections A, B, and C above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the City so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. Such license specifically includes, but is not limited to, the right of the City to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the City for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

1.79 AUTHORITY OF THE CITY'S PROJECT MANAGER

- A. The Contractor hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted

hereunder.

- D. In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each, with respect to matters within the City Manager's purview as set forth above, shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Contractor's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the City Manager for a decision, together with all evidence and other pertinent information in regard to such question, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, the Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.80 MUTUAL OBLIGATIONS

- A. This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the duly authorized representatives of both parties.
- B. Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- C. In those situations where this Agreement imposes an indemnity or defense obligation on the Contractor, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

1.81 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

1.82 AUDITS

The City, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3)

years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the City. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

The Contractor agrees to grant access to the City's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

1.83 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Bid, the Contractor must notify the City in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.84 SUBCONTRACTUAL RELATIONS

- A. If the Contractor will cause any part of this Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The Services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- B. The Contractor, before making any subcontract for any portion of the Services, will state in writing to the City the name of the proposed subcontractor, the portion of the sServices which the subcontractor is to do, the place of business of such subcontractor, and such other information as the City may require. The City will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the City.
- C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.
- D. In order to qualify as a subcontractor satisfactory to the City, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the sServices in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the City that it has satisfactorily performed Services of the same general type which is required to be performed under this Agreement.
- E. The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All subcontractors are required to protect the confidentiality of the City and City's proprietary and confidential information. Contractor shall furnish to the City copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the City finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on

the part of the City to any subcontractor hereunder as more fully described herein.

1.85 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City shall not be responsible for conclusions to be drawn therefrom, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.86 SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

1.87 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.
- B. The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and any other reasons related to contractor's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- D. The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:
 - 1. Stop Work on the date specified in the notice ("the Effective Termination Date");
 - 2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
 - 3. Cancel orders;
 - 4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - 5. Take no action which will increase the amounts payable by the City under this Agreement.

- E. In the event that the City exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated, as stated in the payment Articles herein, for the:
1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 2. Non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.
- F. All compensation pursuant to this Article is subject to audit.

1.88 EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
1. The Contractor has not delivered Deliverables on a timely basis;
 2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
 3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 5. The Contractor has failed to obtain the approval of the City where required by this Agreement;
 6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
 7. The Contractor has failed in the representation of any warranties stated herein.
- B. When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the City receives such assurances, the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:
1. Treat such failure as a repudiation of this Agreement;
 2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C. In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.89 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for procurement of Services, including procurement and administrative costs; and,
- C. Such other damages as the City may sustain.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

1.90 NONDISCRIMINATION

During the performance of this Contract, the Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the City, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 and related Acts (the "Act"). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

1.91 CONFLICT OF INTEREST

The Contractor represents that:

- A. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- B. There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person submitting a bid for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or member of the immediate family or household of any of the aforesaid:
 - 1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, supplies or Work, to which this Agreement relates or in any portion of the revenues; or
 - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.
- C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the City with a written notice, in advance, which

identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event the Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Contractor shall promptly bring such information to the attention of the City's Project Manager. The Contractor shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Contractor receives from the Project Manager in regard to remedying the situation.

1.92 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the City:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Represent, directly or indirectly, that any product or service provided by the Contractor has been approved or endorsed by the City, except as may be required by law.

1.93 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Contractor has with the City, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

1.94 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

1.95 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are signed by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

1.96 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for any

extension term shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

1.97 PROHIBITION OF INTEREST

No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the City's bidder lists, and prohibition from engaging in any business with the City.

1.100 NO CONTINGENT FEES

The Vendor warrants that it has not employed or retained any company or person other than a bona fide employee Working solely for the Vendor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee Working solely for the Vendor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion and to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

1.101 E-VERIFY

The Contractor acknowledges that the City may be utilizing the Contractor's Services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Agreement term. The Contractor is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

1.102 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all Services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.103 ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in this agreement and any amendments thereto, to any areas annexed into the City.

1.104 DEFINITIONS & TERMS

When used in Contract Documents or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the Work.

Bid: The written offer of a Bidder to provide product or perform Work or service.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid Documents: The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, Insurance Requirements, COMMISSION General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Calendar Day: Everyday shown on the calendar.

Change Order: A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the City Manager and/or City Commission.

Contract: The written agreement between the City and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

Contract Manager: Duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the City of Hollywood and who is liable for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the Work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

City: A political subdivision, Incorporated City within Broward County of the State of Florida, whose governing body is a City Commission consisting of a Mayor, Vice Mayor and five City Council members.

City Manager: The Manager of the City of Hollywood, Florida.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the City's Project Manager for review and approval in writing pursuant to the terms of this Agreement.

IFB: Invitation For Bid.

Lessee: Any individual, partnership or corporation having a tenant relationship with the City of Hollywood.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the City's Contract Manager.

Notice To Proceed (NTP): The written communication issued by the City to the Contractor directing the Contractor to begin contract Work and establishing the date of commencement of the Work.

Owner: The term Owner as used in this Contract shall mean the City of Hollywood.

Performance and Payment Bonds: Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the Work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the execution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the Work to be done and which are part of the Contract Documents.

Project: The construction and Services required by the Contract Documents, which includes all labor, materials, equipment, and Services to be provided by the Contractor to fulfill the Contractor's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related Services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The duly authorized representative designated to manage the Project.

Scope of Service: Document which details the Work to be performed by the Contractor.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "Work", "Services", "Program", or "Project": All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Project Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

Supplier: **Waste Pro of Florida**



HOLD HARMLESS AND INDEMNITY CLAUSE

Waste Pro of Florida, Inc.

(Company Name and Authorized Signature, Print Name)

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

Russell Mackie

Signature

Waste Pro of Florida, Inc.

Name of Company

Russell Mackie

Printed Name

Regional Vice President

Title

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services

Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

Supplier: **Waste Pro of Florida**



NONCOLLUSION AFFIDAVIT

STATE OF: Florida

COUNTY OF: **Broward**, being first duly sworn, deposes and says that:

- (1) He/she is **Regional Vice President** of **Waste Pro of Florida, Inc.**, the Bidder that has submitted the attached Bid.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusion or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Russell Mackie
Signature
Waste Pro of Florida, Inc.
Name of Company

Russell Mackie
Printed Name
Regional Vice President
Title

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services

Supplier: Waste Pro of Florida



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 form statement is submitted to **City of Hollywood**

By **Russell Mackie** for **Waste Pro of Florida, Inc.**

(Print individual's name and title)

(Print name of entity submitting sworn statement)

whose business address is **17302 Pines Blvd., Pembroke Pines, FL 33029**

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.

2. I understand that "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 with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

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 an 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. 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 "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any 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 let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, 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 relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

XXXNeither the entity submitting sworn statement, nor any of its officers, director, 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, 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, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings, 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 (ONE) 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 THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Russell Mackie
Signature
Waste Pro of Florida, Inc.
Name of Company

Russell Mackie
Printed Name
Regional Vice President
Title

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services

Supplier: **Waste Pro of Florida**



CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

Russell Mackie
Waste Pro of Florida, Inc.
17302 Pines Blvd.,Pembroke Pines, FL 33029

Application Number and/or Project Name:

Bid # F-4457-15-RD

Applicant IRS/Vendor Number: **59-3701785**

Russell mackie
Signature
Waste Pro of Florida, Inc.
Name of Company

Russell Mackie
Printed Name
Regional Vice President
Title

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services

Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

Supplier: Waste Pro of Florida



DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Russell Mackie
VENDOR'S SIGNATURE

Russell Mackie
PRINTED NAME

Waste Pro of Florida, Inc.
NAME OF COMPANY

Regional Vice President
TITLE

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services

Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

Supplier: Waste Pro of Florida



REFERENCES

F-4457-15-RD Curbside Recycling Collection Services

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Company Name:	City of Miramar		
Address:	13900 Pembroke Road		
City, State, ZIP:	Miramar, FL 33027	Phone Number:	954-802-6876
Point of Contact:	Tom Good	Fax Number:	954-602-3750
Email:	tgood@ci.miramar.fl.us		
Explain How This Referenced Work Is Similar To This Request:			
Waste Pro transitioned Miramar's hand pick garbage service in cans and bags and 18 gallon recycling bin service to Waste Pro provided automated 95 gallon garbage cart and automated 65 gallon recycling carts purchased by the City.. This was a competitive RFP situation. Waste services 65 gallon recycling carts once 1x per week in Miramar. 32,000 Residential Recycling Customers served.			
Date service was provided: May 2011-Present			

Company Name:	City of Pembroke Pines		
Address:	13975 Pembroke Road		
City, State, ZIP:	Pembroke Pines, FL 33027	Phone Number:	954-450-6905
Point of Contact:	Rose Colombo	Fax Number:	954-450-6907
Email:	rcolombo@ppines.com		
Explain How This Referenced Work Is Similar To This Request:			
Waste Pro transitioned services in Pembroke Pines in 2013 from City provided 95 gallon automated garbage carts and City provided 18 gallon recycling bins to Waste Pro utilizing existing automated 95 gallon garbage carts and Waste Pro providing 65 gallon automated recycling cart service. Waste Pro services the recycling carts one weekly. This contract was won in a competitive RFP process. 38,000 Residential Recycling Customers served.			
Date service was provided: June 2013-Present			

Company Name:	City of Port St. Lucie		
Address:	450 SW Thornhill Dr.		
City, State, ZIP:	Port St. Lucie, FL 33905	Phone Number:	772-871-5163
Point of Contact:	Carmen Capezzuto	Fax Number:	772-871-5248
Email:	carmenc@cityofpsl.com		

Explain How This Referenced Work Is Similar To This Request:

Waste Pro transitioned services in City of Port St. Lucie County in 2006 from the existing competitor hand pick up in garbage cans and bags and 18 gallon recycling bins to Waste Pro service of hand pick up in garbage cans and bags and 18 gallon recycling bins. Sixty-five (65) gallon residential recycling carts were introduced in 2013. Recycling carts are currently serviced once weekly. This contract was won in a competitive RFP process. 64,300 Residential Recycling Customers served.

Date service was provided: 2006-Present

Supplier: **Waste Pro of Florida****W-9**(Rev. August 2013)
Department of the Treasury Internal
Revenue Service**Request for Taxpayer
Identification Number and
Certification****Give to the
requester. Do
not send to the
IRS.**Print or type
See Specific
Instructions
on page 2.

Name (as shown on your income tax return)

Waste Pro of Florida, Inc.

Business name/disregarded entity name, if different from above

Same

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership☐ Trust/estate☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) *☐ Other (see instructions)Exemptions (see
instructions):

Exempt payee code (if any)

Exemption from FATCA
reporting code (if any)

Address (number, street, and apt. or suite no.)

2101 W. State Road 434, Suite 315

City, state, and ZIP code

Longwood, FL 32779

Requester's name and address (optional)

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 the "Name" line 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**Employer identification
number****59-3701785****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. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign HereSignature of
U.S. person *

Russell Mackie

Date

5/9/2015**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

legislation enacted after we release it) will be posted on that page.

Purpose of

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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

Note. If you are a U.S. person and 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Cat. No. 10231X

Form **W-9** (Rev. 8-2013)

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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 payee 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 to Form W-9 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.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be

paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required	Generally, exempt payees 1 through 52

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584 (a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

to be reported and direct sales over \$5,0001	
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

1 See Form 1099-MISC, Miscellaneous Income, and its instructions.

2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services

(including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Form W-9 (Rev. 8-2013)

Page 4

What Name and Number To Give the Requester**For this type of account:****Give name and SSN of:**

- | | |
|---|--|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account 1 |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor 2 |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee 1
The actual owner 1 |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner 3 |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |

1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

2 Circle the minor's name and furnish the minor's SSN.

3 You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

4 List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through

email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Progressive Waste Solutions of FL, Inc.

Bid Contact **Carlos Verney**
carlos.verney@progressivewaste.com
Ph 954-288-7526

Address **3101 NW 16th Terrace**
Pompano Beach, FL 33064

Item #	Line Item Notes	Unit Price	Qty/Unit	Attch.	Docs
F-4457-15-RD--01-01	Supplier Product Code: Curbside Recycling Collection Service Supplier Notes: Unit price per week is \$0.72 X 34,578 = 24,896.16 cost per week x 52 weeks = 1,294,600.00 annual total price.	First Offer - \$0.72	34578 / household	\$24,896.16	Y Y
				Supplier Total	\$24,896.16

Progressive Waste Solutions of FL, Inc.Item: **Curbside Recycling Collection Service****Attachments**

Experience, Equipment, Personnel, Project Manager, Litigation History -Information - Progressive Waste Solutions of FL, Inc..pdf

2014-2015 Broward County Business Tax Receipt - Progressive Waste Solutions of FL, Inc..pdf

2015 - Miami Dade County Business Tax Receipts - Progressive Waste Solutions of FL, Inc..pdf

Certificate of Good Standing 2015 - Progressive Waste Solutions of FL, Inc..pdf

Recovered Material Certification 2014-2015 - Progressive Waste Solutions of FL, Inc..pdf

Municipal Contracts - Progressive Waste Solutions of FL, Inc..xls

James Bowen - Resume.pdf

Bid Security - Bid Bond - Progressive Waste Solutions of FL, Inc..pdf

W9 - Progressive Waste Solutions of FL, Inc. - 12-31-14.pdf

2015 Generic COI - PWS of FL, Inc..pdf

EXPERIENCE

- Bidders must have a successful record of experience in performing this type of work providing similar curbside residential services to a minimum of 30,000 residences. A summary of present and past similar municipal contracts must be provided, going back at least five (5) years and must be included as part of the ITB response.

Progressive Waste Solutions of FL, Inc. ("Progressive") has provided solid waste and recycling collection services to Hillsborough County since 1996. The original agreement expired in 2006, at which time the County renegotiated a seven year agreement. Recently in 2013, we were again granted a franchise agreement to provide solid waste and recycling collection services to a total of 110,841 residencies.

Additionally, Progressive has provided solid waste and recycling collection to Lee County since October 1, 2010 serving a total of 46, 239 residences. As of April 21, 2015, we were awarded the contract again, this time we are responsible for deploying new carts to each residential unit.

Progressive attaches a comprehensive list of present and part similar municipal contacts covering a period of at least five (5) years.

- The bidder shall also provide a copy of all permits, certifications, and licenses that the bidder holds or has received which evidences the bidder's ability, capacity, and compliance with any applicable rule, regulation, ordinance or statute to provide curbside recycling collection services, and an incentive based recycling program previously and provide all pertinent details.

Progressive attaches a copy of all permits, certifications, and licenses that we hold as proof of our ability, capacity, and compliance applicable rules, regulations, ordinances or statutes to provide curbside recycling collection services, and an incentive based recycling program.

- Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses, and telephone numbers.

The following are the list of names of persons who are authorized to make representations on behalf of Progressive for any item related to this solicitation:

Dean DiValerio, East Region Vice President
450 Carillon Parkway
Suite 130
St. Petersburg, FL 33716
(727)-258-0946

Damian Ribar, Area Manager, Atlantic Coast
2860 State Road 84, Suite 103
Fort Lauderdale, FL 33312
(954)-888-4303

James Bowen, District Manager
3840 N.W. 37th Court
Miami, FL 33142
(305)-694-7216

- Identify the project manager and each individual who will work as part of the engagement. Include resumes for each person to be assigned. The resumes may be included as an appendix.

Addendum No. 1, Question 42:

Page 35-36 – A., 1 – Experience: Will the City require only identify the name and resume of project manager and not all staff to be assigned?

City's Response:

The prospective provider is required to identify and submit the name of the project manager upon submission and not all staff to be assigned.

James Bowen, District Manager is the designated project manager that will be responsible for the daily operations pertaining to the curbside recycling collection services. Mr. Bowen's resume is attached.

- State whether your organization is national, region, or local.

Progressive is the third largest solid waste company operating in North America. We operate in three geographic areas, East Region, West Region, and the North Region. Locally, we operate in the South Florida area.

- State the location of the office from which your work is to be performed.

Progressive will operate from its facility located at 3840 N.W. 37th Court, Miami, FL 33142.

EQUIPMENT

- Provide a list of equipment, collection trucks and personnel available. Describe each collection truck by make, model, year and whether it is a side-loading or rear loading vehicle...

Addendum No. 1, Question 43:

Page 36 – A., 2 – Equipment: Please amend the equipment request to be only to provide proposed equipment, not all owned equipment.

City's Response:

Prospective vendor shall only provide a list of proposed equipment to be utilized for this contract and not all equipment owned by the vendor.

Progressive submits the following equipment and personnel list:

Front Line

(4)Chassis Manufacturer/Model /: Mack/ LEU/2015

(4) Body Manufacturer/Type: Labrie/ Automated side Loader

Spare

(1)Chassis Manufacturer/Model : Mack/ LEU/2015

(1) Body Manufacturer/Type: Labrie/ Automated Side Loader

Personnel:

(1) Dedicated Supervisor

(5) Safety Trained Drivers

(1) Dedicated Customer Service Representative

Additional Resources:

In addition to the dedicated equipment and personnel listed above, We are a national company with over 360 local professionals and 150 trucks that stand ready to provide additional resources if necessary to serve the City of Hollywood.

LITIGATION

- Bidder must state if you have been involved in litigation within the last five (5) years or if there is any pending litigation arising out of your performance. If you have, then provide the style of the case listing case names, case number and the results of litigation.

In the beginning of October 2013, Progressive Waste Solutions of FL, Inc., a Delaware corporation (Plaintiff) filed suit against the City of Opa-Locka, a municipal corporation of the State of Florida and Ecological Paper Recycling, Inc., a Florida corporation (Defendants) in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida; Civil Division; Case No. 13-31685 CA (01) alleging fraudulent misrepresentation by a proposer who was subsequently awarded the contract and failure to disqualify such proposer. This action arose out of the City Commission's September 25, 2013 award of the contract to the proposer. The above referenced lawsuit is still pending, as it was just recently filed.

Excluding any "non-material" cases, collection claims, insurance claims and the above referenced civil action against the City of Opa-Locka, FL and Ecological Paper Recycling, Inc., neither Progressive Waste Solutions of FL, Inc. nor any parent, subsidiary, or predecessor of Progressive Waste Solutions of FL, Inc. has brought any "material" case or had any "material" case brought against it related to any allegation of negligence, error or omissions or malpractice, default, termination, suspension, failure to perform or improper performance, the financial condition of Progressive Waste Solutions of FL, Inc., or any criminal proceeding or hearing concerning business-related offenses with regards to a similar type of work that Progressive Waste Solutions of FL, Inc. is seeking to perform for the County under the current solicitation.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015

DBA:
Business Name: PROGRESSIVE WASTE SOLUTIONS OF FL
 INC

Receipt #: 326-7752
Business Type: COURIER/TRANSPORT/DELVRY/TOWING
 (WASTE/RECYCLING)

Owner Name: GABRIEL VAHE
Business Location: 3840 NW 37 CT
 MIAMI DADE COUNTY

Business Opened: 06/24/2009
State/County/Cert/Reg:
Exemption Code:

Business Phone:

Rooms

Seats

Employees
207

Machines

Professionals

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	15.00	0.00	0.00	0.00	0.00	165.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

GABRIEL VAHE
 1751 SW 43 TER
 DEERFIELD BCH, FL 33442

Receipt # 13B-13-00009502
Paid 08/11/2014 165.00

2014 - 2015

000066

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

1829572

BUSINESS NAME/LOCATIONPROGRESSIVE WASTE SOLUTIONS OF FL INC
3840 NW 37 CT
HIALEAH FL 33142**RECEIPT NO.****RENEWAL**
94417**EXPIRES**
SEPTEMBER 30, 2015Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10**OWNER**

PROGRESSIVE WASTE SOLUTIONS OF FL

SEC. TYPE OF BUSINESS

213 SERVICE BUSINESS

Employee(s) 275

**PAYMENT RECEIVED
BY TAX COLLECTOR**\$1237.50 09/12/2014
Acct05-14-001030

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

000948

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

1829572

BUSINESS NAME/LOCATIONPROGRESSIVE WASTE SOLUTIONS OF FL INC
3840 NW 37 CT
HIALEAH FL 33142**RECEIPT NO.****RENEWAL**
1829572**EXPIRES**
SEPTEMBER 30, 2015Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10**OWNER**

PROGRESSIVE WASTE SOLUTIONS OF FL

SEC. TYPE OF BUSINESS

206 MFG/RECYCLING/PROCESSING

Employee(s) 50

**PAYMENT RECEIVED
BY TAX COLLECTOR**\$225.00 09/12/2014
Acct05-14-001029

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

State of Florida

Department of State

I certify from the records of this office that PROGRESSIVE WASTE SOLUTIONS OF FL, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on December 11, 2003.

The document number of this corporation is F03000006157.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on March 18, 2014,, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fourth day of March,
2015*



Ken DeFuria
Secretary of State

Tracking Number: CU8023737678

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

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



State of Florida
Department of
Environmental Protection



Recovered Materials Dealer Certification
July 1, 2014-June 30, 2015

The Florida Department of Environmental Protection verifies that the below named Company reports certain recycling information and is certified in accordance with Chapter 62-722, Florida Administrative Code.

Progressive Waste Solutions of FL Inc.

Application Number: 345

2860 State Road 84, Suite #103
Fort Lauderdale, FL 33312
(817)632-4080

Ron Henricks, Environmental Administrator
Waste Reduction Section
Division of Waste Management

Valid from July 1, 2014 to June 30, 2015 unless suspended or revoked by the Department
See reverse side for other reporting facilities covered by this certification

Please note Certification is required annually

<u>FACILITY NAME</u>	<u>FACILITY ADDRESS</u>	<u>COUNTY</u>	<u>TYPE</u>
1st Place Recycling	7320 NE 1st Place, Miami	MIAMI-DADE	MRF
Clearwater Materials Transfer & Recycling	12875 60th St, N., Clearwater	PINELLAS	MRF
Deerfield Beach Recycling & Transfer	1751 SW 43rd Terrace, Deerfield Beach	BROWARD	MRF
Hialeah TS/MRF	3840 NW 37 Ct., Hialeah	MIAMI-DADE	MRF
Michigan Ave Link Materials TS	4251 Michigan Ave Link, Fort Myers	LEE	MRF
Opa Locka Recycling & Transfer	3680 NW 135th Street, Opa Locka	MIAMI-DADE	MRF
Palmetto Materials Transfer & Recycling	1312 16th Ave., East, Palmetto	MANATEE	MRF
Pembroke Park Recycling & Transfer	1899 SW 31st Ave, Pembroke Park	BROWARD	MRF
Sanford Transfer Station & MRF	555 N. White Cedar Rd, Sanford	SEMINOLE	MRF
St. Petersburg TS/MRF	1190 20th Street N, Stl Petersburg	PINELLAS	MRF
Taft Recycling	375 W. 7th Street, Taft	ORANGE	MRF
Tampa Materials TS/RMPF	5113 Uceta Rd., Tampa	HILLSBOROUGH	MRF
WSI-Alico	16801 Stock Ct., Fort Myers	LEE	MRF
WSI-Naples	3706 Mercantile Dr., Naples	COLLIER	MRF

CURRENT PROGRESSIVE WASTE SOLUTIONS' MUNICIPAL CONTRACTS IN FLORIDA

MUNICIPALITY	SERVICE DESCRIPTION/ NAME OF PROJECT	ADDRESS	CONTACT PERSON PHONE/E-MAIL	CONTRACT VALUE	TERM DATES/ PERCENTAGE COMPLETION
Hillsborough County	Residential solid waste & Recycle pick-up.	332 N. Falkenburg Road Tampa, FL 33619	Kim Byerk, Transition Manager (813)-612-7718/ byerk@hillsboroughcounty.org	\$10,934,932.08	10/1/13-9/30/20 2% Complete
Florida State Fair Authority	Front End and Roll Off Service	4800 U.S. Hwy 301 North, Tampa, FL 33610	Phyllis Bridges, Purchasing Manager (813) 621-7821/ phyllis.bridges@freshfromflorida.com	\$157,373.04	10/1/10-9/30/13 100% Completed
Redington Shores	Residential solid waste & Recycle pick-up.	17425 Gulf Blvd, Redington Shores, FL 33708	Mary Palmer, Clerk (727) 397-5538/ townclerk@townofredingtonshores.com	\$246,055.20	10/1/03-9/30/17 73% Complete
Kenneth City	Residential solid waste & Recycle pick-up.	6000-54th Ave. North, Kenneth City, FL 33709	Janet Tobias, Deputy Town Clerk (727) 498-8948/ janettobias@kennethcityfl.org	\$242,100	1/1/07-12/30/15 88% Complete
Indian Shores	Residential solid waste & Recycle pick-up.	19305 Gulf Blvd., Indian Shores, FL 33785	Marcia Grantham, Clerk (727) 595-4020/ mgrantham@myindianshores.com	\$238,017.96	1/1/04-12/30/15 90% Complete
Redington Beach	Residential solid waste & Recycle pick-up.	105 -- 164th Ave, Redington Beach, FL 33708	James "Nick" Simons, Mayor (727) 391-3875/ info@townofredingtonbeach.com	\$180,476.16	10/1/02-9/30/14 100% Complete
N. Redington Beach	Residential solid waste & Recycle pick-up.	190 -- 173rd Ave, North Redington Beach, FL 33708	Mari Campbell, Town Clerk (727) 391-4848/ nrb.fl@townofnorthredingtonbeach.com	\$154, 075.92	4/1/07-3/30/16 74% Complete
St. Pete Beach	Residential solid waste & Recycle pick-up.	155 Corey Ave, St. Pete Beach, FL 33706	Steven Hallock, Director of Public Works (727) 367-2735/ s.hallock@stpetebeach.org	\$1,064,642.34	10/1/12-9/30/17 23% Complete
Belleair Shore	Residential solid waste & Recycle pick-up.	1200 Gulf Blvd, Belleair Shore, FL 33786	John Robertson, Mayor (727) 593-9296/ No E-mail	\$8,967.60	10/1/03-9/30/15 85% Complete

CURRENT PROGRESSIVE WASTE SOLUTIONS' MUNICIPAL CONTRACTS IN FLORIDA

MUNICIPALITY	SERVICE DESCRIPTION/ NAME OF PROJECT	ADDRESS	PHONE/E-MAIL	CONTRACT VALUE	TERM DATES/ PERCENTAGE COMPLETION
South Pasadena	Residential solid waste & Recycle pick-up.	7047 Sunset Drive S South Pasadena, FL 33707	Gary Anderson, Public Works Director (727)384-0701/ pworks@ci.south-pasadena.fl.us	\$337,854.00	10/1/08-9/30/14 100% Complete
Pinellas County	Front End & Roll-off service for all county facilities	509 S. East Ave., Clearwater 33756	Elena Weeks, Facility Management (727) 464-4546/ ewEEKS@pinellascounty.org	\$474,533.28	1/29/10-1/28/15 100% Complete
Ft. DeSoto Park	Park Cans/Front-Ends/Recycling	12520 Ulmerton Road, Largo, FL 33774	Lyle Fowler, Park & Recreation Operations Manager (727) 582-2503/ lfowler@co.pinellas.fl.us	\$162,378.36	10/1/10-1/28/15 100% Complete
Madeira Beach	Curbside Recycling	300 Municipal Drive, Madeira Beach, FL 33708	Shane Crawford, City Manager (727) 391-9951 ext. 227/ scrawford@madeirabeachfl.gov	\$35,518.56	1/26/10-1/25/14 100% Complete
Indian Rocks Beach	Curbside Recycling	1507 Bay Palm Boulevard, Indian Rocks Beach, FL 33785	Dean A. Scharmen, Public Services Director (727) 595-6889/ dscharmen@irbcity.com	\$43,428.00	1/1/11-12/30/14 100% Complete
Manatee County Schools	Recycling at 1/2 Schools	Matzke Complex 2802-A 27th Street East Bradenton, FL 34208	Patrick Gallagher, Energy & Recycling Specialist (941) 708-8800 Ext 1175/ gallaghp@fc.manatee.k12.fl.us	\$34,385.16	10/1/10-9/30/14 100% Complete
Sarasota County	Commercial Recycling	2817 Cattleman Road, Sarasota, FL 34232	Larry Alexander, Director of Environmental Recycling (941) 861-6731/ lalexand@scgov.net	\$23,559.48	10/1/12-9/1/14 100% Complete
Pasco County Schools	Recycling at all Schools	11815 Treebreeze Drive New Port Richey, FL 34654	Tony Bartenope, Recycling Coordinator Services (727) 774-7936/ abarteno@pasco.k12.fl.us	\$212,880.00	7/1/13-6/30/14 100% Complete
Miami-Dade County	Residential Curbside Recycling	2525 N.W. 62nd Street, 5th Floor Miami, FL 33147	Jeanmarie Massa, Recycling Manager (305) 514-6631/ massaj@miamidade.gov	\$3,058,408.00	3/11/08-9/30/22 100% Complete

CURRENT PROGRESSIVE WASTE SOLUTIONS' MUNICIPAL CONTRACTS IN FLORIDA

MUNICIPALITY	SERVICE DESCRIPTION/ NAME OF PROJECT	ADDRESS	PHONE/E-MAIL	CONTRACT VALUE	TERM DATES/ PERCENTAGE COMPLETION
Golden Beach	Residential Curbside Recycling	1 Golden Beach Drive, Golden Beach, FL 33160	Alexander Diaz, Town Manager (305)-932-0744/ alexldiaz@goldenbeach.us	\$21,516.00	10/1/10-9/30/16 53% Complete
General Services Administration	Solid Waste Collection	77 Forsyth Street, Room T6 Atlanta, GA 30303	Tiffanie Reed, Contract Specialist (404)-331-5710/ tiffanie.reed@gsa.gov	\$138,203.76	5/1/09-4/30/14 100% Complete
Miami-Beach	Solid Waste Collection Services & Collection for Recyclable Materials	140 Mac Arthur Causeway, 2nd Floor Miami Beach, FL 33139	Alberto Zamora, Sanitation Division Director (305)-673-7000 Ext. 3541/ AlbertoZamora@miamibeachfl.gov	\$1,971,116.00	10/1/08-9/30/14 100% Complete
Village of Key Biscayne	Residential Solid Waste Collection & Disposal	88 West McIntyre Street Key Biscayne, FL 33149	John Gilbert, Village Manager (305)-365-5514/ jgilbert@keybiscayne.fl.gov	\$566,642.00	3/28/10-3/31/15 100% Complete
Bal Harbour Village	Residential Solid Waste, Bulk Waste & Recycling Collection Services	655-96th Street, Bal Harbour, FL 33154	Jorge Gonzalez, Village Manager (305)-866-4633/ manager@balharbour.org	\$613,773.00	5/1/12-4/30/17 32% Complete
Lauderdale-By-The-Sea	Solid Waste, Bulk Waste, and Recycling Collection Service	4501 Ocean Drive, Lauderdale -By-The-Sea, FL 33308	Bud Bentley, Assistant Town Manager (954)-640-4212/ BudB@lauderdalebythesea-fl.gov	\$157,852.00	6/21/12-6/30/15 90% Complete
Broward County	Recycling Collection Services	115 S. Andrews Avenue, Room 212, Fort Lauderdale, FL 33301	John Torrenza, Purchasing Division (954)-357-6081/ jtorrenza@broward.org	\$93,240.00	10/1/09-9/30/14 100% Complete
Broward County	Solid Waste Collection in the Unincorporated Area	116 S. Andrews Avenue, Room 212, Fort Lauderdale, FL 33301	John Torrenza, Purchasing Division (954)-357-6081/ jtorrenza@broward.org	\$443,686.00	1/1/12-12/31/17 40% Complete
Broward County	Trash pick-up various locations, governmental sites	117 S. Andrews Avenue, Room 212, Fort Lauderdale, FL 33301	John Torrenza, Purchasing Division (954)-357-6081/ jtorrenza@broward.org	\$105,372.00	6/13/12-6/30/15 90% Complete

CURRENT PROGRESSIVE WASTE SOLUTIONS' MUNICIPAL CONTRACTS IN FLORIDA

MUNICIPALITY	SERVICE DESCRIPTION/ NAME OF PROJECT	ADDRESS	PHONE/E-MAIL	CONTRACT VALUE	TERM DATES/ PERCENTAGE COMPLETION
Fort Lauderdale	Residenital Solid Waste Cart Collection	945 NW 36th Street Fort Lauderdale, FL 33309	Melissa Doyle, Solid Waste Coordinator (954)-828- 6111/ mdoyle@fortlauderdale.gov	\$443,686.00	8/1/08-1/31/14 100% Complete
Broward County Schools	Refuse Service Collection	7720 West Oakland Park Blvd., Sunrise, FL 33351	Kay Lloyd, Purchasing Agent (754)-321-0504/ kay.lloyd@browardschools.com	\$684,288.00	8/1/11-7/31/16 47% Complete
Broward County Schools	Recycling Collection Services	7721 West Oakland Park Blvd., Sunrise, FL 33351	Kay Lloyd, Purchasing Agent (754)-321-0504/ kay.lloyd@browardschools.com	\$243,144.00	3/5/13-3/21/16 25% Complete
Hillsboro Beach	Solid Waste Collection & Disposal	1210 Hillsboro Mile, Hillsboro Beach, FL 33062	Jean-Marie Mark, Town Clerk (954)-427-4011/ jmmark@townofhillsborobeach.com	\$109,166.00	10/1/12-9/30/14 100% Complete
Miami-Dade County Public Schools	Recycling & Solid Waste Collection Services	1450 N.E. 2nd Avenue, Room 351, Miami, FL 33132	Vanessa Flores, Buyer (305)-995-1379/ vyflores@dadeschools.net	\$205,560.00	8/20/13-8/20/16 11% Complete
Indian Creek	Residential Solid Waste Collection & Disposal	9080 Bay Drive, Indian Creek Village, FL 33154	C. Samuel Kissinger, Village Manager (305)-865-4121/village@icvps.org	\$9,984.00	12/1/10 - 11/30/15 60% Complete

PROGRESSIVE WASTE SOLUTIONS REFERENCES

COUNTY	MUNICIPALITY	SERVICE DESCRIPTION	NUMBER OF RESIDENTIAL UNITS	ADDRESS	CONTACT	PHONE/E-MAIL
Hillsborough	Hillsborough County	Residential solid waste & Recycle pick-up. 2x1x1.	99,000 Residential & 1,500 Commercial	332 N. Falkenburg Road Tampa, FL 33619	Damien Tramel, Special Projects Coordinator	(813)272-5977, ext. 43907/ tramed@hillsboroughcounty.org
Hillsborough	USF Athletic Department & Sun Dome	Front End and Compactor Solid Waste and Recycling	5 Commercial	4202 E. Fowler Ave, Ath 100, Tampa, FL 33620	Scott Glaser, Asst Athletic Dir	(813) 426-6747/sglaser@usf.edu
Hillsborough	Florida State Fair Authority	Front End and Roll Off Service	26 Commercial & 56 additional commercial during the State Fair	4800 U.S. Hwy 301 North, Tampa, FL 33610	Phyllis Bridges, Purchasing Manager	(813) 621-7821/ phyllis.bridges@freshfromflorida.com
Pinellas	Pinellas County	Front End & Roll-off service for all county facilities	75 Commercial	509 S. East Ave., Clearwater 33756	Elena Weeks, Facility Mgmt	(727) 464-4546/ eweeks@pinellascounty.org
Manatee	Manatee County Schools	Recycling at 1/2 Schools	30 Commercial	Matzke Complex 2802-A 27th Street East Bradenton, FL 34208	Patrick Gallagher, Energy & Recycling Specialist	(941) 708-8800 Ext 1175/ gallaghp@fc.manatee.k12.fl.us

James Bowen

Summary of Qualifications

Experienced in all facets of the Waste Industry; Collection and Post-Collection, Recycling, Safety and Environmental, and Medical Waste Services

Professional Experience

Twenty-five (25) years of Waste Industry Experience

2014 – Present**Progressive Waste Solutions of FL, Inc.****District Manager**

Responsible for managing the daily operations from a collection perspective in both Miami-Dade and Broward Counties.

Education

Bachelors of Business Management Science
Baldwin Wallace College

Bond No. 866811**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS that we Progressive Waste Solutions of FL, Inc., 2301 Eagle Parkway, Suite 200, Fort Worth, TX 76177, the Principal, and, Evergreen National Indemnity Company, 6140 Parkland Boulevard, Suite 321, Mayfield Heights, OH 44124, the Surety, are hereby bound unto the City of Hollywood, 1600 S. Park Rd., Hollywood, FL 33022, the Obligee, in the penal sum of Five Thousand and 0/100 Dollars (\$5,000.00), the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for Curbside Recycling Collection Services, RFP F-4457-15-RD.

NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Obligee shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the Principal and the Surety will pay to the Obligee the difference between the Principal's bid and the next lowest bid; or in the event the Obligee does not award the contract and resubmit the project for bidding, the Principal and the Surety will pay the Obligee an amount equal to the costs of the resubmission including the printing of new contract documents, and advertising, printing, and mailing notices to prospective bidders; but in no event shall the liability hereunder exceed the penal sum hereof; no shall the Surety be obligated to give bond for performance.

If the Obligee makes no award within (90) days of the execution date hereof, then this bond shall be null and void unless extended by written consent of Surety.

No liability of the Surety shall arise hereunder unless and until the Obligee delivers written notice of a claim to the Surety. Said notification must be sent within fifteen (15) days after the alleged breach giving rise to such claim; and no suit under this bond by or for the benefit of the Obligee may be instituted sooner than thirty (30) days or later than ninety (90) days after the Surety receives such notice. Failure to act in accordance with this paragraph shall nullify and void this bond and Surety's obligations hereunder.

Signed, sealed and executed this 5th day of June 2015.

Progressive Waste Solutions of FL, Inc.

Principal

By: 

Amy J. Hochberger, Asst. Secretary

Witness: 

Gina Engler

Evergreen National Indemnity Company

Surety

By: 

Timothy Covert, Attorney-In-Fact

Witness: 

Patricia Temple

EVERGREEN NATIONAL INDEMNITY COMPANY
MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

POWER NO. **866811**

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: *** Timothy Covert ***

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

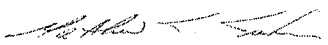
"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

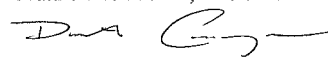
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of December, 2014.



EVERGREEN NATIONAL INDEMNITY COMPANY

By: 
 Matthew T. Tucker, President

By: 
 David A. Canzone, CFO

Notary Public)
 State of Ohio)

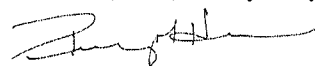
SS:

On this 1st day of December, 2014, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Tracy Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution 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 Cleveland, Ohio, the day and year above written.



PENNY M HAMM
 NOTARY PUBLIC
 STATE OF OHIO
 Comm. Expires
 April 04, 2017


 Penny M. Hamm, Notary Public
 My Commission Expires April 4, 2017

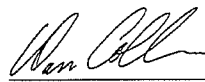
State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 5th day of June 2015.




 Wan C. Collier, Secretary




**Florida
Department
of Insurance**

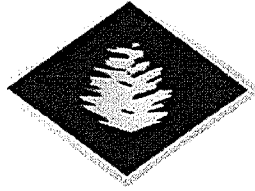
**EVERGREEN NATIONAL INDEMNITY
COMPANY**

**Is hereby authorized to transact
insurance in the State of Florida.**

**This certificate signifies that the company
has satisfied all requirements of the
Florida Insurance Code for the issuance
of a license and remains subject to
all applicable laws of Florida.**

**Date of Issuance: November 28, 1983
No. 94-36-2467238**


Tom Gallagher
Treasurer and Insurance Commissioner



Evergreen National Indemnity Company

Certificate

2014

The following financial information was excerpted from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.


STATEMENT OF INCOME

Direct Written Premium	\$ 32,858,244
Reinsurance Assumed	4,322,556
Reinsurance Ceded	(25,184,243)
Net Written Premium	11,996,557
Change in Unearned	100,034
Net Earned Premium	12,096,591
Losses & LAE Incurred	26,984
Net Commission Expense	7,605,530
Other Expenses	3,115,544
Underwriting Gain/ (Loss)	1,348,533
Net Investment Income	849,340
Net Realized Capital Gains (Loss)	454,783
Other Income/ (Expense)	627
Income Before FIT	2,653,283
Federal Income Tax	748,122
Net Income	1,905,161

BALANCE SHEET

<u>Assets</u>	
Invested Assets	43,597,974
Agent's Balances (net of Reins.)	2,062,101
Reinsurance Recoverable	315,130
Other Assets	784,303
Total Assets	46,759,508
<u>Liabilities & Surplus</u>	
Unearned Premium Reserve	4,871,404
Loss & LAE Reserves	3,486,422
Ceded Reinsurance Payable	3,526,692
Other Liabilities	1,665,656
Total Liabilities	13,550,174
Surplus	33,209,334
Total Liabilities & Surplus	46,759,508

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2014.


 David A. Canzone, Treasurer

The School Board of Broward County, Florida
REFUSE SERVICES

Bid No. 15-087T
Page 28 of 34 Pages

SECTION 7, ATTACHMENT 4

Form W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Name (as shown on your income tax return) Progressive Waste Solutions of FL, Inc		
Business name/disregarded entity name, if different from above		
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____		
Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____		
Address (number, street, and apt. or suite no.) 2301 Eagle Parkway, Suite 200 City, state, and ZIP code Fort Worth, TX 76177		Requester's name and address (optional)
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 the "Name" line 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 <i>How to get a TIN</i> 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 <div style="border: 1px solid black; padding: 2px; display: inline-block;"> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> </div>		Employer identification number <div style="border: 1px solid black; padding: 2px; display: inline-block;"> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> </div>
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. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. 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 3.		
Sign Here Signature of U.S. person ▶ <i>[Signature]</i> Date ▶ <i>12/31/14</i>		
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9 . Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page. 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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. 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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. Note. If you are a U.S. person and 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. Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1448 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1448 require a partnership to presume that a partner is a foreign person, and pay the section 1448 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1448 withholding on your share of partnership income.		

Cat. No. 10231X

Form W-9 (Rev. 8-2013)

VENDOR NAME: _____
KL/ls

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/05/2015

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 be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Ins Svcs Inc PO Box 90756 Albuquerque, NM 87199-0756 800-800-5661 / CA Lic# 0757776	CONTACT NAME: Margie Blackmon PHONE (A/C, No, Ext): 505-828-4000 E-MAIL ADDRESS: margie.blackmon@hubinternational.com		FAX (A/C, No): 866-487-3972													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER B : Catlin Specialty Insurance Comp</td> <td>15989</td> </tr> <tr> <td>INSURER C : Liberty Insurance Underwriters</td> <td>19917</td> </tr> <tr> <td>INSURER D : Great American Assurance Compan</td> <td>26344</td> </tr> <tr> <td>INSURER E : Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER F : Steadfast Insurance Company</td> <td>26387</td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Greenwich Insurance Company	22322	INSURER B : Catlin Specialty Insurance Comp	15989	INSURER C : Liberty Insurance Underwriters	19917	INSURER D : Great American Assurance Compan	26344	INSURER E : Arch Insurance Company	11150	INSURER F : Steadfast Insurance Company
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GEC002511808	12/31/2014	12/31/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90 ENDT			41CAB4928009	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			UMC936341215	12/31/2014	12/31/2015	EACH OCCURRENCE \$25,000,000
C				100007688010	12/31/2014	12/31/2015	AGGREGATE \$25,000,000
D	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>			EXC2464752	12/31/2014	12/31/2015	\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	41WCI4927809 44WCI4993009 (NY)	12/31/2014 12/31/2014	12/31/2015 12/31/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
F	Pollution Legal			EPC008383100	12/15/2014	12/15/2019	\$50,000,000 Ea Incident
G	(Remediation)			EXCG27418004001	12/15/2014	12/15/2019	\$50,00,000 Aggregate
	G:Illinois Union						SIR: \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

For Information Purposes Only.

CERTIFICATE HOLDER**CANCELLATION**

Progressive Waste Solutions of FL, Inc.
2860 West State Rd 84 Ste 103
Fort Lauderdale, FL 33312

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert L. Maschowski

Supplier: **Progressive Waste Solutions of FL, Inc.**

Issue Date

City of Hollywood, Florida
Solicitation # F-4457-15-RD



Curbside Recycling Collection Services
Solicitation # F-4457-15-RD

Closing Date: Jun 5, 2015

Location: City Hall/Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

Supplier: **Progressive Waste Solutions of FL, Inc.**



ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): **Progressive Waste Solutions of FL, Inc.** Federal Tax Identification Number: **200435940**

If Corporation - Date Incorporated/Organized: **12/11/2003**

State Incorporated/Organized: **Delaware**

Company Operating Address: **3840 N.W. 37th Court**

City **Miami** State **FL** Zip Code **33065**

Remittance Address (if different from ordering address): **3840 N.W. 37th Court**

City **Miami** State **FL** Zip Code **33065**

Company Contact Person: **James Bowen** Email Address: **james.bowen@progressivewaste.com**

Phone Number (include area code): **305-694-7216** Fax Number (include area code): **305-694-7281**

Company's Internet Web Address: **www.progressivewaste.com**

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

Bidder/Proposer's Authorized Representative's Signature: **Dean DiValerio** Date **6/5/15**

Type or Print Name: **Dean DiValerio**

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

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services

Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

Supplier: Progressive Waste Solutions of FL, Inc.



CONE OF SILENCE

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at <http://www.hollywoodfl.org/ConeOfSilence>

All communications regarding this bid should be sent in writing to the Procurement Services Division as identified in this bid.

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services

Supplier: Progressive Waste Solutions of FL, Inc.

Issue Date

City of Hollywood, Florida
IFB # F-4457-15-RD**1.0 GENERAL TERMS AND CONDITIONS****1.1 INSTRUCTIONS TO BIDDERS**

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Bid Solicitation are encouraged to submit bids. To receive notification and to be eligible to bid vendor should be registered with BidSync. Vendors may register with the BidSync (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at hollywoodfl.org to download an application and submit it to Procurement Services Division.

1.2 BIDDERS RESPONSIBILITIES

Bidders are required to submit their bids upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or Services as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the bidder.
- C. Bidders are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

1.3 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- A. The City's enclosed Bid Proposal Form, in its entirety, is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.
- E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not apply to vendors' purchases of goods or Services used in Work or goods supplied to the City. Vendors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

1.4 DESCRIPTION OF SUPPLIES

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.

Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Bidders will submit, with their bids, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.

The City shall be the sole judge of equality and its decision shall be final.

1.5 ADDENDA

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addendum issued. Where there appears to be a conflict between this Bid solicitation and any addendum the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal addendum by signing the addendum and including it with their Bid. Failure to include a signed formal Addendum in its Bid shall deem the Bid non-responsive; provided, however, that the City may waive this requirement in its best interest.

1.6 REJECTION OF BIDS

The City may reject a bid if:

- A. The Bidder fails to acknowledge receipt of an addendum, or if
- B. The Bidder misstates or conceals any material fact in the bid, or if
- C. The bid does not strictly conform to the law or requirements of the bid, or if
- D. The bid is conditional, except that the Bidder may qualify its bid for acceptance by the City on an "all or none" basis, group basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
- E. The City is under a pre-lawsuit claim from the Bidder or is involved in current litigation with the Bidder.

The City may reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in paragraph D above.

1.7 WITHDRAWAL OF BIDS

- A. Bids shall be deemed enforceable for a period of 120 days after the time set for the bid opening.
- B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.
- C. The City may permanently retain as liquidated damages the bid deposit furnished by any Bidder who requests to withdraw a bid after the bid opening.

1.8 LATE BIDS OR MODIFICATIONS

Only bids or proposals received as of the opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be returned un-opened to the sender and rejected as late.

1.9 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the addenda in reverse chronological order, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.10 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he or she may submit to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving an Invitation for Bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Procurement Services on or before the date specified for a request for clarification.

1.11 INVOICING/PAYMENT

All invoices should be sent to: City of Hollywood, Financial Services Department, P.O. Box 229045, Hollywood, Florida 33022-9045. In accordance with Florida Statutes Chapter 218, payment will be made within 45 days after receipt of Services and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

Payment will be made by the City after commodities/Services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must reference the purchase order number or contract number.

When a contractor receives from the City of Hollywood any payment for contractual Services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of Work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received, on a pro rata basis, to the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor, without reasonable cause, fails to make payments required by this section to Subcontractors and Material Suppliers within fifteen (15) Working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose Work has been completed, even if the prime contract has not been completed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.

1.12 TOTAL BID DISCOUNT

If a Bidder offers a discount for the award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in the tabulation and award of the bid.

Bidder may offer cash discounts for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

In connection with any discount offered, time will be computed from the date of receipt of supplies or Services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

1.13 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of a contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or Services as described in this Bid; have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or Services if awarded a Contract under the terms and conditions herein stated. The terms

"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.

- B. The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience), in making the award in the best interest of the City. In all cases, the City of Hollywood shall have no liability to any contractor for any costs or expenses incurred in connection with this bid or otherwise.

1.14 NOTICE REQUIREMENTS

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of a hard copy; and in any case addressed as follows:

To the City

Project Manager: Ralph Dierks
City of Hollywood
Attention: Ralph Dierks
Phone: 954-921-3223
Fax:
E-mail: RDIERKS@hollywoodfl.org

and,

To the Director of Procurement Services:
Joel Wasserman
Procurement Services Division
P.O. Box 229045
Hollywood, FL 33022-9045
Phone: (954)921-3290 Fax: (954)921-3086
Email: procurement@hollywoodfl.org

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, fax number and to the person listed in the Contractor's proposal, as applicable.

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

1.15 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the City of Hollywood. The Contractor shall supply competent and physically capable employees and the City is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

1.16 AWARD OF BID

- A. The Evaluation Committee will make a recommendation based upon the lowest responsive and responsible bidder(s) whose bid(s) conforms to the Invitation for Bids and is most advantageous to the City.
- B. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies its bid by specified limitations.
- C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or Services from this contract through the effective period of the award. In any situation where obtaining Services from the Primary Vendor (s) is not in the best interest of the City, or the vendor cannot

deliver material and/or Services within 24 hours of the date required, or on an emergency basis, staff may obtain Services from the Secondary Vendor (s).

- D. One or more Contractors may be designated as approved on an alternating/rotating basis for the delivery of materials and/or Services from this contract through the effective period of the award. In situations where obtaining Services from the alternating vendor is not in the best interest of the city, or the vendor cannot deliver material and/or Services within 24 hours of the date required, or on an emergency basis, staff may obtain material and/or Services from the next available vendor.
- E. The successful Bidder shall be notified in writing of the award.
- F. Delivery of materials and/or Services shall be performed upon receipt by the successful bidder of a numbered, signed purchase order, blanket purchase order or fully executed agreement.

1.17 BID PROTESTS

The City shall provide notice of its intent to award or reject to all bidders by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective bidder who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of the bid.

- A. The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.
- B. A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.
- C. Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit, the Directory shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protestor and any other interested party, and the process leading to the award shall proceed.

1.18 AGREEMENT

An agreement shall be sent to the awarded bidder to be executed and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded bidder.

1.19 NOTICE TO PROCEED

A signed Purchase Order, blanket purchase order or fully executed agreement will be the Contractor's

authorization to proceed and may substitute for a "Notice to Proceed" form.

1.20 OTHER GOVERNMENTAL ENTITIES

If the Bidder is awarded a contract as a result of this IFB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies so requesting the products or Services awarded in accordance with the terms and conditions of the IFB and resulting contract.

1.21 DISQUALIFICATION OF BIDDERS

A bidder may be disqualified temporarily or permanently and its bid(s) rejected for:

- A. Poor performance or default, in the City's opinion, on one or more previous contracts with the City.
- B. Poor performance or default, in the City's opinion, on one or more previous contracts with other public entities.
- C. Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

1.22 RESERVATIONS FOR AWARD AND REJECTION OF BIDS

The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the IFB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or Services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the IFB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided Services to the City in the past. This procedure will continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

1.23 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the Work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.

1.24 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

1.25 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including, but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442,

Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a contractor commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.
- D. This Section applies to any contract for goods or Services of \$1 million or more: The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.26 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual, corporation or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.27 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

1.28 COLLUSION

The bidder, by affixing its signature to this proposal, agrees to the following: "Bidder certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.29 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.30 FORCE MAJEURE

The Agreement which is awarded to the successful Bidder may provide that the performance of any act by the City or Contractor thereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement.

1.31 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. A Bidder, by virtue of bidding, certifies that if awarded any portion of the IFB, it will supply only material or equipment that is 100% asbestos free.

1.32 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of Florida. This will apply notwithstanding such factors as where the contract is entered into and the place where the accident occurs and notwithstanding conflicts of law principles that would otherwise apply.

1.33 LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.34 SOVEREIGN IMMUNITY

Nothing in this agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

1.35 SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.36 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded bidder or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded bidder shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

1.37 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: Services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patents, copyrights, service marks, trade secrets, or any other third party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and its officers, agents and employees and defend any action brought against the City or any of its officers, agents or employees with respect to any claim, demand, and cause of action, debt, or liability.

- C. In the event any deliverable or anything provided to the City hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the City's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- D. The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or other proprietary rights claim or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.
- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secret, patent right, or other intellectual property right in the performance of the Work.

1.38 PUBLIC RECORDS LAW

If applicable, for each public agency contract for Services, the Contractor is required to comply with F.S. 119.0701, which includes the following:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and 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.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Non-exempt public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed bids become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. The bidder shall not, unless required as part of this IFB, submit any information in response to this invitation which the bidder considers to be a trade secret, proprietary or confidential. The submission, not required as part of this IFB, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder.

1.39 ACCESS TO RECORDS

The City reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular

business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the City for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards at no cost to the City.

1.40 INFORMATION

Further information, if desired, may be obtained from the Procurement Services Division, 2600 Hollywood, Boulevard, Room 303, Hollywood, Florida 33020, telephone 954-921-3223.

Questions or requests for clarification of the specifications shall be in writing and received by the Procurement Services Division by the date specified for a request for clarification. They may be mailed or faxed to (954) 921-3086 or emailed to RDIERKS@hollywoodfl.org.

1.41 LOCAL PREFERENCE

Pursuant to §38.50 of the City of Hollywood Code of Ordinances, the City shall grant a preference to Hollywood vendors if their initial bid is within 5% of the bid of the lowest responsive responsible bidder that is a non-local Hollywood vendor. The preference shall allow the local Hollywood vendor to submit a second and final offer which must be at least 1% less than the bid of the lowest responsive responsible non-local Hollywood vendor to be awarded. The local Hollywood vendor shall have the burden of demonstrating that it maintains a permanent place of business with full-time employees within the City limits and has done so for a minimum of one (1) year prior to the date of issuance of a bid solicitation within Hollywood, Florida. All supporting documentation (e.g. City of Hollywood valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.

1.42 ELIGIBILITY

If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida Statutes, prior to entering into a contract with the City.

1.43 VENDOR REGISTRATION

You do not need to be a City of Hollywood registered vendor to bid. However follow the instructions when you go to: www.hollywoodfl.org

The Contractor shall be a registered vendor with the City Procurement Services Division for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate vendor application and to update the application file for any changes for the duration of this Agreement, including any option years.

1.44 CONFLICT IN SPECIFICATIONS

Where there appears to be a variance or conflict between these General Conditions and the Special Conditions or Technical Specifications outlined in the Bid Package, the order of preference shall be Technical Specifications, Special Conditions, and General Terms and Conditions.

1.45 EXCEPTIONS TO PROPOSAL

The bidder shall list on the space provided on the bid page or on a separate sheet of paper any exceptions to the conditions of this Bid. This sheet shall be labeled, "Exceptions to Bid Provisions," and shall be attached to the Bid. If no exceptions are stated, it will be understood that all General, Special and Technical Conditions will be complied with, without exception.

1.46 APPROVED EQUAL

When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

1.47 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS

The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items and feels that the technical specifications are overly restrictive, the Bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the IFB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all Bidders.

1.48 MODEL NUMBER CORRECTIONS

If the model number for the make specified in this IFB is incorrect or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

1.49 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The Bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

1.50 QUANTITIES

The City specifically reserves the right to accept all or any part of the bid, to split the award, and to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the bid form by the Bidder.

1.51 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/ or risk of loss or damage to all items shall be the responsibility of the successful Bidder until acceptance by the City unless loss or damage results from negligence by the City. If the materials or Services supplied to the City are found to be defective or not to conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return the product at the Bidder's expense.

1.52 DELIVERY TIME

Unless actual date of delivery is specified (or if specified, delivery cannot be met), the Bidder shall show the number of days required to make delivery after receipt of the purchase order in the space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal Working hours of the user, Monday through Friday, excluding holidays, unless otherwise specified and incorporated into the contract document. Delivery shall be to the location specified in the bid specifications.

1.53 CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.54 WARRANTY

Unless otherwise specified, all items proposed by the Bidder shall include a warranty covering Services, parts and/or labor for a specified period of time. The Bidder shall submit information on both manufacturer and dealer warranties, where applicable, with the bid. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and Workmanship. At no expense to the City, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

1.55 DURATION OF AGREEMENT

This Agreement will be for the terms identified in this document, unless the Contractor is otherwise notified by the City. Any extension of this Agreement shall be in writing and approved by the same approval processes as the original agreement, except the City Manager is authorized to extend for up to 90 days when operationally necessary.

1.56 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for the time identified in the bid if agreed to in writing by both parties.

1.57 MODIFICATION OF CONTRACT

The contract may only be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, blanket purchaser order or change order, as appropriate.

1.58 MATERIAL SAFETY DATA SHEET (MSDS)

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

1.59 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and the bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the bid page under exceptions to specifications.

1.60 SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the City. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with the bidder's name and the manufacturer's brand name and number.

1.61 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 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 consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.62 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or Services to a public entity, may not submit a bid on a contract with a public entity for 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 award or perform Work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.63 DRUG-FREE WORKPLACE PROGRAM

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

1.64 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidders shall sign and submit this attached form indicating their understanding of and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, and candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, the bidder that otherwise is the lowest responsive responsible bidder may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

1.65 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this Invitation to Bid that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or Services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

1.66 INSURANCE REQUIREMENTS

Upon the City's notification, the Contractor shall furnish to the Procurement Services Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 each Occurrence for bodily injury and property damage. The City of Hollywood must be shown as an additional insured with respect to this coverage. The mailing address of City of Hollywood, Florida, 2600 Hollywood Boulevard, Hollywood, Florida 33021, as the certificate holder, must appear on the certificate of insurance.
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 Combined Single Limit.
- D. The City reserves the right to require any other insurance it deems necessary depending on the exposure.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.

Compliance with the foregoing requirements shall not relieve the Contractor of any liability or obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award becomes final. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after City notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days' prior written notice has been given to the City. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or Services in this bid. A violation of this requirement at any time during the term, or any extension thereof, shall be grounds for the immediate termination of any contract entered in to pursuant to this bid. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid, the successful Bidder must submit a signed statement from the insurance agency of record that the full policy contains no such exception.

1.67 CITY WEBSITE

Bids, addenda, bid tabulations, and other information are available on the Procurement Services Division's page, which can be found at: www.hollywoodfl.org

1.68 DISCLAIMER

The City of Hollywood may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the bid, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this bid constitutes only an invitation to make presentations to the City of Hollywood. The City of Hollywood reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the City of

Hollywood shall have no liability to any Contractor for any costs or expense incurred in connection with this bid or otherwise.

1.69 CONFIDENTIALITY

As a political subdivision, the City of Hollywood is subject to the Florida Sunshine Law and Public Records Law. By submitting a Bid, the Contractor acknowledges that the materials submitted with the Bid and the results of the City of Hollywood's evaluation may be open to public inspection upon proper request. The Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

1.70 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

- A. The terms and conditions of the agreement
- B. The City of Hollywood's IFB and any associated addenda and attachments thereto, and
- C. The Contractor's Proposal.

1.71 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the Services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Project Manager.

The Contractor acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in

executing the activities required to implement said changes.

1.72 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The City shall have no obligation to pay the Contractor any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the City and the Contractor.

All Services undertaken by the Contractor before the City's approval of this Contract shall be at the Contractor's risk and expense.

1.73 PRICING

Prices shall remain firm and fixed for the initial term of the Contract, however, the Contractor may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

1.74 GUARANTEE

The Contractor shall be responsible for technically deficient designs, reports, or studies due to its errors and omissions, and shall promptly correct or replace all such deficient Work due to its errors and omissions without cost to the City upon the request of the City for the established period of time after the date of acceptance of the project by the City, as stated in the bid, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the City for Work performed does not constitute a waiver of this guarantee.

1.75 MANNER OF PERFORMANCE

- A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of this Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the City, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. Such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- B. The Contractor agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the City.
- C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels upon reasonable request from the City, should the City make a determination, in its sole discretion, that said personnel staffing is inappropriate .
- D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform

the Services described herein in a competent and professional manner.

- E. The Contractor shall at all times cooperate with the City and coordinate their respective Work efforts to most effectively and efficiently maintain progress in performing the Services.
- F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

1.76 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work Services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the Work or Services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of independent contractors and not that of employees or agents of the City.

The Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in this Agreement.

1.77 PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the City of Hollywood is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the City's possession may constitute or contain information or materials which the City has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the City has developed at its own expense, the disclosure of which could harm the City's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the City's property, any computer programs, data compilations, or other software which the City has developed, has used or is using, is holding for use, or which are otherwise in the possession of the City (hereinafter "Computer Software"). All third-party license agreements must also be honored by the Contractors and their employees, except as authorized by the City and, if the Computer Software has been leased or purchased by the City, all third party license agreements must also be honored by the Contractor's employees. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the City any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the City's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

1.78 PROPRIETARY RIGHTS

- A. The Contractor hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Contractor hereunder or furnished by the Contractor to the City and/or created by the Contractor for delivery to the City, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the City, use

such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.

- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.
- C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Contractor's performance hereunder.
- D. Except as otherwise provided in subsections A, B, and C above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the City so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. Such license specifically includes, but is not limited to, the right of the City to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the City for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

1.79 AUTHORITY OF THE CITY'S PROJECT MANAGER

- A. The Contractor hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted

hereunder.

- D. In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each, with respect to matters within the City Manager's purview as set forth above, shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Contractor's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the City Manager for a decision, together with all evidence and other pertinent information in regard to such question, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, the Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.80 MUTUAL OBLIGATIONS

- A. This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the duly authorized representatives of both parties.
- B. Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- C. In those situations where this Agreement imposes an indemnity or defense obligation on the Contractor, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

1.81 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

1.82 AUDITS

The City, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3)

years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the City. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

The Contractor agrees to grant access to the City's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

1.83 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Bid, the Contractor must notify the City in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.84 SUBCONTRACTUAL RELATIONS

- A. If the Contractor will cause any part of this Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The Services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- B. The Contractor, before making any subcontract for any portion of the Services, will state in writing to the City the name of the proposed subcontractor, the portion of the sServices which the subcontractor is to do, the place of business of such subcontractor, and such other information as the City may require. The City will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the City.
- C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.
- D. In order to qualify as a subcontractor satisfactory to the City, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the sServices in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the City that it has satisfactorily performed Services of the same general type which is required to be performed under this Agreement.
- E. The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All subcontractors are required to protect the confidentiality of the City and City's proprietary and confidential information. Contractor shall furnish to the City copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the City finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on

the part of the City to any subcontractor hereunder as more fully described herein.

1.85 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City shall not be responsible for conclusions to be drawn therefrom, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.86 SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

1.87 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.
- B. The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and any other reasons related to contractor's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- D. The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:
 - 1. Stop Work on the date specified in the notice ("the Effective Termination Date");
 - 2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
 - 3. Cancel orders;
 - 4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - 5. Take no action which will increase the amounts payable by the City under this Agreement.

- E. In the event that the City exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated, as stated in the payment Articles herein, for the:
1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 2. Non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.
- F. All compensation pursuant to this Article is subject to audit.

1.88 EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
1. The Contractor has not delivered Deliverables on a timely basis;
 2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
 3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 5. The Contractor has failed to obtain the approval of the City where required by this Agreement;
 6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
 7. The Contractor has failed in the representation of any warranties stated herein.
- B. When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the City receives such assurances, the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:
1. Treat such failure as a repudiation of this Agreement;
 2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C. In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.89 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for procurement of Services, including procurement and administrative costs; and,
- C. Such other damages as the City may sustain.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

1.90 NONDISCRIMINATION

During the performance of this Contract, the Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the City, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 and related Acts (the "Act"). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

1.91 CONFLICT OF INTEREST

The Contractor represents that:

- A. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- B. There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person submitting a bid for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or member of the immediate family or household of any of the aforesaid:
 - 1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, supplies or Work, to which this Agreement relates or in any portion of the revenues; or
 - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.
- C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the City with a written notice, in advance, which

identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event the Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Contractor shall promptly bring such information to the attention of the City's Project Manager. The Contractor shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Contractor receives from the Project Manager in regard to remedying the situation.

1.92 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the City:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Represent, directly or indirectly, that any product or service provided by the Contractor has been approved or endorsed by the City, except as may be required by law.

1.93 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Contractor has with the City, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

1.94 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

1.95 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are signed by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

1.96 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for any

extension term shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

1.97 PROHIBITION OF INTEREST

No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the City's bidder lists, and prohibition from engaging in any business with the City.

1.100 NO CONTINGENT FEES

The Vendor warrants that it has not employed or retained any company or person other than a bona fide employee Working solely for the Vendor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee Working solely for the Vendor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion and to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

1.101 E-VERIFY

The Contractor acknowledges that the City may be utilizing the Contractor's Services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Agreement term. The Contractor is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

1.102 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all Services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.103 ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in this agreement and any amendments thereto, to any areas annexed into the City.

1.104 DEFINITIONS & TERMS

When used in Contract Documents or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the Work.

Bid: The written offer of a Bidder to provide product or perform Work or service.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid Documents: The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, Insurance Requirements, COMMISSION General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Calendar Day: Everyday shown on the calendar.

Change Order: A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the City Manager and/or City Commission.

Contract: The written agreement between the City and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

Contract Manager: Duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the City of Hollywood and who is liable for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the Work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

City: A political subdivision, Incorporated City within Broward County of the State of Florida, whose governing body is a City Commission consisting of a Mayor, Vice Mayor and five City Council members.

City Manager: The Manager of the City of Hollywood, Florida.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the City's Project Manager for review and approval in writing pursuant to the terms of this Agreement.

IFB: Invitation For Bid.

Lessee: Any individual, partnership or corporation having a tenant relationship with the City of Hollywood.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the City's Contract Manager.

Notice To Proceed (NTP): The written communication issued by the City to the Contractor directing the Contractor to begin contract Work and establishing the date of commencement of the Work.

Owner: The term Owner as used in this Contract shall mean the City of Hollywood.

Performance and Payment Bonds: Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the Work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the execution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the Work to be done and which are part of the Contract Documents.

Project: The construction and Services required by the Contract Documents, which includes all labor, materials, equipment, and Services to be provided by the Contractor to fulfill the Contractor's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related Services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The duly authorized representative designated to manage the Project.

Scope of Service: Document which details the Work to be performed by the Contractor.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "Work", "Services", "Program", or "Project": All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Project Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

Supplier: **Progressive Waste Solutions of FL, Inc.**



HOLD HARMLESS AND INDEMNITY CLAUSE

Progressive Waste Solutions of FL, Inc. & Dean DiValerio

(Company Name and Authorized Signature, Print Name)

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

Dean DiValerio

Signature

Progressive Waste Solutions of FL, Inc.

Name of Company

Dean DiValerio

Printed Name

East Region Vice President

Title

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services

Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

Supplier: **Progressive Waste Solutions of FL, Inc.**



NONCOLLUSION AFFIDAVIT

STATE OF: Florida

COUNTY OF: **Broward**, being first duly sworn, deposes and says that:

- (1) He/she is **Dean DiValerio** of **Progressive Waste Solutions of FL, Inc.**, the Bidder that has submitted the attached Bid.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusion or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Dean DiValerio

Signature

Progressive Waste Solutions of FL, Inc.

Name of Company

Dean DiValerio

Printed Name

East Region Vice President

Title

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services

Supplier: Progressive Waste Solutions of FL, Inc.



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 form statement is submitted to **City of Hollywood**

By **Dean DiValerio - East Region Vice President** for **Progressive Waste Solutions of FL, Inc.**

(Print individual's name and title)

(Print name of entity submitting sworn statement)

whose business address is **3840 N.W. 37th Court, Miami, FL 33142**

and if applicable its Federal Employer Identification Number (FEIN) is **200435940** If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

2. I understand that "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 with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

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 an 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. 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 "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any 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 let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, 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 relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

XNeither the entity submitting sworn statement, nor any of its officers, director, 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, 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, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings, 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 (ONE) 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 THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Dean DiValerio

Signature

Progressive Waste Solutions of FL, Inc.

Name of Company

Dean DiValerio

Printed Name

East Region Vice President

Title

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services

Supplier: Progressive Waste Solutions of FL, Inc.



**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

Progressive Waste Solutions of FL, Inc.
3840 N.W. 37th Court
Miami, FL 33142

Application Number and/or Project Name:

Bid #F-4457-15-RD - Curbside Recycling Collection Services

Applicant IRS/Vendor Number: **FEIN: 200435940**

Dean DiValerio

Signature

Progressive Waste Solutions of FL, Inc.

Name of Company

Dean DiValerio

Printed Name

East Region Vice President

Title

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services

Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

Supplier: Progressive Waste Solutions of FL, Inc.



DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Dean DiValerio
VENDOR'S SIGNATURE

Dean DiValerio
PRINTED NAME

Progressive Waste Solutions of FL, Inc.
NAME OF COMPANY

East Region Vice President
TITLE

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services

Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

Supplier: Progressive Waste Solutions of FL, Inc.



REFERENCES

F-4457-15-RD Curbside Recycling Collection Services

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Company Name:	Hillsborough County		
Address:	321 N. Falkenbrug Road		
City, State, ZIP:	Tampa, FL 33619	Phone Number:	(813)-612-7718
Point of Contact:	Kimberly Byer	Fax Number:	N/A
Email:	byerk@hillsboroughcounty.org		
Explain How This Referenced Work Is Similar To This Request: Contract involves solid waste and recycling collection for 110, 841 units.			
Date service was provided: 1996 - Present			

Company Name:	Lee County		
Address:	643C1 Topaz Court		
City, State, ZIP:	Fort Myers, FL 33966	Phone Number:	(239)-533-8000
Point of Contact:	Brigittee Kantor	Fax Number:	N/A
Email:	kantorb@leegov.com		
Explain How This Referenced Work Is Similar To This Request: Contract involves the solid waste and recycling collection of 46,239 units.			
Date service was provided: 2010 - Present			

Company Name:	City of Miami Beach		
Address:	140 Mac Arthur Causeway 2nd Floor		
City, State, ZIP:	Miami Beach, FL 33139	Phone Number:	(305)-673-7616
Point of Contact:	Alberto Zamora	Fax Number:	(305)-673-7627
Email:	AlbertoZamora@miamibeachfl.gov		
Explain How This Referenced Work Is Similar To This Request: Contract is similar in nature as the service provided is residential solid waste collection at curbside. Specifically, this contract involves alleyways which are common to the City of Hollywood.			
Date service was provided: 2010 - Present			

Supplier: **Progressive Waste Solutions of FL, Inc.****W-9**(Rev. August 2013)
Department of the Treasury Internal
Revenue Service**Request for Taxpayer
Identification Number and
Certification****Give to the
requester. Do
not send to the
IRS.**Print or type
See Specific
Instructions
on page 2.

Name (as shown on your income tax return)

Progressive Waste Solutions of FL, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership☐ Trust/estate☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) *☐ Other (see instructions)Exemptions (see
instructions):

Exempt payee code (if any)

Exemption from FATCA
reporting code (if any)

Address (number, street, and apt. or suite no.)

2301 Eagle Parkway, Suite 200

City, state, and ZIP code

Fort Worth, TX 76177

Requester's name and address (optional)

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 the "Name" line 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**Employer identification
number****20-0435940****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. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign HereSignature of
U.S. person *

Robert Chee

Date

12-31-14**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

legislation enacted after we release it) will be posted on that page.

Purpose of

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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

Note. If you are a U.S. person and 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Cat. No. 10231X

Form **W-9** (Rev. 8-2013)

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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 payee 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 to Form W-9 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.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be

paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required	Generally, exempt payees 1 through 52

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

to be reported and direct sales over \$5,0001	
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

1 See Form 1099-MISC, Miscellaneous Income, and its instructions.

2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services

(including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Form W-9 (Rev. 8-2013)

Page 4

What Name and Number To Give the Requester**For this type of account:****Give name and SSN of:**

- | | |
|---|--|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account 1 |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor 2 |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee 1
The actual owner 1 |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner 3 |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |

1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

2 Circle the minor's name and furnish the minor's SSN.

3 You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

4 List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through

email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Waste Management

Bid Contact **Michael Marchese**
lpace@wm.com
Ph 630-572-8630

Address **720 E. Butterfield Road**
Suite 400
Lombard, IL 60148

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
F-4457-15-RD--01-01	Curbside Recycling Collection Service	Supplier Product Code:	First Offer - \$0.92	34578 / household	\$31,811.76	Y Y
Supplier Total					\$31,811.76	

Waste ManagementItem: **Curbside Recycling Collection Service****Attachments**

City of Hollywood Solicitation No F-4457-15-RD Submitted Response.pdf

Minimum Bidder Requirements

Waste Management Inc. of Florida is pleased to present this response to provide curbside recycling collection services in the City of Hollywood. We are honored to share with you how we are uniquely qualified to collaborate with the City of Hollywood and to provide with you suggestions to improve the quality of life for your residents while protecting the environment and providing cost-effective services. We have prepared this response in accordance and compliant with the requirements, scope and intent of the City's invitation. As demonstrated in this proposal, we offer the necessary resources, staff and financial stability to provide all required services for the life of the contract, in accordance with state, local and federal laws.

Waste Management's Florida Area provides collection, recycling, transfer and disposal service to municipal, commercial, industrial and residential customers throughout the State of Florida and a portion of South Georgia. Our 3,500+ employees operate 18 hauling facilities, 15 landfills, 21 transfer stations, 5 Material Recovery Facilities, 2 Construction & Demolition recycling centers and 2 organics recycling facilities. As one of the nation's leading environmental services provider, we are proud to provide our customers with safe, professional service every day. We are also committed to enhancing the lives of the residents in the communities where we work and live, as well as acting as stewards for the environment.

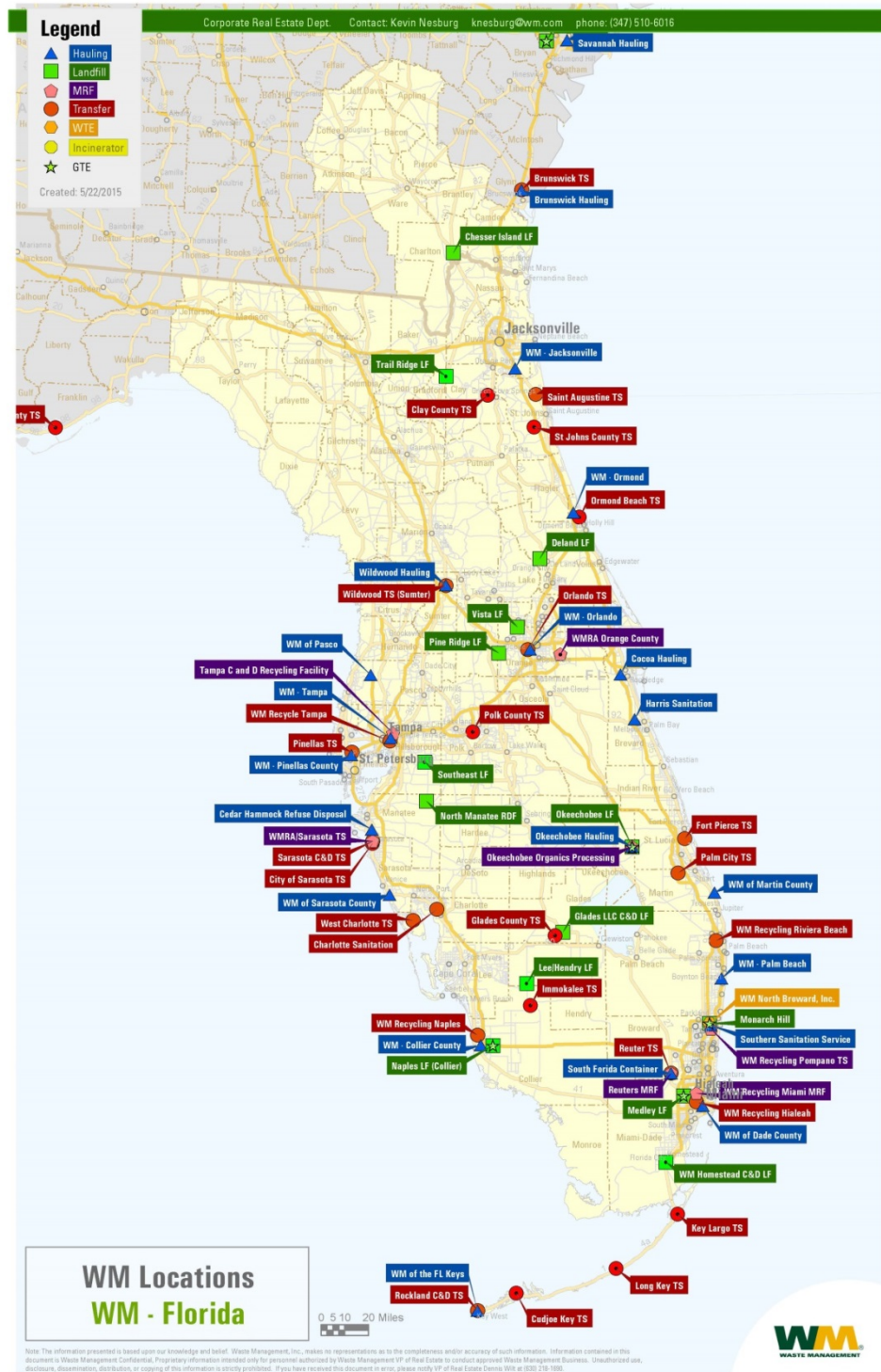
Locally, Waste Management has been professionally managing the solid waste and recycling needs of Broward County municipalities for the past 51 years. In Broward County, on a weekly basis, Waste Management currently services the solid waste needs of 11 municipalities with a total population of over 530,000. We provide residential solid waste, recycling and bulk/vegetation collection service to over 124,000 single-family homes and approximately 13,000 commercial establishments. Waste Management completes these services with a fleet of 200 service trucks and over 200 employees.

The Waste Management service and administration office for this agreement is located at 2700 Wiles Road, Pompano Beach, Florida 33073. The following waste professionals will be directly responsible for servicing this contract and the needs of the city and its residents. Combined, your local waste professionals have over fifty-five years of hands on experience providing solid waste and recycling services in South Florida. Mr. Jim Padovan, Sr. District Manager (954) 935-2327 JPadovan@wm.com. Mr. Davidson Monestime, Route Manager (954) 410-7199 DMonesti@wm.com. Mr. Luigi Pace, Government Affairs Manager (954) 984-2060 LPace@wm.com. Ms. Jodie Siegel, Government Affairs Manager (954) 984-2017 JSiegel@wm.com.

Our solutions are not only provided by North America's strongest and most experienced environmental services company, but also they are backed by the highest service standards in the industry. As you know, the solid waste, recycling collection and processing services are one of the most important services a city provides for its residents. We have the strength, experience and stability to help keep the City of Hollywood thriving, safe and clean. In addition, Waste

Management can provide to the City of Hollywood, its residents, and business community the advantages of risk-free environmental services with a swift and easy transition process.

We feel confident that you will find Waste Management to be the right partner to help the City of Hollywood achieve its environmental goals.



References

Per the requirements of this solicitation below are listed our references for existing contracts that have an excess of 30,000 single family homes.

Municipality	Hillsborough County
Address	601 Kennedy Blvd, Tampa, FL 33602
Service Description	Residential garbage twice per week collection and once per week single stream recycling collection. Both services were fully automated
Date of Service	October 2006 through present
Contact Name	John Lyons- Director of Solid Waste
Contact Phone	813-307-4754
Contact Email	lyonsj@hillsboroughcounty.org
# of Service Units	81,000

Municipality	Collier County
Address	3339 Tamiami Trail East, Naples, FL 34112
Service Description	Residential garbage twice per week collection and once per week single stream recycling collection. Both services were fully automated
Date of Service	October 2005 through present
Contact Name	Dan Rodriguez- Director Solid & Hazardous Waste Management
Contact Phone	239-252-2504
Contact Email	danrodriguez@colliergov.net
# of Service Units	108,000

Municipality	Brevard County
Address	2725 Judge Fran Jamieson Way, Viera, FL 32940
Service Description	Residential garbage twice per week collection and once per week single stream recycling collection. Both services were fully automated
Date of Service	October 2003 through present
Contact Name	Euripides Rodriguez- Solid Waste Director
Contact Phone	321-633-2042
Contact Email	euripides.rodriguez@brevardcounty.us
# of Service Units	100,069

Municipality	Manatee County
Address	4410 66th Street W, Bradenton, FL 34210
Service Description	Residential garbage twice per week collection and once per week single stream recycling collection. Both services were fully automated
Date of Service	October 2008 through present
Contact Name	Dan Gray- Director Utilities& Customer Service
Contact Phone	941-720-1871
Contact Email	dan.gray@mymanatee.org
# of Service Units	43,000

In addition to providing the collection services for the above listed contracts, Waste Management has implemented a recycling incentive program through a partnership with Recycle Bank. During the past three years, the program has been successful in the Town of Davie, Lauderdale Lakes, Cooper City, Margate and Tamarac. As such, Waste Management is in a position to make a seamless transition due to the fact that we are very familiar and experienced in providing the information that is required by the program.

Permits

City of Hollywood, Florida

**PRIVATE CONTRACTOR GARBAGE AND RECYCLING
COLLECTION PERMIT**

(This permit must be posted in a conspicuous place)



CITY OF HOLLYWOOD, FLORIDA
DIAMOND OF THE GULF COAST
INCORPORATED 1915

Date Issued: October 1, 2014

Expires: September 30, 2015

Name of Company Waste Management, Inc.

Address 3831 N.W. 21 Avenue

City: Pompano Beach State FL Zip 33073

The above named company is hereby authorized by the City of Hollywood to collect, convey or dispose of any garbage and/or recycling in the City.

The above named company, by accepting this permit, warrants that it will comply with all rules and regulations promulgated by the City of Hollywood, particularly those regulations contained in the City of Hollywood Ordinance Section 50.05. The granting of this permit is, and continues to be, a privilege granted to the above named company by the City of Hollywood through its Environmental Services Division

This permit is NOT transferable to any other person, corporation, or business by purchase, devise or assignment.



Karen Arndt, Assistant Director
Environmental Services, Fleet, Grounds & Beach Maintenance

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015**DBA:**
Business Name: SOUTHERN SANITATION SERVICE**Receipt #:** 326-185
Business Type: COURIER/TRANSPORT/DLVRY/TOWING
(GARBAGE & WASTE REMOVAL)**Owner Name:** WASTE MANAGEMENT INC OF FL
Business Location: 3831 NW 21 AVE
POMPANO BEACH
Business Phone: 974-7500**Business Opened:** 05/02/1995
State/County/Cert/Reg:
Exemption Code:

Rooms

Seats

Employees
120

Machines

Professionals

For Vending Business Only				Vending Type:		
Number of Machines:						
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:WASTE MANAGEMENT INC OF FL
2700 NW 48 ST
POMPANO BEACH, FL 33073**Receipt #** 10B-13-00003648
Paid 07/28/2014 150.00**2014 - 2015**

**List of Officers and Directors****2015 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# 279946

Entity Name: WASTE MANAGEMENT INC. OF FLORIDA

Current Principal Place of Business:

1001 FANNIN
SUITE 4000
HOUSTON, TX 77002

Current Mailing Address:

1001 FANNIN, SUITE 4000
ATTN: TAX DEPARTMENT
HOUSTON, TX 77002

FEI Number: 59-1094518

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :Title DIRECTOR, PRESIDENT
Name HAWKINS, TIMOTHY B
Address 1001 FANNIN, SUITE 4000
City-State-Zip: HOUSTON TX 77002Title VP
Name CARROLL, THOMAS G
Address 1001 FANNIN, SUITE 4000
City-State-Zip: HOUSTON TX 77002Title VP, TREASURER
Name RANKIN, DEVINA A
Address 1001 FANNIN, SUITE 4000
City-State-Zip: HOUSTON TX 77002Title VP & AS
Name LAMBROS, JAMES F.
Address 1001 FANNIN
SUITE 4000
City-State-Zip: HOUSTON TX 77002Title VP
Name MYHAN, DAVID M
Address 1001 FANNIN, SUITE 4000
City-State-Zip: HOUSTON TX 77002Title CFO, VP, COMPTROLLER
Name CARPENTER, DON P
Address 1001 FANNIN, SUITE 4000
City-State-Zip: HOUSTON TX 77002Title VP, ASST. TREASURER
Name LOCKETT, MARK A
Address 1001 FANNIN, SUITE 4000
City-State-Zip: HOUSTON TX 77002Title VP & ASST GENERAL COUNSEL
Name TSAI, S. JOHN
Address 1001 FANNIN
SUITE 4000
City-State-Zip: HOUSTON TX 77002

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes, and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MARK LOCKETT

VICE PRESIDENT

01/13/2015

Electronic Signature of Signing Officer/Director Detail

Date





Officer/Director Detail Continued :

Title AS
Name FOSTER , JANNE C.
Address 1001 FANNIN
SUITE 4000
City-State-Zip: HOUSTON TX 77002

Title DIRECTOR, VP, SECRETARY
Name TIPPY , COURTNEY A.
Address 1001 FANNIN
SUITE 4000
City-State-Zip: HOUSTON TX 77002

Title VICE PRESIDENT
Name DEES , CHARLES D. III
Address 1001 FANNIN,
SUITE 4000
City-State-Zip: HOUSTON TX 77002

Title ASST. TREASURER
Name EGL, EDWARD A.
Address 1001 FANNIN
SUITE 4000
City-State-Zip: HOUSTON TX 77002

Title AS
Name KAPLAN , RONALD M.
Address 1001 FANNIN
SUITE 4000
City-State-Zip: HOUSTON TX 77002

Title VP & AS
Name VAN GESSEL , JOHN T.
Address 1001 FANNIN
SUITE 4000
City-State-Zip: HOUSTON TX 77002

Title VP
Name WILSON, JAMES A.
Address 1001 FANNIN
SUITE 4000
City-State-Zip: HOUSTON TX 77002



State of Florida Department of State

I certify from the records of this office that WASTE MANAGEMENT INC. OF FLORIDA is a corporation organized under the laws of the State of Florida, filed on March 30, 1964.

The document number of this corporation is 279946.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 13, 2015, and 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 Twenty-fifth day of February,
2015*



Ken Detjen
Secretary of State

Authentication ID: CU6288837252

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

<https://efile.sunbiz.org/certauthver.html>

Supervisor

The Waste Management service and administration office for this agreement is located at 2700 Wiles Road, Pompano Beach, Florida 33073. The following Waste Management professionals will be directly responsible for servicing this contract. Combined, your local waste professionals have over sixty-four years of hands on experience providing solid waste and recycling services in South Florida. Mr. Jim Padovan, Sr. District Manager (954) 935-2327 JPadovan@wm.com. Mr. Davidson Monestime, Route Manager (954)410-7199 Dmonesti@wm.com. Mr. Luigi Pace, Government Affairs Manager (954) 984-2060 LPace@wm.com. Ms. Jodie Siegel, Government Affairs Manager (954) 984-2017 JSiegel@wm.com.

Jim Padovan is the Senior District Manager for Waste Management in Broward County. Jim has 29 years of experience in the solid waste industry. Jim is responsible for collection activities in Broward County and manages a fleet of over 200 collection vehicles with over 200 employees. Jim will be the project manager for this contract; Luigi Pace and Davidson Monestime will assist him.

The frontline field manager for the team is Davidson Monestime who is the route manager that Waste Management intends on assigning to the City of Hollywood. Davidson has over 8 years of experience with Waste Management; he has been managing municipal collection contracts throughout Broward County. Davidson reports to Jim Padovan who is the Senior District Manager.

Luigi Pace is the Government Affairs Manager in Broward County and he will assist Jim with the management and compliance of this contract. Luigi has over 25 years of solid waste experience in all aspects of the business.

Jodie Siegel is the Government Affairs Manager in Broward County and she will be assisting Jim with the management and compliance of this contract. Jodie has over 1 year with Waste Management and over 16 years as a practicing attorney.

The resumes for the entire management team is listed below.

James Stephen Padovan
Jpadovan@wm.com
(561) 719-9099

Career Objective:

Seeking a challenging, rewarding position, with the opportunity to foster and promote team development in order to enhance effectiveness and organizational profitability

Core Competencies:

- Visionary Leadership
- Strategic Business Planning
- Operations Management
- Mentoring and Coaching
- P & L Management
- ***Market Identification***
- Organizational Change Management
- Accomplished CDL driver

EXPERIENCE: 28 years of experience all with Waste Management.

2011 to present- Waste Management Inc. of Florida Southern Sanitation Broward County
Sr. District Manager

2009 - 2011 - Waste Management of Melbourne, Cocoa & Vero FL
Sr. District Manager

(Please refer to the bulleted points for Tampa and Pinellas 2006-2009)

Other items:

- Major re-route and automation equipment transition
- Major Residential account base management, servicing 900,000 accounts weekly
- Internalized recycle disposal location and transportation for processing
- Expanded recycling program: Single Stream, E-WASTE, CFL's, Solar Compactors

2007 – 2009 Waste Management of Pinellas Clearwater, FL
District Manager

Direct responsibility for:

- P&L management
- Residential and Commercial account management, servicing 300,000 accounts weekly
- Contract negotiation
- Strategic Business Planning
- Effective marketing ventures

2006 – 2007 Waste Management of Tampa Tampa, FL
Operations Manager

Direct responsibility for:



Direct responsibility for:

- Accident/injury free work record with complementary customer service recognition

1986 – 1988 Marco Disposal (WM Company) Naples, FL
Route Driver: REL Residential, REL Commercial

Direct responsibility for:

- Accident/injury free work record with complementary customer service recognition

EDUCATION:

1985 Lely High School - High School Diploma Naples, FL



Davidson Monestime

7306 Coppefield Circle
Lake Worth FL, 33467
(786) 295-2418
dmonesti@wm.com

Profile

Operations Route Manager with 8 ½ years of experience in the designing, planning, implementing and executing of daily operations in the Waste Industry. Adept at implementing and executing innovative ideas in Operations and Customer Service to improve efficiency and business metrics.

Experience

Waste Management

August 2007 - Present

Operations Investigation Specialist/Route Manager

- Investigate, initiate, and review accident and incident reports
- Analyze and review drivers' productivity, supervise routes and evaluate DOT weight tickets regulations, monitor drivers' schedules and assess kronos for payroll
- Examine potential DOT violations and elaborate action plans for improvement
- Conduct monthly Break Through Performance Leadership meetings (BPL)
- Perform monthly Observation Behavior Assessment (OBA)
- Compare and evaluate district and market area safety, routing and efficiency metrics
- Support logistics and review day-to-day operations of equipments
- Conduct Quality Control Inspections (QCI)
- Monitor Multiple Incident Employees (MIE), and initiate Root Cause Analysis reports for action plan
- Serve as city liaison for Waste Management and the cities of Coral Springs and Parkland regarding daily service issues and concerns.

Waste Management

Route Auditor

- In-cab ride-along with WM drivers on existing routes to determine efficiency and effectiveness of route sequences
- Documented routes and customer datas on a computerized Route Analysis Tool (R.A.T)
- Performed in-cab audits with drivers in different market areas/cities and states
- Observed vehicle pre and post-trip
- Identified weight, time, accessibility, risks operation and revenue improvement opportunities

- Reviewed efficiency and promote action plans with market area General Manager, Business Improvement Analysts, and District Managers

Miami-Dade College

September 2001 - Aug 2007

Field Training Officer, FTO

- Wrote, reviewed and edited daily accident and incident reports
- Ran college background check on students and staff members upon request
- Supervised department vehicles and equipment assigned to Officers on duty
- Trained new employees and provided administrative support for scheduled shifts
- Patrolled assigned areas, supervised vehicular and pedestrian traffic flows
- Prepared documents for Court Depositions and Preliminary Investigations
- Coordinated order at public events such as: Miami Bookfair International, and Miami International Film Festival
- Managed “ Report Exec” a web base security system in coherence with the Miami Police Department and Metro Dade Police Department
- Reviewed and filtered annual “Jeanne Clery Act compliance” Reports for SOC compliance
- Submit SOC reports to the Department Of Justice (DOJ) for Compliance

Internship: Everglades Correctional Institution

- Correction Transition Program for 12 months
- Helped inmates prepare for society re-integration
- Helped parolees create personal agenda for time management, family and society expectations
- Worked with diverse group release projects, and set goals for personal improvement

Education

Nova Southeastern University
Masters of Business Administration

Fort Lauderdale, FL
Completed

Florida International University
Bachelor of Science in Criminal Justice
Minor in Public Administration

Miami, FL
Completed
Completed

Miami Dade College
Associates in Arts in Criminal Justice

Miami, FL
Completed

North Miami Adult Education Center
Business Software Application

Miami, FL
Completed

Skills

Knowledge in Microsoft office suites: Word, Excel, Access, Word and PowerPoint

Honors and Awards

Member of *Phi Theta Kappa* International Honor Society, National Dean's List of 2002, School of Arts and Letters award recipient, College President Recognition of Excellence, Employee of the year award

Languages

English, French and Creole, functional in Spanish

Special Training

Incident Command System by FEMA (ICS), National Incident Management System by FEMA (NIMS), Emergency Evacuation, Crowd Control, Telephone Excellence, AED Certified, First Aid Training (CPR), Two Way Radio Certified User, Customer Service Interpersonal Training, Conflict Resolution, Defensive Driving, CDL holder (CMV), Hazardous Material (HAZMAT), Jeanne Clery Act Compliance by the Department of Justice (DOJ) for SOC, Communication Skills Training, Efficiency Management Planning (EMAP), Lock Out Tag Out certified Trainer (LOTO)

Luigi Pace
Waste Management
Government Affairs Manager
Lpace@wm.com
954-984-2060

I have 25 years of experience in the solid waste industry at all different levels of operations in the tri-county area. I have been employed for 12 years with Waste Management and prior to Waste Management I had 13 years of consecutive employment with other solid waste companies.

EXPERIENCE:

2011- Current Waste Management Inc. of Florida
Government Affairs Manager Broward County

- Manage municipal contracts in Broward County
- Work closely with local district to insure compliance with municipal contracts
- Primary company contact point for municipal staff for questions and issues
- Primary company contact point for elected officials
- Work with municipal staff to insure all service needs are met

2009 – 2011 Southern Sanitation Service
 Sr. District Manager Broward County

- Manage the day-to-day operations of 160 routes and 280 employees
- Manage the district's compliance with WM's Standard Operating Procedures
- Responsible for the P&L
- Responsible for all departmental operating budgets
- Responsible for implementing and complying with all safety regulations

2006 - 2009 Waste Management Inc. of Florida
 South Florida Market Area Safety Manager

Direct responsibility for :

- Route Manager development , training and evaluation
- Safety Training and Driver Training development
- Facility inspections in the 19 offices in the market area
- OSHA compliance, DOT compliance at all facilities
- Accident and injury investigation and root cause analysis

2005 – 2006 Waste Management of Palm Beach
 Sr. District Manager

- Manage the day-to-day operations of 180 routes and 280 employees
- Manage the district's compliance with WM's Standard Operating Procedures
- Responsible for the P&L
- Responsible for all departmental operating budgets

2003 – 2005 Waste Management of Miami
 Operations Manager

- Oversaw the daily activities of (10) route managers (commercial, residential and roll off)
- Responsible for 140 routes and 250 employees
- Managed the customer service, dispatch and administrative staff at the district.
- Successfully implemented re-routes , commercially and residentially , for efficiency

- 5/2003 –10/2003 District Manager Palm Beach BFI/Allied
Worked closely with Waste Management on the acquisition of BFI/Allied operations in South Florida
- 1999 – 2003 District Manager Broward County for BFI/Allied Waste
Responsible for 130 routes, plus managing the MRF that processed all of Broward County residential program recycling materials, along with 300 employees
- 1996-1999 Recycling Operations Manager in Miami BFI/Allied Waste
Responsible for all residential and commercial recycling in Miami Dade County 60 routes and 80 employees
- 1990-1996 Recycling Route Manager IWS/BFI Miami
Implemented the curbside recycling program in Miami- Dade County, co-coordinating the delivery of recycling bins to approximately 170,000 single-family homes. Established the first 50 curbside residential recycling routes in Miami-Dade County.

Education:

High School Diploma from Miami – Dade County

I have continued my education through numerous industry courses the most recent are listed below.

National Safety Council “Safety Certificate”

District Manager training

OSHA 10 hour certificate

Waste Management Leadership Development 1-year course

DDI Certified Facilitator for DDI Learning Systems

Languages:

Fluent in Spanish and Italian

JODIE SIEGEL RESUME

Jodie Siegel
Waste Management
Government Affairs Manager
jsiegel@wm.com
(954) 984-2017

Waste Management Inc. of Florida, 04/14 to Present

Manage municipal contracts in Broward County; work closely with local districts to ensure compliance with municipal and county contracts, primary contact point for municipal staff, elected officials and municipal/county managers to ensure that all service needs are achieved to the utmost satisfaction of the customer.

Doumar, Allsworth, Laystrom, Voigt, Adair, Wachs & Bosack, LLP, Fort Lauderdale, Florida Of Counsel, 02/11 to 04/14

Conduct extensive land use and real estate due diligence in connection with property acquisitions. Secure land development approvals for small, medium and large-scale developments. Coordinate with clients, engineers, architects and government staff to process comprehensive plan amendments, site plans, rezoning petitions, plat approvals, variances and related land development approvals. Represent developers in structuring, negotiating, and closing complex commercial real estate transactions. Drafting and review of leases, determination of use restrictions for various projects (shopping centers), development and implementation of marketing programs for various large-scale projects. Extensive review and resolution of complex business and contractual issues. Work on legislative issues, project management, community outreach, political strategy preparation, meet and work closely with elected/public officials at municipal, state, and federal levels, campaign management for elected officials, preparation of presentations to elected/public officials, fundraising efforts for campaigns, development and implementation of project-related accounting procedures, review/process consulting bills for payment, compilation of voter and election databases.

Awards/Volunteer/Community Service

- Selected as one of 100 top Women Business Leaders in Broward County, 2009 - 2010
- Executive Board, Boys and Girls Club of Broward County, 2005 - present
- Town of Davie Waterway Management Clean-up Project, 2005 - present
- Builders Association of South Florida, 2005 - present
- Executive Board Member, Town of Davie Golf Tournament , 2004 - 2005
- Davie Cooper City Chamber of Commerce, 2005 - present

Turnberry Associates, Aventura, Florida

Chief Development Counsel, 03/05 to 02/11

Prepare and submit applications for development approvals for large scale development projects. Work on legislative issues, project management, community outreach, political strategy preparation, meet and work side-by-side with elected and public officials at the municipal, state, and federal levels, campaign management for various elected officials, preparation of presentations to elected and public officials, fundraising efforts for campaigns, development and implementation of project-related accounting procedures, review and process

consulting bills for payment, compilation of voter and election databases, review of leases, determination of use restrictions for various projects (shopping centers), development and implementation of marketing programs for various large-scale projects.

Holland & Knight, LLP, Fort Lauderdale, Florida

Associate, 09/02 to 06/05

Conduct extensive land use and real estate due diligence in connection with property acquisitions. Secure land development approvals for small, medium and large-scale developments. Coordinate with clients, engineers, architects and government staff to process comprehensive plan amendments, site plans, rezoning petitions, plat approvals, variances and related land development approvals. Represent developers in structuring, negotiating, and closing complex commercial real estate transactions. Draft commercial and residential purchase and sale agreements, amendments to purchase and sale agreements, opinions of title and listing agreements. Extensive review and resolution of complex business and contractual issues. Act as general counsel to the Broward County Clerk of the Circuit and County Court and various other governmental agencies, review employment issues, negotiate settlements and coordinate litigation.

Greenberg Traurig, P.A., Fort Lauderdale, Florida

Associate, 04/99 to 09/02

Conduct extensive land use due diligence research and secure land development approvals for small, medium and large-scale developments. Coordinate with clients, engineers, architects and government staff to process comprehensive plan amendments, site plans, rezoning petitions, plat approvals and variances. Represent developers in structuring, negotiating, and closing complex residential and commercial real estate transactions, including the acquisition and sale of unimproved land, office buildings, condominiums and condominium units. Perform title and survey review for complex commercial and residential real estate transactions. Draft commercial and residential purchase and sale agreements, amendments to purchase and sale agreements, opinions of title, residential and commercial lease agreements, condominium offerings, hotel condominium offerings, interstate land sales filings, listing agreements and related documents.

Tripp, Scott, Conklin & Smith, Fort Lauderdale, Florida

Summer Associate, Law Clerk, 05/98 to 04/99

Research real estate, construction, estate planning, environmental and commercial litigation issues using manual and electronic research. Draft contracts, employment agreements, termination agreements, separation agreements, employment/training manuals, shareholder agreements, amendments to condominium bylaws, memorandum of law, discovery requests, responses, deposition summaries and motions. Observe and assist in all aspects of sexual harassment, discrimination, and employment litigation including; interviewing clients, attending and review of depositions, hearings, and mediations.

St. Thomas University School of Law, Miami, Florida

- *Dean's Fellow Program, Dean's Fellow Program Administrative Assistant, 05/98 to 04/99*
Selected by the Director of the Academic Support Program to coordinate the development and enhancement of first and second year law students with skills in legal analysis and understanding. Supervise, observe, and assess competency of Dean's Fellows.
- *Dean's Fellow Program, Dean's Fellow, 08/97 to 05/98*

Selected by the Director of the Academic Support Program to assist law students to develop and enhance skills in legal analysis, understanding and exam preparation. Develop lesson plans and conduct workshops.

- **Professor Ediberto Roman, Research Assistant, 07/97 to 5/98**
Complete all research assignments assisting the professor in writing a law journal article for submission, Ediberto Roman, *Empire Forgotten: The United States's Colonization of Puerto Rico*, 42 *vill. l.rev.* 1119 (1997). Bluebook and edit articles prior to publication.

University of Florida, Gainesville, Florida

- **Institute for Child Health Policy, Coordinator of Research & Special Programs, 08/94 to 08/96**
Provided direct supervision and scheduling of research assistants (multiple shifts). Implemented and assured integrity of research/data collection protocols. Assisted in revision of data analysis tools and surveys. Conducted preliminary data analyses as directed by the Principal Investigator and Project Coordinator. Served as a liaison between the project and managed care companies and other agencies. Designed survey tracking system, training manual, and a quality assurance checklist program. Research areas: Managed Care, Children with Special Health Care Needs, School Enrollment Based Health Insurance, and Service Providers.
- **Department of Criminology and Law, Legal Research Assistant, 06/94 to 09/94**
Part time research assistant to Dr. Charles Thomas, Professor of Criminology and Law and professional legal consultant. Reviewed District, Circuit, and Supreme Court findings. Prepared case briefs and legal memorandum.
- **Department of Criminology and Law, Department Assistant, 08/92 to 05/94**
Assisted students with registration procedures: dropping/adding courses, provided advice and guidance on school related problems/concerns. Assisted in obtaining law resources for department research. Graded tests, maintained confidentiality, and provided phone support for Professors.
- **Department of Counselor Education, Teaching Assistant, 01/94 to 05/94**
Taught and supervised eighteen undergraduate students for one semester: Alcohol and Drug Abuse Course. Distributed assignments, developed and graded exams, and conducted group activities in a classroom setting.
- **Department of Special Education, Administrative Teaching Assistant, 08/92 to 12/92**
Taught undergraduate students for one semester: Exceptional People Course. Conducted review sessions. Created and administered exams, organized/scheduled guest speakers/panels.

EDUCATION:

St. Thomas University School of Law, Miami, Florida

Juris Doctor, *cum laude*, April 1999

Honors: Deans List, Top 5%

St. Thomas Law Review Member Candidate, Fall 1997

Who's Who Among American Law Students, 1997 to 1999

Dean's Merit Scholarship

Book Merit Awards: Constitutional Law, Legal Thought, Corporate Law

Activities: F.A.W.L. President, 1998 to 1999

A.B.A. Lt. Governor of Communication, 1998 to 1999
A.B.A. Representative, 1997 to 1999
S.B.A. Executive Board Member, 1997 to 1999
Phi Alpha Delta, 1997 to 1999

University of Florida, Gainesville, Florida

Bachelor of Arts, Criminology and Law, *cum laude*, April 1994

Honors: Criminology and Law Honor Society

Phi Kappa Phi Honor Society

Panhellenic Outstanding Scholarship

Activities: Delta Phi Epsilon Sorority, Since 1992

Scholarship Chairwoman, Executive Board Member, 1993 to 1994

PUBLICATIONS, PRODUCTS AND ARTICLES:

- Norman, James M. and Siegel, Jodie M., (2003) "Is Florida Extinguishing the Smoking Lamp?"
- Norman, James M. and Siegel, Jodie M., (2003) "Florida's New No-Smoking Law: Ifs, Buts and Butts."
- Shenkman, E., Wegener, D., Siegel, J, (1995), Understanding the "Raw Materials": available to implement the Healthy Kids Program - Profile of Four Counties: Broward, Highlands, Okeechobee, and Santa Rosa Counties.
- Shenkman, E., Wegener, D., Siegel, J, (1995), Understanding the "Raw Materials": available to implement the Healthy Kids Program - Profile of Two Counties: St. Lucie and Volusia Counties.
- Siegel, J, (1994), Institute for Child Health Policy Surveyor Training Manual.

PROFESSIONAL AFFILIATIONS:

- Broward and Miami-Dade County Bar Association - 1999- present
- Executive Board Member for the Broward Education Foundation 2002 - 2005
- Make-A-Wish Wishmakers Volunteer 1999 - 2002
- Executive Board Member for the St. Thomas University School of Law Alumni Council

Equipment

If awarded this contract, Waste Management will provide the City of Hollywood with detailed information relative to the make, model and year of each truck that will be used to service the City and its residents. Waste Management intends to utilize the following equipment to provide the services detailed in this solicitation.

4 fully automated sideloaders
4 semi-automated rearloaders

In the event that any of the frontline service trucks have to be placed out of service for any scheduled preventative maintenance or repair, Waste Management has sufficient backup and or spare equipment available to replace any of the frontline equipment in a timely manner.

A full-time Waste Management professionally trained driver will staff each truck.

Waste Management is committed to fully cooperating with Recycle Rewards to make our trucks available for the installation of all equipment specified in this bid package. Waste Management will make available our on-site training room to facilitate the training of our drivers on the use of the electronic weighing delivery system.

Scope of Work

In the event that Waste Management is the City's selected Contractor, we would like to implement the following transition plan with the support of the City. Approximately two weeks prior to the start of service, those drivers selected to service the City of Hollywood will be assigned vehicles in order to practice driving their newly assigned City routes. This will enable the drivers to become completely familiar with their routes and any potential safety issues before they are driving in the collection vehicles. This will also allow Waste Management time to identify any possible customer specific service issues such as identifying the best service time for an area and/or abnormal traffic patterns. We will be able to address those issues prior to starting service and work toward minimally impacting the City and its residents. This will ensure that the drivers remain solely focused on safety and service when they start collecting without the added pressure of having to learn their new routes at the same time. Waste Management has studied the routes that are currently in place and has determined that these routes can be completed on a daily basis. These routes will allow enough time to accommodate any unforeseen situations that could potentially interrupt service. Waste Management will utilize this pre-planning program to familiarize all selected drivers with the City and its service areas.

Waste Management will fully comply with the collection and all associated operations necessary to collect, transport and properly dispose of recyclable materials on the City's assigned collection routes. Waste Management will service every home on the correct service day and will not commingle the recycling material collected with any other material or with that of any other city. In addition, Waste Management will plan, organize and direct its resources to successfully collect and deliver the collected single stream recyclable materials in the City to the designated recycling processing facility.

Waste Management will furnish and supply sufficient resources, including back up collection trucks and properly licensed and qualified operators to complete the scheduled routes, within the time specified for daily operations. Waste Management will assume all delivery and repair requirements for the carts referenced in this bid. Waste Management has extensive experience in the maintenance and delivery of carts.

Waste Management shall also maintain a customer service center to receive phone calls from the residents and or City staff to address all service related issues. Our call center has a local phone number and is open to receive calls during the required service hours. To facilitate communication of service needs, Waste Management will utilize the TRAC EZ call log program. This program is a web-based system that will enable residents to log in via the internet to make service requests and/or report any service issues. This program will be available for the City to access on a real time basis. Waste Management will train the required City staff with respect to the use of the program.

National Strength Local Focus

In the event of a large natural disaster affecting Broward County, Waste Management has a specialized team of employees, (The Green Team), who can be deployed within 48 hours to the affected areas. The Green Team is made up of drivers, mechanics, route managers and dispatchers who will assist the local team with operations during the recovery from a natural disaster. This team eases the burden on the local employees, and allows them the valuable time they need to take care of their families and homes.

In closing, Waste Management Inc. of Florida has the advantage of utilizing the national support infrastructure of Waste Management. We can leverage our national buying power for the best prices on equipment and supplies. We can tap into the vast pool of talented waste professionals across the country to assist the local team with any project that may come our way.

By choosing Waste Management as your recycling collection service provider, the City of Hollywood will benefit from the multiple assets in place locally as well as the national support that only a nationally established company such as Waste Management can offer.

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS that we,

WASTE MANAGEMENT INC. OF FLORIDA
2700 Wiles Road, Pompano Beach, FL, 33073

as Principal, hereinafter called the Principal, and

WESTERN SURETY COMPANY
333 South Wabash Avenue Floor 22, Chicago, IL, 60604a corporation duly organized under the laws of the state of SD
as Surety, hereinafter called the Surety, are held and firmly bound untoCITY OF HOLLYWOOD
2600 Hollywood Boulevard, Hollywood, FL, 33020

as Oblige, hereinafter called the Oblige, in the sum of Five Thousand and 00/100

Dollars (\$ 5,000.00), 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, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for

Solicitation #F-4457-15-RD for Curbside Recycling Collection Services

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige 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 material 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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, sealed and executed this 5th day of June, 2015.

WASTE MANAGEMENT INC. OF FLORIDA

Principal

WESTERN SURETY COMPANY

Surety

By: Myisha Jefferson
Myisha Jefferson, Attorney-In-FactBy: Wendy W. Stuckey
Wendy W. Stuckey Attorney-In-Fact

Witness: Lupe Tyler

Witness: Nancy Thomas

Countersigned By:

Claudette A. Hunt
Claudette Alexander Hunt, FL Resident Agent

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Anoop Chawla Adlakha, Margaret Buboltz, Jennifer S. Copeland, Vanessa Dominguez, Michael J. Herrod, Myisha Jefferson, Wendy W. Stuckey, Nancy Thomas, Lupe Tyler and Stephenie Whittington of Aon Risk Services Southwest, Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

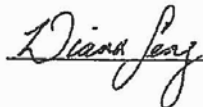
1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

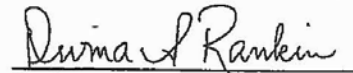
The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of June 5th, 2015.

Witness:



On behalf of Waste Management, Inc. and
each of the other WM Entities



Devina A. Rankin
Vice President and Treasurer

City of Hollywood, Florida
Solicitation #F-4457-15-RD
Curbside Recycling Collection Services

CERTIFICATE OF LIABILITY INSURANCE

1/1/2016

DATE (MM/DD/YYYY)
12/10/2014

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE		
INSURED 1300299	WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT INC. OF FLORIDA 3831 NORTHWEST 21ST AVENUE POMPANO BEACH FL 33073	INSURER A: ACE American Insurance Company	NAIC # 22667
		INSURER B: Indemnity Insurance Co of North America	43575
		INSURER C: ACE Property & Casualty Insurance Co	20699
		INSURER D: ACE Fire Underwriters Insurance Company	20702
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 3427156

REVISION NUMBER: XXXXXXXX

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.

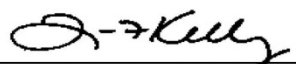
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	HDO G27341251	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	MMT H08830472	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	XOO G2742305A	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C4814181A (AOS) WLR C48141821 (CA & MA) SCF C48141833 (WI)	1/1/2015 1/1/2015 1/1/2015	1/1/2016 1/1/2016 1/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H08830460	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

3427156 FOR BID PURPOSES ONLY C/O WASTE MANAGEMENT INC. OF FLORIDA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2014/01)

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Supplier: **Waste Management**

Issue Date

City of Hollywood, Florida
Solicitation # F-4457-15-RD



Curbside Recycling Collection Services
Solicitation # F-4457-15-RD

Closing Date: Jun 5, 2015

Location: City Hall/Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

Supplier: **Waste Management**



ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): **Waste Management Inc. of Florida** Federal Tax Identification Number: **59-1094518**

If Corporation - Date Incorporated/Organized: **March 30, 1964**

State Incorporated/Organized: **Florida**

Company Operating Address: **2700 Wiles Road**

City **Pompano Beach** State **Florida** Zip Code **33073**

Remittance Address (if different from ordering address):

City State Zip Code

Company Contact Person: **Luigi Pace** Email Address: **lpace@wm.com**

Phone Number (include area code): **954-984-2060** Fax Number (include area code): **954-984-2058**

Company's Internet Web Address: **www.wm.com**

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

Bidder/Proposer's Authorized Representative's Signature: **Timothy B. Hawkins** Date

Type or Print Name: **Timothy B. Hawkins**

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

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services

Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

Supplier: Waste Management**CONE OF SILENCE**

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at <http://www.hollywoodfl.org/ConeOfSilence>

All communications regarding this bid should be sent in writing to the Procurement Services Division as identified in this bid.

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services

Supplier: Waste Management

Issue Date

City of Hollywood, Florida
IFB # F-4457-15-RD**1.0 GENERAL TERMS AND CONDITIONS****1.1 INSTRUCTIONS TO BIDDERS**

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Bid Solicitation are encouraged to submit bids. To receive notification and to be eligible to bid vendor should be registered with BidSync. Vendors may register with the BidSync (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at hollywoodfl.org to download an application and submit it to Procurement Services Division.

1.2 BIDDERS RESPONSIBILITIES

Bidders are required to submit their bids upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or Services as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the bidder.
- C. Bidders are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

1.3 PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- A. The City's enclosed Bid Proposal Form, in its entirety, is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.
- E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not apply to vendors' purchases of goods or Services used in Work or goods supplied to the City. Vendors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

1.4 DESCRIPTION OF SUPPLIES

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.

Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Bidders will submit, with their bids, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.

The City shall be the sole judge of equality and its decision shall be final.

1.5 ADDENDA

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addendum issued. Where there appears to be a conflict between this Bid solicitation and any addendum the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal addendum by signing the addendum and including it with their Bid. Failure to include a signed formal Addendum in its Bid shall deem the Bid non-responsive; provided, however, that the City may waive this requirement in its best interest.

1.6 REJECTION OF BIDS

The City may reject a bid if:

- A. The Bidder fails to acknowledge receipt of an addendum, or if
- B. The Bidder misstates or conceals any material fact in the bid, or if
- C. The bid does not strictly conform to the law or requirements of the bid, or if
- D. The bid is conditional, except that the Bidder may qualify its bid for acceptance by the City on an "all or none" basis, group basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
- E. The City is under a pre-lawsuit claim from the Bidder or is involved in current litigation with the Bidder.

The City may reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in paragraph D above.

1.7 WITHDRAWAL OF BIDS

- A. Bids shall be deemed enforceable for a period of 120 days after the time set for the bid opening.
- B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.
- C. The City may permanently retain as liquidated damages the bid deposit furnished by any Bidder who requests to withdraw a bid after the bid opening.

1.8 LATE BIDS OR MODIFICATIONS

Only bids or proposals received as of the opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be returned un-opened to the sender and rejected as late.

1.9 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the addenda in reverse chronological order, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.10 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he or she may submit to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving an Invitation for Bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Procurement Services on or before the date specified for a request for clarification.

1.11 INVOICING/PAYMENT

All invoices should be sent to: City of Hollywood, Financial Services Department, P.O. Box 229045, Hollywood, Florida 33022-9045. In accordance with Florida Statutes Chapter 218, payment will be made within 45 days after receipt of Services and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

Payment will be made by the City after commodities/Services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must reference the purchase order number or contract number.

When a contractor receives from the City of Hollywood any payment for contractual Services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of Work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received, on a pro rata basis, to the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor, without reasonable cause, fails to make payments required by this section to Subcontractors and Material Suppliers within fifteen (15) Working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose Work has been completed, even if the prime contract has not been completed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.

1.12 TOTAL BID DISCOUNT

If a Bidder offers a discount for the award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in the tabulation and award of the bid.

Bidder may offer cash discounts for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

In connection with any discount offered, time will be computed from the date of receipt of supplies or Services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

1.13 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of a contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or Services as described in this Bid; have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or Services if awarded a Contract under the terms and conditions herein stated. The terms

"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.

- B. The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience), in making the award in the best interest of the City. In all cases, the City of Hollywood shall have no liability to any contractor for any costs or expenses incurred in connection with this bid or otherwise.

1.14 NOTICE REQUIREMENTS

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of a hard copy; and in any case addressed as follows:

To the City

Project Manager: Ralph Dierks
City of Hollywood
Attention: Ralph Dierks
Phone: 954-921-3223
Fax:
E-mail: RDIERKS@hollywoodfl.org

and,

To the Director of Procurement Services:
Joel Wasserman
Procurement Services Division
P.O. Box 229045
Hollywood, FL 33022-9045
Phone: (954)921-3290 Fax: (954)921-3086
Email: procurement@hollywoodfl.org

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, fax number and to the person listed in the Contractor's proposal, as applicable.

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

1.15 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the City of Hollywood. The Contractor shall supply competent and physically capable employees and the City is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

1.16 AWARD OF BID

- A. The Evaluation Committee will make a recommendation based upon the lowest responsive and responsible bidder(s) whose bid(s) conforms to the Invitation for Bids and is most advantageous to the City.
- B. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies its bid by specified limitations.
- C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or Services from this contract through the effective period of the award. In any situation where obtaining Services from the Primary Vendor (s) is not in the best interest of the City, or the vendor cannot

deliver material and/or Services within 24 hours of the date required, or on an emergency basis, staff may obtain Services from the Secondary Vendor (s).

- D. One or more Contractors may be designated as approved on an alternating/rotating basis for the delivery of materials and/or Services from this contract through the effective period of the award. In situations where obtaining Services from the alternating vendor is not in the best interest of the city, or the vendor cannot deliver material and/or Services within 24 hours of the date required, or on an emergency basis, staff may obtain material and/or Services from the next available vendor.
- E. The successful Bidder shall be notified in writing of the award.
- F. Delivery of materials and/or Services shall be performed upon receipt by the successful bidder of a numbered, signed purchase order, blanket purchase order or fully executed agreement.

1.17 BID PROTESTS

The City shall provide notice of its intent to award or reject to all bidders by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective bidder who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. . Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of the bid.

- A. The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.
- B. A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.
- C. Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit, the Directory shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protestor and any other interested party, and the process leading to the award shall proceed.

1.18 AGREEMENT

An agreement shall be sent to the awarded bidder to be executed and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded bidder.

1.19 NOTICE TO PROCEED

A signed Purchase Order, blanket purchase order or fully executed agreement will be the Contractor's

authorization to proceed and may substitute for a "Notice to Proceed" form.

1.20 OTHER GOVERNMENTAL ENTITIES

If the Bidder is awarded a contract as a result of this IFB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies so requesting the products or Services awarded in accordance with the terms and conditions of the IFB and resulting contract.

1.21 DISQUALIFICATION OF BIDDERS

A bidder may be disqualified temporarily or permanently and its bid(s) rejected for:

- A. Poor performance or default, in the City's opinion, on one or more previous contracts with the City.
- B. Poor performance or default, in the City's opinion, on one or more previous contracts with other public entities.
- C. Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

1.22 RESERVATIONS FOR AWARD AND REJECTION OF BIDS

The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the IFB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or Services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the IFB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided Services to the City in the past. This procedure will continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

1.23 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the Work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.

1.24 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

1.25 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including, but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442,

Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a contractor commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.
- D. This Section applies to any contract for goods or Services of \$1 million or more: The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.26 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual, corporation or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.27 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

1.28 COLLUSION

The bidder, by affixing its signature to this proposal, agrees to the following: "Bidder certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.29 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.30 FORCE MAJEURE

The Agreement which is awarded to the successful Bidder may provide that the performance of any act by the City or Contractor thereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement.

1.31 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. A Bidder, by virtue of bidding, certifies that if awarded any portion of the IFB, it will supply only material or equipment that is 100% asbestos free.

1.32 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of Florida. This will apply notwithstanding such factors as where the contract is entered into and the place where the accident occurs and notwithstanding conflicts of law principles that would otherwise apply.

1.33 LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.34 SOVEREIGN IMMUNITY

Nothing in this agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

1.35 SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.36 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded bidder or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded bidder shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

1.37 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: Services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patents, copyrights, service marks, trade secrets, or any other third party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and its officers, agents and employees and defend any action brought against the City or any of its officers, agents or employees with respect to any claim, demand, and cause of action, debt, or liability.

- C. In the event any deliverable or anything provided to the City hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the City's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- D. The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or other proprietary rights claim or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.
- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secret, patent right, or other intellectual property right in the performance of the Work.

1.38 PUBLIC RECORDS LAW

If applicable, for each public agency contract for Services, the Contractor is required to comply with F.S. 119.0701, which includes the following:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and 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.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Non-exempt public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed bids become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. The bidder shall not, unless required as part of this IFB, submit any information in response to this invitation which the bidder considers to be a trade secret, proprietary or confidential. The submission, not required as part of this IFB, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder.

1.39 ACCESS TO RECORDS

The City reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular

business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the City for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards at no cost to the City.

1.40 INFORMATION

Further information, if desired, may be obtained from the Procurement Services Division, 2600 Hollywood, Boulevard, Room 303, Hollywood, Florida 33020, telephone 954-921-3223.

Questions or requests for clarification of the specifications shall be in writing and received by the Procurement Services Division by the date specified for a request for clarification. They may be mailed or faxed to (954) 921-3086 or emailed to RDIERKS@hollywoodfl.org.

1.41 LOCAL PREFERENCE

Pursuant to §38.50 of the City of Hollywood Code of Ordinances, the City shall grant a preference to Hollywood vendors if their initial bid is within 5% of the bid of the lowest responsive responsible bidder that is a non-local Hollywood vendor. The preference shall allow the local Hollywood vendor to submit a second and final offer which must be at least 1% less than the bid of the lowest responsive responsible non-local Hollywood vendor to be awarded. The local Hollywood vendor shall have the burden of demonstrating that it maintains a permanent place of business with full-time employees within the City limits and has done so for a minimum of one (1) year prior to the date of issuance of a bid solicitation within Hollywood, Florida. All supporting documentation (e.g. City of Hollywood valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.

1.42 ELIGIBILITY

If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida Statutes, prior to entering into a contract with the City.

1.43 VENDOR REGISTRATION

You do not need to be a City of Hollywood registered vendor to bid. However follow the instructions when you go to: www.hollywoodfl.org

The Contractor shall be a registered vendor with the City Procurement Services Division for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate vendor application and to update the application file for any changes for the duration of this Agreement, including any option years.

1.44 CONFLICT IN SPECIFICATIONS

Where there appears to be a variance or conflict between these General Conditions and the Special Conditions or Technical Specifications outlined in the Bid Package, the order of preference shall be Technical Specifications, Special Conditions, and General Terms and Conditions.

1.45 EXCEPTIONS TO PROPOSAL

The bidder shall list on the space provided on the bid page or on a separate sheet of paper any exceptions to the conditions of this Bid. This sheet shall be labeled, "Exceptions to Bid Provisions," and shall be attached to the Bid. If no exceptions are stated, it will be understood that all General, Special and Technical Conditions will be complied with, without exception.

1.46 APPROVED EQUAL

When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

1.47 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS

The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items and feels that the technical specifications are overly restrictive, the Bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the IFB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all Bidders.

1.48 MODEL NUMBER CORRECTIONS

If the model number for the make specified in this IFB is incorrect or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

1.49 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The Bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

1.50 QUANTITIES

The City specifically reserves the right to accept all or any part of the bid, to split the award, and to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the bid form by the Bidder.

1.51 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/ or risk of loss or damage to all items shall be the responsibility of the successful Bidder until acceptance by the City unless loss or damage results from negligence by the City. If the materials or Services supplied to the City are found to be defective or not to conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return the product at the Bidder's expense.

1.52 DELIVERY TIME

Unless actual date of delivery is specified (or if specified, delivery cannot be met), the Bidder shall show the number of days required to make delivery after receipt of the purchase order in the space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal Working hours of the user, Monday through Friday, excluding holidays, unless otherwise specified and incorporated into the contract document. Delivery shall be to the location specified in the bid specifications.

1.53 CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.54 WARRANTY

Unless otherwise specified, all items proposed by the Bidder shall include a warranty covering Services, parts and/or labor for a specified period of time. The Bidder shall submit information on both manufacturer and dealer warranties, where applicable, with the bid. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and Workmanship. At no expense to the City, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

1.55 DURATION OF AGREEMENT

This Agreement will be for the terms identified in this document, unless the Contractor is otherwise notified by the City. Any extension of this Agreement shall be in writing and approved by the same approval processes as the original agreement, except the City Manager is authorized to extend for up to 90 days when operationally necessary.

1.56 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for the time identified in the bid if agreed to in writing by both parties.

1.57 MODIFICATION OF CONTRACT

The contract may only be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, blanket purchaser order or change order, as appropriate.

1.58 MATERIAL SAFETY DATA SHEET (MSDS)

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

1.59 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and the bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the bid page under exceptions to specifications.

1.60 SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the City. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with the bidder's name and the manufacturer's brand name and number.

1.61 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 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 consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.62 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or Services to a public entity, may not submit a bid on a contract with a public entity for 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 award or perform Work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.63 DRUG-FREE WORKPLACE PROGRAM

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

1.64 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidders shall sign and submit this attached form indicating their understanding of and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, and candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, the bidder that otherwise is the lowest responsive responsible bidder may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

1.65 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this Invitation to Bid that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or Services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

1.66 INSURANCE REQUIREMENTS

Upon the City's notification, the Contractor shall furnish to the Procurement Services Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 each Occurrence for bodily injury and property damage. The City of Hollywood must be shown as an additional insured with respect to this coverage. The mailing address of City of Hollywood, Florida, 2600 Hollywood Boulevard, Hollywood, Florida 33021, as the certificate holder, must appear on the certificate of insurance.
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 Combined Single Limit.
- D. The City reserves the right to require any other insurance it deems necessary depending on the exposure.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.

Compliance with the foregoing requirements shall not relieve the Contractor of any liability or obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award becomes final. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after City notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days' prior written notice has been given to the City. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or Services in this bid. A violation of this requirement at any time during the term, or any extension thereof, shall be grounds for the immediate termination of any contract entered in to pursuant to this bid. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid, the successful Bidder must submit a signed statement from the insurance agency of record that the full policy contains no such exception.

1.67 CITY WEBSITE

Bids, addenda, bid tabulations, and other information are available on the Procurement Services Division's page, which can be found at: www.hollywoodfl.org

1.68 DISCLAIMER

The City of Hollywood may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the bid, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this bid constitutes only an invitation to make presentations to the City of Hollywood. The City of Hollywood reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the City of

Hollywood shall have no liability to any Contractor for any costs or expense incurred in connection with this bid or otherwise.

1.69 CONFIDENTIALITY

As a political subdivision, the City of Hollywood is subject to the Florida Sunshine Law and Public Records Law. By submitting a Bid, the Contractor acknowledges that the materials submitted with the Bid and the results of the City of Hollywood's evaluation may be open to public inspection upon proper request. The Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

1.70 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

- A. The terms and conditions of the agreement
- B. The City of Hollywood's IFB and any associated addenda and attachments thereto, and
- C. The Contractor's Proposal.

1.71 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the Services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Project Manager.

The Contractor acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in

executing the activities required to implement said changes.

1.72 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The City shall have no obligation to pay the Contractor any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the City and the Contractor.

All Services undertaken by the Contractor before the City's approval of this Contract shall be at the Contractor's risk and expense.

1.73 PRICING

Prices shall remain firm and fixed for the initial term of the Contract, however, the Contractor may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

1.74 GUARANTEE

The Contractor shall be responsible for technically deficient designs, reports, or studies due to its errors and omissions, and shall promptly correct or replace all such deficient Work due to its errors and omissions without cost to the City upon the request of the City for the established period of time after the date of acceptance of the project by the City, as stated in the bid, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the City for Work performed does not constitute a waiver of this guarantee.

1.75 MANNER OF PERFORMANCE

- A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of this Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the City, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. Such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- B. The Contractor agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the City.
- C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels upon reasonable request from the City, should the City make a determination, in its sole discretion, that said personnel staffing is inappropriate.
- D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform

the Services described herein in a competent and professional manner.

- E. The Contractor shall at all times cooperate with the City and coordinate their respective Work efforts to most effectively and efficiently maintain progress in performing the Services.
- F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

1.76 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work Services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the Work or Services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of independent contractors and not that of employees or agents of the City.

The Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in this Agreement.

1.77 PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the City of Hollywood is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the City's possession may constitute or contain information or materials which the City has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the City has developed at its own expense, the disclosure of which could harm the City's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the City's property, any computer programs, data compilations, or other software which the City has developed, has used or is using, is holding for use, or which are otherwise in the possession of the City (hereinafter "Computer Software"). All third-party license agreements must also be honored by the Contractors and their employees, except as authorized by the City and, if the Computer Software has been leased or purchased by the City, all third party license agreements must also be honored by the Contractor's employees. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the City any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the City's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

1.78 PROPRIETARY RIGHTS

- A. The Contractor hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Contractor hereunder or furnished by the Contractor to the City and/or created by the Contractor for delivery to the City, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the City, use

such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.

- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.
- C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Contractor's performance hereunder.
- D. Except as otherwise provided in subsections A, B, and C above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the City so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. Such license specifically includes, but is not limited to, the right of the City to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the City for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

1.79 AUTHORITY OF THE CITY'S PROJECT MANAGER

- A. The Contractor hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted

hereunder.

- D. In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each, with respect to matters within the City Manager's purview as set forth above, shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Contractor's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the City Manager for a decision, together with all evidence and other pertinent information in regard to such question, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, the Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.80 MUTUAL OBLIGATIONS

- A. This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the duly authorized representatives of both parties.
- B. Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- C. In those situations where this Agreement imposes an indemnity or defense obligation on the Contractor, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

1.81 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

1.82 AUDITS

The City, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3)

years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the City. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

The Contractor agrees to grant access to the City's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

1.83 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Bid, the Contractor must notify the City in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.84 SUBCONTRACTUAL RELATIONS

- A. If the Contractor will cause any part of this Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The Services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- B. The Contractor, before making any subcontract for any portion of the Services, will state in writing to the City the name of the proposed subcontractor, the portion of the sServices which the subcontractor is to do, the place of business of such subcontractor, and such other information as the City may require. The City will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the City.
- C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.
- D. In order to qualify as a subcontractor satisfactory to the City, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the sServices in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the City that it has satisfactorily performed Services of the same general type which is required to be performed under this Agreement.
- E. The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All subcontractors are required to protect the confidentiality of the City and City's proprietary and confidential information. Contractor shall furnish to the City copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the City finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on

the part of the City to any subcontractor hereunder as more fully described herein.

1.85 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City shall not be responsible for conclusions to be drawn therefrom, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.86 SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

1.87 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.
- B. The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and any other reasons related to contractor's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- D. The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:
 - 1. Stop Work on the date specified in the notice ("the Effective Termination Date");
 - 2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
 - 3. Cancel orders;
 - 4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - 5. Take no action which will increase the amounts payable by the City under this Agreement.

- E. In the event that the City exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated, as stated in the payment Articles herein, for the:
1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 2. Non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.
- F. All compensation pursuant to this Article is subject to audit.

1.88 EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
1. The Contractor has not delivered Deliverables on a timely basis;
 2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
 3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 5. The Contractor has failed to obtain the approval of the City where required by this Agreement;
 6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
 7. The Contractor has failed in the representation of any warranties stated herein.
- B. When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the City receives such assurances, the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:
1. Treat such failure as a repudiation of this Agreement;
 2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C. In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.89 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for procurement of Services, including procurement and administrative costs; and,
- C. Such other damages as the City may sustain.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

1.90 NONDISCRIMINATION

During the performance of this Contract, the Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the City, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 and related Acts (the "Act"). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

1.91 CONFLICT OF INTEREST

The Contractor represents that:

- A. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- B. There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person submitting a bid for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or member of the immediate family or household of any of the aforesaid:
 - 1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, supplies or Work, to which this Agreement relates or in any portion of the revenues; or
 - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.
- C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the City with a written notice, in advance, which

identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event the Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Contractor shall promptly bring such information to the attention of the City's Project Manager. The Contractor shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Contractor receives from the Project Manager in regard to remedying the situation.

1.92 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the City:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Represent, directly or indirectly, that any product or service provided by the Contractor has been approved or endorsed by the City, except as may be required by law.

1.93 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Contractor has with the City, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

1.94 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

1.95 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are signed by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

1.96 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for any

extension term shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

1.97 PROHIBITION OF INTEREST

No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the City's bidder lists, and prohibition from engaging in any business with the City.

1.100 NO CONTINGENT FEES

The Vendor warrants that it has not employed or retained any company or person other than a bona fide employee Working solely for the Vendor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee Working solely for the Vendor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion and to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

1.101 E-VERIFY

The Contractor acknowledges that the City may be utilizing the Contractor's Services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Agreement term. The Contractor is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

1.102 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all Services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.103 ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in this agreement and any amendments thereto, to any areas annexed into the City.

1.104 DEFINITIONS & TERMS

When used in Contract Documents or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the Work.

Bid: The written offer of a Bidder to provide product or perform Work or service.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid Documents: The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, Insurance Requirements, COMMISSION General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Calendar Day: Everyday shown on the calendar.

Change Order: A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the City Manager and/or City Commission.

Contract: The written agreement between the City and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

Contract Manager: Duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the City of Hollywood and who is liable for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the Work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

City: A political subdivision, Incorporated City within Broward County of the State of Florida, whose governing body is a City Commission consisting of a Mayor, Vice Mayor and five City Council members.

City Manager: The Manager of the City of Hollywood, Florida.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the City's Project Manager for review and approval in writing pursuant to the terms of this Agreement.

IFB: Invitation For Bid.

Lessee: Any individual, partnership or corporation having a tenant relationship with the City of Hollywood.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the City's Contract Manager.

Notice To Proceed (NTP): The written communication issued by the City to the Contractor directing the Contractor to begin contract Work and establishing the date of commencement of the Work.

Owner: The term Owner as used in this Contract shall mean the City of Hollywood.

Performance and Payment Bonds: Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the Work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the execution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the Work to be done and which are part of the Contract Documents.

Project: The construction and Services required by the Contract Documents, which includes all labor, materials, equipment, and Services to be provided by the Contractor to fulfill the Contractor's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related Services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The duly authorized representative designated to manage the Project.

Scope of Service: Document which details the Work to be performed by the Contractor.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "Work", "Services", "Program", or "Project": All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Project Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

Supplier: **Waste Management**



HOLD HARMLESS AND INDEMNITY CLAUSE

Waste Management Inc. of Florida

(Company Name and Authorized Signature, Print Name)

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

Timothy B. Hawkins

Signature

Waste Managaement Inc. of Florida

Name of Company

Timothy B. Hawkins

Printed Name

President

Title

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services

Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

Supplier: **Waste Management**



NONCOLLUSION AFFIDAVIT

STATE OF: Florida

COUNTY OF: **Broward**, being first duly sworn, deposes and says that:

- (1) He/she is **President of Waste Management Inc. of Florida**, the Bidder that has submitted the attached Bid.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusion or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Timothy B. Hawkins

Signature

Waste Management Inc. of Florida

Name of Company

Timothy B. Hawkins

Printed Name

President

Title

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services

Supplier: Waste Management



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 form statement is submitted to **City of Hollywood, Florida**

By **Timothy B. Hawkins** for **Waste Management Inc. of Florida**

(Print individual's name and title)

(Print name of entity submitting sworn statement)

whose business address is **2700 Wiles Road, Pompano Beach, FL 33073**

and if applicable its Federal Employer Identification Number (FEIN) is **59-1094518** If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

2. I understand that "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 with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

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 an 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. 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 "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any 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 let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, 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 relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

XNeither the entity submitting sworn statement, nor any of its officers, director, 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, 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, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings, 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 (ONE) 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 THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Timothy B. Hawkins

Signature

Waste Management Inc. of Florida

Name of Company

Timothy B. Hawkins

Printed Name

President

Title

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services

Supplier: **Waste Management**



CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

Waste Management Inc. of Florida
2700 Wiles Road
Pompano Beach, FL 33073

Application Number and/or Project Name:

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services

Applicant IRS/Vendor Number: **59-1094518**

Timothy B. Hawkins
Signature
Waste Management Inc. of Florida
Name of Company

Timothy B. Hawkins
Printed Name
President
Title

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services

Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

Supplier: **Waste Management**



DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Timothy B. Hawkins
VENDOR'S SIGNATURE

Timothy B. Hawkins
PRINTED NAME

Waste Management Inc. of Florida
NAME OF COMPANY

President
TITLE

Bid/RFP/RFQ Number: F-4457-15-RD Title: Curbside Recycling Collection Services

Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

Supplier: Waste Management**REFERENCES****F-4457-15-RD Curbside Recycling Collection Services**

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Company Name:	Hillsborough County		
Address:	601 Kennedy Blvd		
City, State, ZIP:	Tampa, FL 33602	Phone Number:	8133074754
Point of Contact:	John Lyons	Fax Number:	8133070000
Email:	lyonsj@hillsboroughcounty.org		
Explain How This Referenced Work Is Similar To This Request: Waste Management automated collection of residential recycling carts			
Date service was provided: October 2006 through present			

Company Name:	Collier County		
Address:	3339 Tamiami Trail East		
City, State, ZIP:	Naples, FL 34112	Phone Number:	2392522504
Point of Contact:	Dan Rodriguez	Fax Number:	2397749222
Email:	danrodriguez@colliergov.net		
Explain How This Referenced Work Is Similar To This Request: Waste Management automated collection of residential recycling carts			
Date service was provided: October 2005 through present			

Company Name:	Brevard County		
Address:	2725 Judge Fran Jamieson Way		
City, State, ZIP:	Viera, FL 32940	Phone Number:	3216332042
Point of Contact:	Euripides Rodriguez	Fax Number:	3216332038
Email:	euripides.rodriguez@brevardcounty.us		
Explain How This Referenced Work Is Similar To This Request: Waste Management automated collection of residential recycling carts			
Date service was provided: October 2003 through present			

Supplier: **Waste Management****W-9**(Rev. August 2013)
Department of the Treasury Internal
Revenue Service**Request for Taxpayer
Identification Number and
Certification****Give to the
requester. Do
not send to the
IRS.**Print or type
See Specific
Instructions
on page 2.

Name (as shown on your income tax return)

Waste Management Inc. of Florida

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership☐ Trust/estate☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation,
P=partnership) *☐ Other (see instructions)Exemptions (see
instructions):

Exempt payee code (if any)

Exemption from FATCA
reporting code (if any)

Address (number, street, and apt. or suite no.)

2700 Wiles Road

City, state, and ZIP code

Pompano Beach, FL 33073

Requester's name and address (optional)

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 the "Name" line 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**Employer identification
number****59-1094518****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. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign HereSignature of
U.S. person *

Timothy B. Hawkins

Date

5/13/2015**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

legislation enacted after we release it) will be posted on that page.

Purpose of

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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

Note. If you are a U.S. person and 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Cat. No. 10231X

Form **W-9** (Rev. 8-2013)

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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 payee 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 to Form W-9 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.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be

paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required	Generally, exempt payees 1 through 52

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

to be reported and direct sales over \$5,0001	
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

1 See Form 1099-MISC, Miscellaneous Income, and its instructions.

2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services

(including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

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What Name and Number To Give the Requester**For this type of account:****Give name and SSN of:**

- | | |
|---|--|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account 1 |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor 2 |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee 1
The actual owner 1 |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner 3 |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |

1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

2 Circle the minor's name and furnish the minor's SSN.

3 You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

4 List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through

email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Southern Waste Systems

Bid Contact **Andy Plunski**
aplucinski@swsfl.com
Ph 888-800-7732

Address **2380 College Avenue**
Davie, FL 33317

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
F-4457-15-RD--01-01	Curbside Recycling Collection Service	Supplier Product Code:	First Offer - \$1.15	34578 / household	\$39,764.70 Y Y
Supplier Total					\$39,764.70