Tab 1

Cover Page

Solicitation F 4609 19 PB

Solid Waste Collections and Bulk Yard Waste Processing

Bid Designation: Public

City of Hollywood, Florida

Tab 2

Table of Contents

TABLE OF CONTENTS

TAB 1:	Cover Page	pg. 2
TAB 2:	Table of Contents	pg. 4
TAB A:	Experience	pg. 6
TAB B:	Performance	pg. 16
TAB C:	Senior Management	pg. 19
TAB D:	Route Supervisors	pg. 26
TAB E:	Customer Service	pg. 32
TAB F:	Operations Plan	pg. 37
TAB G:	Alley Collection	pg. 45
TAB H:	Yard and Bulk Waste Collection	pg. 50
TAB I:	Support Garage	pg. 54
TAB J:	Recycling Incentive Program	pg. 58
TAB K:	Licenses, Bid Forms, etc.	pg. 62
TAB L:	Financial Capability, Bid Bond COI forms	pg. 112
TAB M:	Pricing Forms	pg. 125
TAB N:	Disposal Option	pg. 131

Tab A

Experience

Tab. A Experience

WASTE PRO of Florida, 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 together to create a WIN-WIN situation. We realized that our customers signed our paychecks and we would strive to satisfy our customer needs and wishes.

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

John Jennings met John Drury, then a Regional Vice President for BFI, in 1979. John Drury later became President of BFI and subsequently Chairman and CEO of USA Waste Services, Inc. (USA). As both companies grew, a professional friendship developed between the two men leading to the transaction in 1996 in which JENNINGS ENVIRONMENTAL SERVICES, INC. became the first-tier subsidiary of USA and John Jennings headed up corporate activities for Florida and the Caribbean. JENNINGS and USA grew rapidly and, in fact, acquired Waste Management, Inc. in July of 1998. Because Waste Management dwarfed USA in size the board of directors elected to change the USA name to Waste Management.

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

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

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

RUSSELL MACKIE

Today we are proud to offer services from One hundred and eighteen (118) locations in the State of Florida, locations in nine (9) states including Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Waste Pro holds two hundred and thirty-five (235) exclusive City and County Franchises Waste Pro is currently contracted to provide solid waste and recycling services to over 2,000,000 residences and over 35,000 businesses. In addition, Waste Pro is now the largest recycling company in several of its locations including Atlanta, Birmingham, North Florida and Sarasota-Bradenton.

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!

Miami Dade, Broward, Palm Beach and Saint Lucie Municipal Qualifications

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

Waste Pro is the fastest growing Solid Waste and Recycling Collection Company in Southeastern Florida and is nowhere more prevalent than Miami-Dade, Broward and Palm Beach counties and. In 2011-2017, Waste Pro has successfully transitioned Solid Waste and Recycling collection services in Fifteen (15) cities of which twelve (12) are similar in service based on the different options that City of Hollywood's RFP contains including but not limited to Three (3) Qualifying Municipalities as required by the RFP

The following listing is for Waste Pro's current exclusive municipal contracts in Florida that have experienced service transitions with Waste Pro in the past 6 years. Waste Pro can provide excellent references from these customers. The next pages you will find a list of qualifying municipalities as described in the RFP.

Qualifying Municipalities of Waste Pro of Florida, Inc.-Southeast Florida Region

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

Contract Name	Types of Service	Contact Person
City of West Palm Beach	Residential Recycling Only	Peter Abieniek Operations Manager City of West Palm Beach 1045 Charlotte Avenue West Palm Beach, FL 33401 Ph. 561/822-2076 Fax 561/822-2084

Residential Dwelling Count 22,600

Waste Pro transitioned residential recycling services in West Palm Beach in May 2016. Dual stream 18-gallon bins were already in use and Waste Pro continues to collect residential recycling in the dual stream bins provide by Palm Beach County SWA. This contract was won in a competitive RFP process and currently providing service

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Palm Beach County SWA Area 1	Residential Garbage Residential Yard Waste Residential Recycling Commercial Front Load Commercial Roll Off	John Archambo Direct. Customer Relations Solid Waste Authority 7501 N. Jog Rd. West Palm Beach, FL 33412 Ph. 561/315-2010 Fax561/640-4000

Residential Dwelling Count 45,000

Waste Pro currently services hand- pick up garbage service in cans and bags and SWA provided 18-gallon recycling bins and commingled services. This contract was won in a competitive RFP process 2013 and currently awarded again in 2019 through 2026

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

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 service also includes weekly comingled bulk collection. 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 and is currently providing service.

City of Miramar	Residential Garbage Residential Yard Waste Residential Recycling Commercial Front Load Commercial Roll off	Ralph Trapani Solid Waste manager City of Miramar 2300 Civic Center Place Miramar, FL 33025 954-243-50/1 Fax 954/602-3750

Residential Dwelling Count 31,359

In 2011 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 and monthly Bulk Comingled service. This was a competitive RFP situation. This contract was won in a competitive RFP process. And we are currently providing service and have been awarded a 2nd three (3) year renewal.

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

In 2011 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 and Monthly Comingled bulk collection service. This contract was won in a competitive RFP process and recently awarded a 5-year extension in 2016.

City of North Lauderdale	Residential Garbage Residential Yard Waste Residential Recycling Commercial Front Load Commercial Roll off	George Kryzwack Public Works Director City North Lauderdale 701 SW 71st Avenue North Lauderdale, FL 33027 954-722-0900 Fax 954-720-2151

Residential Dwelling Count 9,000

In 2012 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 and weekly comingled bulk collection service. This was a competitive RFP situation. This contract was won in a competitive RFP process and recently awarded a 5-year contract extension in 2017.

City of Pembroke Pines	Residential Garbage Residential Yard Waste Residential Recycling Commercial Front Load Commercial Roll off Commercial Recycling	Rose Colombo Solid Waste Contract Adm. City of Pembroke Pines 13975 Pembroke Rd. Pembroke Pines, FL 33027 Ph. 954/450-6905

Residential Dwelling Count 38,000

In 2013 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 and bi-weekly commingled collection service.. This contract was won in a competitive RFP process and recently renewed for and additional Three (3) year extension in 2018

City of Coral Springs	Residential Garbage Residential Yard Waste Residential Recycling Commercial Front Load Commercial Roll off Commercial Recycling	Peter Foye Solid Waste Contract Adm. City of Coral Springs 9551 W. Sample Road Coral Springs, FL 33065 Ph. 954/344-1165 Fax: 954/344-5959

Residential Dwelling Count 29,000

In 2014 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 and weekly yard waste and bulk collection service . Commercial containers were also swapped out and replaced with Waste Pro dumpsters. This contract was won in a competitive RFP process and is under its original 6 year term.

City of Sweetwater	Residential Garbage Residential Yard Waste Residential Recycling	Yaima Vega Chief of Staff City of Sweetwater 500 SW 109th Avenue Sweetwater, FL 33027 Ph. 305/221-0411 Ex-1203 Fax 305/223-1270

Residential Dwelling Count 2,500

In 2012 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. The service includes weekly comingled bulk collection and currently in renewal negotiations

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City of North Miami	Residential Garbage Residential Yard Waste Residential Recycling Commercial Front Load Commercial Roll Off	Larry Spring City Manager City North Miami 776 NE 125th Street North Miami, FL 33161 Ph. 786/256-1459

Residential Dwelling Count 10,000

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. This service includes comingled bulk collection service and has been extended until 2020

City of Port St. Lucie	Residential Garbage Residential Yard Waste Residential Recycling Commercial Front Load Commercial Roll Off	Carmen Capezutto MPA Project Manager Port St. Lucie 450 SW Thornhill Dr. Port St. Lucie, FL 33905 Ph. 772/871-5163 Fax 772/871-5248

Residential Dwelling Count 64,300

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. Yard waste collection is weekly This contract was won in a competitive RFP process and in 2019 was awarded a 10-year contract renewal

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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

Residential Dwelling Count 20,100

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. Yard waste collection is weekly This contract was won in a competitive RFP process and in 2019 was awarded a 10-year contract renewal

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EXCELLENCE AWARDS AND RECOGNITION

Waste Pro USA, Inc. has had tremendous growth over the past decade. We have been awarded numerous awards and bids. Additionally, the South east Florida Division of Waste Pro has never lost a Municipal Contract demonstrating reliability, consistency service throughout. We are an innovative company, having invested in many green/recycling programs & green-technologies. As well as instant growth, Waste Pro has acquired well-run, established waste and recycling firms throughout the Southeast. We are committed toward a synergetic relationship with our communities; Waste Pro will always strife to exceed your Community's needs and be the "Distinguishable Difference

Our awards and activities include:

100 YEARS OF THE GARBAGE TRUCK

Trash from the past reborn: Truck museum to open in Fla.

- Waste Pro proudly announces the very first Garbage Truck Museum! It is now available to the public and shows the evolution of America's solid waste collection vehicles. It is located nearby in Sanford Florida.
- Waste Pro - Atlanta receives first fleet of CNG (compressed natural gas) trucks, 2012.
- Fort Pierce Florida groundbreaking for our first CNG fueling station, 2012.
- Regional VP Russell Mackie selected as a "12 People to Watch" Rising Star by Waste & Recycling News, 2012.
- Waste Pro drivers awarded $40,000 in safety bonuses, YTD 2012.
- CEO John Jennings elected to Environmental Industry Association (EIA) Hall of Fame, 2011. John was also inducted to Hall of Fame at Alma Mater, Holy Cross School, Queens, NY, in 2011. He has also served on the Board of Directors at St. Johns University.
- Hollywood, FL first municipality in Broward County to institute Waste Pro recycling rewards program, 2010.

- First solid waste company in Florida to power a regional HQ (Sarasota) with solar power, 2010
- The first Florida solid waste & recycling hauler to invest in Diesel/Electric Hybrid Trucks. These vehicles were delivered to our Brevard County and Sarasota/Bradenton markets, 2009.
- Acquisition of the St. Pete Recycling Solutions (SPRS), enabling us to expand recycling in the SW Florida marketplace, 2009.
- Instituted an indoor single stream recycling program at one of the world's busiest airports, Hartsfield-Jackson Atlanta Airport.
- Awarded the SMART (Successful, Management of Assets, Revenues and Teams) award by the Central Florida Chapter of the National Association for Corporate Growth, 2009.

Tab B

Performance

TAB B. Performance:

Waste Pro of Florida takes great pride in providing the best quality and reliable services to its customers in every municipality it services. With over ten million service opportunities provided monthly through our footprint, undoubtedly there will be circumstances that will be identified where specific bench marks that are not met occasionally. However; Waste Pro will always quickly and expeditiously work with municipalities in an encouraging engaging manner to rectify temporary short falls that may occur throughout a long and tenured partnership with municipalities. Although unfortunate and a shortfall from the excellent service performance standard 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 years (13) of years of excellent service history,

A. Jacksonville, County – Florida

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 partnership, 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.

B Leon County, Florida Residential Contract –

A) 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.

B) 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.

City of Coral Springs, Florida Residential Contract –

2015: Administrative fines for the year for delays in providing cart delivery and collection services. These primarily related to the failure to repair or deliver carts within a three-day window. The total fine was $10,850.

Tab C

Senior Management

TAB C. Senior Management

Waste Pro of Florida, Inc. has been a Florida corporation since January 5, 2001 (See Attached Florida Department of State Certification). Waste Pro of Florida, Inc. is a wholly owned subsidiary of Waste Pro USA, Inc. and is a Florida headquartered company out of Longwood Florida. Our local office operates from 3101 NW 16th Terrace Pompano Beach, Florida 33069

Our Executive management team is led by CEO John Jennings who has over 35 years' experience collecting solid Waste and Recycling in Florida. From 1992 to 1996, John was the CEO of Jennings Environmental Services, the largest private waste disposal company in Central Florida. In 1996, the company merged with USA Waste Services, Inc., now Waste Management, Inc., and John Jennings was named the Regional Vice President for the combined operations in Florida and the Caribbean. During that period, Mr. Jennings and his management team (key members that are currently with Waste Pro) had direct management responsibility for over 160 municipal contracts that serve 1.8 million residents and over 20,000 businesses.

As a current City of Hollywood Licensed (Current License provided) service provider throughout the City, Waste Pro has absorbed valuable details of what is required to collect Solid Waste and Recycling in in the City Hollywood. More importantly our intimate knowledge of all the cities alleyways, which covers over sixty percent (60%) of the service area, provides Waste Pro an advantage no other hauling company currently has.

Our Regional Vice President Russell Mackie, a true local expert, born, raised and current resident of north of Hollywood, brings a unique understanding of the community both from a professional level but most importantly a personal level which we believe is an advantage in field experience that will allow for Waste Pro to deliver the "Distinguishable Difference in Service" that your residents desire.

Waste Pro's knowledge of your alley ways, streets, customer needs, and unique service requirements and your current service provider of services that will undoubtedly reduce risks that other haulers will definitely face as they attempt to meet the extraordinarily high service demands of your residents. Waste Pro is ready to implement improvements that will deliver that "Distinguishable Difference in Service" we are known for.

Project Manager Russell Mackie-Regional Vice President,

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Email: Rmackie@wasteprousa.com
17302 Pines Blvd Pembroke Pines, Florida 33029
www.wasteprousa.com
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His major focus for the City of Hollywood contract will be:

- Overall Project Management
- Oversight of all Company Operations with the City
- Works with Waste Pro Division Manager and City Staff to achieve maximum Customer satisfaction
- Authorized Agent for the Company

A. Sixteen (16) 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 and recently Irma. Russell has been the Project Manager on all municipal contracts the Waste Pro Southeast Region has launched.

D. Russell focus on ensuring that Division Leadership and personnel ensure that key functions are completed in the City of Hollywood such as:

- **No Missed or Late set outs**
- **Servicing missed pickups as prescribed by the City of Hollywood**
- **Proper servicing of the Solid Waste , Recycling Yard Waste and Bulk materials**
- **All reporting measures are maintained and Followed**

Municipal Marketing Manager/Contract Specialist- Kenneth Rivera

Contact no. (954) 445-9214
Email: Krivera@wasteporusa.com
17302 Pines Blvd Pembroke Pines, Florida 33029
www.wasteprousa.com

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His major focus for City of Hollywood

- Maintain working relationship with the city and serve 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 complaint resolution as requested by municipal staff and elected officials.

A. Eight (8) Years with Waste Pro of Florida, Inc., 25 years of Waste Industry Experience.
B. College/ Political Science and Philosophy
C. Kenneth has worked in most areas of solid waste management. He has extensive knowledge of Customer Service Improvement and Operations which provides as a valuable asset to the City of Hollywood is well versed in daily operations.

Division Manager- Shawn Eiras

Contact no. (954) 899-9811 3101
Email: Seiras@wasteprousa.com
3101 NW 16th terrace Pompano Beach FL 33069
www.wasteprousa.com

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His major focus for the City of Hollywood contract will be:

- Oversees and manages all aspects of the hauling operations for the division in with strong focus on customer service delivery as required by the City of Hollywood and its service expectations
- Formulates, manages and monitors operating metrics while diagnosing and improving processes, procedures, operational and customer service performance as required by the City of Hollywood.
- Participates in hiring, developing, coaching and disciplining of front line employees (drivers and supervisors).
- Assists with the development, implementation and coordination of Safety programs.
- Monitors routing information to minimize missed collections and customer complaints.
  A. A recent addition to the Waste Pro Family 09/2017,
  B. Fifteen (15) years of experience in the collection, disposal, sales and management of solid waste and recycling services, Waste Industry training classes

C. Shawn is an expert in operational efficiencies and engages the workforce to ensure the best practices. His knowledge of safety awareness programs has resulted in avoiding injuries and accidents in the communities where Waste Pro operates. Shawn has successfully engaged with Cities and County agencies to ensure customer satisfaction. He is a leader in promoting green efforts with a specialization in methods to increase community recycling. Shawn will be responsible for the overall day to day operations in City of Hollywood. All Waste Pro personnel assigned to work in City of Hollywood will report to him.

Maintenance Manager-Enrique Cordero

Contact cell no. (954) 559-1909
Email: nequiles@wasteprousa.com
17302 Pines Blvd Pembroke Pines, Florida 33029

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Recent Hire (2017) **of** Waste Pro of Florida, Inc., With 25 years of Waste Industry Experience

His major focus for the City of Hollywood contract will be:

- Maintains an ongoing preventive/corrective maintenance program which sets the standard for service excellence.
- Education of driver responsibilities as it relates to DVIR's, operation of fleet vehicles, and basic CDL requirements.
- Verifies implementation of required DOT, OSHA, EPA regulations and monitors conformance as required on an ongoing basis. Coordinates efforts with local Safety, Corporate Safety and Regional Maintenance Manager.
- Maintains Fleet inventory/condition reporting, including out of service listing, matched to asset list.
- Responsible for implementation/monitoring of all fleet maintenance activities (e.g. Pre/Post pre-trip, safety lane, warranty recovery, tire standards, oil/lubricants, major component failure, and all new initiatives).
- Evaluates equipment performance and recommends modifications and/or alternate vendors based on maintenance/costing information.

Operations Manager- Bruce Allen

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Bruce will be accountable for the daily evaluation of the truck and manpower needs for the City of Hollywood 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. Ensure that service metrics as laid out and required by the City of Hollywood are met daily. 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 of the City of Hollywood. Responds to dispatch, city staff and customer 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. Check on and pick up late put outs or missed pick-ups to ensure they are serviced with in the required time as set out by the City of Hollywood standards. Talk to the driversto clarify any unique requirements and to make him/her aware of the situation for the same day's pickup. Interact with city government employees as needed.
- Perform route observations to ensure safety procedures are followed, ensure that Route Supervisors ride through the neighborhoods to ensure that all collections have been completed and all complaints have been addressed. 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.
- Ensure that all daily, weekly and monthly reporting required by the City of Hollywood
- Share "Decision Driving" techniques and ensures that employees adhere to and are knowledgeable of City of Hollywood Service guidelines and requirements and Waste Pro service and safety guidelines.

A. **One (1)** year with Waste Pro,
B. **Twenty (20)** Years of Solid Waste Industry Experience
C. Miami Tech

Regional Customer Service Manager- Shelly Noble

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17302 Pines Blvd Pembroke Pines, Florida 33029
www.wasteprousa.com

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Shelly is the Region Customer Service Manager who will be dedicated to the City of Fort Lauderdale on service related matters and reporting requirements.

Her major focus for the City of Hollywood contract will be:

- Insure all residential calls are addressed and resolved within 24-hour service period.
- Communicate with key City of Hollywood Personnel on all City related questions / concerns.
- Monitor and Manage all City of Hollywood Trac Ez entries and report progress reports on a daily, weekly and monthly basis.
- Coordinate special City Items such as illegal dump request, cart exchanges and deliveries

A. Twelve (12) Years with Waste Pro of Florida, Inc.
B. College / Business Administration, Finance
C. She has extensive experience in Contract Start-ups of all administration duties and data conversions. She has worked with Municipal staff employees during contract implementations, new process implementation.

Tab D

Route Supervisors

Tab. D Route Supervisors:

Waste Pro is committed to provide the City of Hollywood with two (2) route supervisors to provide daily support to both route drivers and City Staff. One Supervisor will be for solid waste and recycling service and the other would be for the yard waste and bulk collection service. However, they both will work together in tandem so that all aspects of the daily route coverages, customer response, customer complaints route observations and notifications are competed daily, timely and to the City of Hollywood's service requirements as prescribed in section 3 of the agreement. As such, below Waste Pro will be introducing the Route Supervisors and their roles,

Route Supervisor Hopeton Lewis, contact no. (754) 234-4213, 17302 Pembroke Pines Blvd Pembroke Pines, Florida Mr. Lewis is the current solid waste and recycling route supervisor. He has been with Waste Pro since July 2013. He industry experience spans over 20 years and has held critical operational roles throughout his career development. His understanding of the City of Hollywood's alley ways an d high expectations form the City residents, provides for less transition issues, quicker response times and overall a high level of customer satisfaction. His major focus for the City of Hollywood contract will be:

- Ensure drivers are aware of all pick up locations
- Ensure that all carts are returned without any obstructions to the resident
- Ensure that there is no mixing of any materials of solid waste and recycling
- Ensure that employees be polite and courteous and treat carts with due care when handling
- Ensure that litter and spillage is retrieved or not cause any spillage or litter
- Ensure that Cleanup is conducted as needed or at the direction of contract administrator
- Ensure that No miss or late set outs are evident by conducting ride through inspection daily of the service area
- Ensure that miss pickups are serviced per the city of Hollywood criteria and expectations
- Ensure recycling collection and carts are done with least amount of contamination as reasonable without service being delayed
- Ensure that all route issues are communicated to Coty of Hollywood contract administrator in a timely manner
- Establish and maintain a clean, safe work environment and ensure compliance with company policies. Reinforce daily safe work practices and assist with the delivery of weekly safety meetings
- Follow the routes to ensure that Waste Pro provides a Distinguishably Different level of service to customers. Respond 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

Route Supervisor Billy Pfenninger Contact no. (954) 444-7684, 17302 Pembroke Pines Blvd Pembroke Pines, Florida. Mr. Pfenninger is the current Route Supervisor for the City of Hollywood responsible for the collection of the yard waste, bulk, aka; Co-mingled collection services. In his years has held critical operational roles throughout his career development with Waste Pro. His understanding of the City of Hollywood's alley ways and high expectations form the City residents, provides for less transition issues, quicker response times and overall a high level of customer satisfaction. Mr. Pfenninger is a 4-year Waste Pro Employee. He brings with him an unprecedented ability to identify the specific details of any service area that no other haulers supervisors possess. His past experiences as a fire protection specialist in the US Military lends to Billy's ability to quickly identify issues resolve them and find a permanent solution so that they do not occur again. This level of precision details would elevate and satisfy City of Hollywood's service expectations.

His major focus for the City of Hollywood contract will be:

- Ensure that the crews use clean and sweep method when driving the service area
- Ensure that if yard waste is collected separately, that yard waste is clean and free of non-yard waste materials.
- Ensure that if customer does not set out the materials properly or above the prescribed limits, that proper notifications is provided to the customer and the City of Hollywood contract administrator.
- Ensure drivers are aware of all pick up locations
- Ensure that all carts are returned without any obstructions to the resident
- Ensure that there is no mixing of any materials of solid waste and recycling
- Ensure that employees be polite and courteous and treat carts with due care when handling
- Ensure that litter and spillage is retrieved or not cause any spillage or litter
- Ensure that Cleanup is conducted as needed or at the direction of contract administrator
- Ensure that No miss or late set outs are evident by conducting ride through inspection daily of the service area
- Ensure that miss pickups are serviced per the City of Hollywood criteria and expectations
- Ensure recycling collection and carts are done with least amount of contamination as reasonable without service being delayed
- Ensure that all route issues are communicated to City of Hollywood contract administrator in a timely manner
- Establish and maintain a clean, safe work environment and ensure compliance with company policies. Reinforce daily safe work practices and assist with the delivery of weekly safety meetings
- Follow the routes to ensure that Waste Pro provides a Distinguishably Different level of service to customers. Respond 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

Route Supervisor Heather-Sue Metcalf, Contact No. (954) 347-0217 17302 Pines Blvd Pembroke Pines, Florida 33029. Heather will be the City of Hollywood route Supervisor overseeing the service collections of all City of Hollywood's facilities, parks and all facilities requiring service under the City of Hollywood service area. A recent addition to Waste Pro on January 2017, Heather brings a wealth of managerial experience from the Fire Safety industry that allows for attention to detail and service delivery. Heathers responsibilities as the City of Hollywood's Commercial Supervisor is as follows

- Ensure drivers are aware of all pick up locations
- Ensure that all carts are returned without any obstructions to the resident
- Ensure that there is no mixing of any materials of solid waste and recycling
- Ensure that employees be polite and courteous and treat carts with due care when handling
- Ensure that litter and spillage is retrieved or not cause any spillage or litter
- Ensure that Cleanup is conducted as needed or at the direction of contract administrator
- Ensure that No miss or late set outs are evident by conducting ride through inspection daily of the service area
- Ensure that miss pickups are serviced per the city of Hollywood criteria and expectations
- Ensure recycling collection and carts are done with least amount of contamination as reasonable without service being delayed
- Ensure that all route issues are communicated to City of Hollywood contract administrator in a timely manner
- Establish and maintain a clean, safe work environment and ensure compliance with company policies. Reinforce daily safe work practices and assist with the delivery of weekly safety meetings
- Follow the routes to ensure that Waste Pro provides a Distinguishably Different level of service to customers. Respond 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

Cart Delivery / Maintenance Supervisor Christopher O'Neal

Christopher O'Neal is one of many Waste Pro success stories with in our Company. Chris began his career with Waste Pro in December of 2011 and has worked as a residential solid waste, recycle and comingle helper since he has been hired in the City of Hollywood. In 2019, Chris was promoted the Cart Delivery supervisor with a strong concentration in the Coty of Hollywood because of his intimate knowledge of the community and alleyways the in the City. Chris 's responsibilities will include;

- Ensure that all cart deliveries are completed within the four days as required upon notification of deliver
- Ensure that all cart repairs are completed within the four days as required upon notification
- Ensure that all replacements are completed within the four days as required upon notification
- Ensure that sufficient cart inventory is maintained, and requirements are met
- Manage the asset management tracking system in coordination with the operations manager

Customer Service Supervisor, Magda Velasquez

contact no. (954) 967-4200. 17302 Pines Blvd Pembroke Pines, Florida 33029. Magda is a recent hire of Waste Pro January 2019, with over 12 years of customer service experience. Magda is a high-powered Customer Service Supervisor who effectively motivates associates through continual bilingual guidance, direction, development and coaching. Customer Service Supervisor who specializes in quality service, customer retention, productivity and team management. As the Supervisor of our customer service department, Magda's responsibility will include;

- Customer Complaints be handled in a prompt and efficient manner
- Ensure the Waste Pro Customer Service department is operating at maximum efficiency during the working hours of 6:00 am to 5:00 pm
- Ensure that all calls are entered into our Trac Ez system
- Ensure that call backs are made as needed one time prior to 5:00pm of the day of the call
- Ensure that tracking and reporting are maintained with accuracy and provide timely reporting to the City of Hollywood as requested.
- Ensure that field communications with Route Supervisors include important route updates so that the Customer Service representatives on the phone have the most up to date information

Tab E

Customer Service

Tab E. Customer Service

Waste Pro is committed to be 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 Pembroke Pines Customer Service Center. Our Customer Service Staff is prepared to manage Creole, English and Spanish speaking customers. A non-toll telephone service line will be available for the City residents and businesses to contact Waste Pro. The telephone service will be staffed from 6:00 a.m. to 5:00 p.m. Monday through Friday and 8:00 a.m. -12:00 pm. on Saturday. Supervisory staff will be available 24 hours daily by cell phone.

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

Complaints, Missed Collection and Compliments Requests

During regular business hours we always have "real **LOCAL** 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 to activate. All calls left on our voice mail system are answered and recorded no later than 9:00 am the following business day. When we receive a call, no matter the nature, our customer service representatives will handle the call from start to finish. If the matter needs additional or special attention any of our management staff is available and happy to assist. We want to leave the customer feeling that their problem has been solved and that it will not recur. We welcome our customers to call or email us at any time for any concerns or suggestions they may have.

- All complaints, compliments or requests are logged into our computer system and attached to the customer account by our customer service reps.

- If the collection of any Residential Service Unit is reported missed during the regular route collection, Waste Pro will ensure that the missed collection will be picked up on the same day if notification was received by Waste Pro from the City, residents by 12:00 p.m. Any reported misses after 12:00 pm will be handled the

next work day before 12:00 p.m., however we always try to address and resolve issues of this nature on the same day.

- Waste Pro will be responsible for cleaning up any 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 smart phones so that all communications are in real time. This system allows us to immediately resolve any concerns that our customers may have.

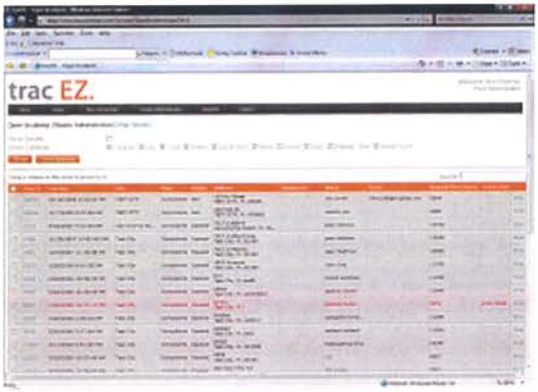
- Call backs shall be attempted at a minimum one time 5:00 pm on the day of the call, with subsequent three attempts with in the 24-hour time frame.

trac EZ.

TRAC EZ-Waste Pro's method to 100% complaint resolution within 24 hours

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

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 **TRAC-EZ** within two hours after the office opens the next operating day.



Because all parties have access to this online program, residents, City of 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.tracezonline.com website. This site allows the City Staff and Waste Pro supervisors to track any issues from the time they are registered to the time they are resolved.

- We can provide the City with customized reports for all issues and they will have full access to our tracking system through TRAC EZ. 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".

Category Incident	2013	2014	2015	2016	2017	Total
Waste Administration - Compliments for Pembroke Pines	2	0	2	2	1	7
Waste Administration - Compliments for Waste Pro	5	2	4	12	3	26
Waste Administration - Driver / Supervisor Call In	0	0	0	32	79	111
Waste Administration - Missed Pick Up - Bulk / Yard Waste	104	205	350	519	210	1388
Waste Administration - Missed Pick Up - Commercial	2	0	10	8	5	25
Waste Administration - Missed Pick Up - Recycling	129	108	123	188	130	678
Waste Administration - Missed Pick Up - Residential	131	131	216	272	327	1077
Waste Administration - Scattered Bulk Garbage From Truck	0	1	2	2	6	11
Waste Administration - Scattered Garbage From Truck	4	4	10	5	24	47
Waste Administration - Service Reminder	0	0	0	0	117	117
Waste Administration - Special Pick Up - Bulk / Yard Waste	1	1	13	22	19	56
Waste Administration - Suggestions	2	1	1	4	0	8
Totals	380	453	731	1066	921	3544

- We track our customer service history and have the ability to attach pictures to the customer's account. The City would also have access to these photos.

Third Eye System-Cameras (Drive-Cam) & GPS System

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

GPS vehicle tracking for collection vehicles provides real-time and historical information, allowing the garbage/recycling residents 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 on all its vehicles. The City of Hollywood service vehicles would be equipped with this equipment and the residents and City staff would realize the benefits of this system.

The program features are:

- 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 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 the City of Hollywood residents.

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

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

The vision of Waste Pro is to be the leader in solid-waste management by exploring and utilizing new collection methods and technologies for greater cost effectiveness and operating efficiencies without sacrificing service to our customers. To appreciate, understand and respect the needs of our customers is always paramount. Waste Pro is and will continue to be the "Distinguishable Difference" in the solid waste and recycling collection and disposal industry.

Tab F

Operations Plan

Tab F. Operations Plan

Waste Pro understands the importance of transitioning the services in a seamless and orderly fashion. To offer the City the best service rates possible we are proposing to make service route day changes. Based on the Six (6) possible service options that the City of Hollywood has requested in this RFP and NO FRIDAY collection in certain areas of the city, Waste Pro proposes a complete re-route of the City Hollywood' service area to comply with the City of Hollywood's request

Option 1 A-C Solid Waste & Recycling & Yard Waste Proposed

This option requires that Solid Waste and Recycle Services be service 1x a week. The general area of what this new service area would look in the map. The service borders generally are as follows. **Keep in Mind that these are subject to changes based on the all routes being equally created and serves as a general illustration purpose** Should Waste Pro be awarded the contract, Waste Pro and staff will work in making these areas permanent through collaborative effort between Waste Pro and City Staff.

- **Monday garbage, recycling service and Yard Waste Collection Griffin Road south to North of Taft Street, West of N park road west to 72nd ave and David road ext. and west of Anglers ave**

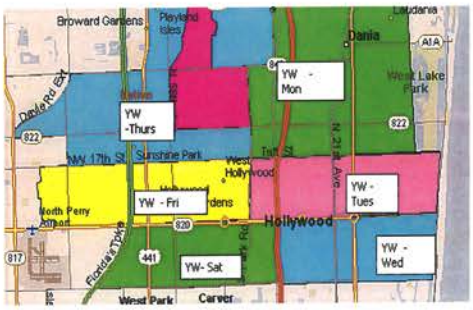
- **Tuesday garbage, recycling service and Yard Waste collection south side of Taft street to north side of Hollywood Blvd, from N Park Road west to NW 76 terrace**

- **Wednesday garbage, recycling service and Yard Waste collection South of Hollywood Blvd to Pembroke Road, West of Interstate 95 to east of the turnpike**

- **Thursday garbage, recycling service and Yard Waste collection South of Griffin road south to Taft street, East of N park road to the beach area**

- **Friday garbage, recycling service and Yard Waste collect ion South of Taft Blvd to North Side of Hollywood Blvd, East of Park Road to Beach side**

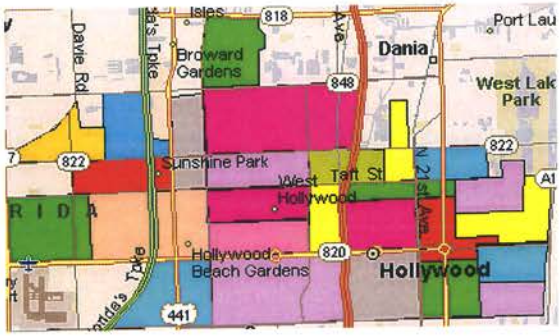
- **Saturday garbage, recycling service and Yard Waste collection East of interstate 95 south of Hollywood Blvd to Pembroke road, east of interstate 95 to Beach side.**



Bulk one (1) time per month Proposed

The routing for Bulk one (1) time a month will be such that the entire City will be divided into 24 Routed areas and each area would be serviced monthly on of the days in the month. for example

- 1st Monday ,2nd Monday ,3rd Monday, 4th Monday
- 1st Tuesday, 2nd Tuesday, 3rd Tuesday, 4th Tuesday
- 1st Wednesday, 2nd Wednesday, 3rd Wednesday, 4th Wednesday
- Thursday, 4th Thursday
- 1st Friday, 2nd Friday, 3rd Friday, 4th Friday
- 1st Saturday 2md Saturday, 3rd Saturday, 4th Saturday



Option 1 C would be solid waste and recycling only service areas and as described above.

This routing sequence as described in the weekly yard waste collection above can also be used for the Comingle option 1B (bulk and yard waste collection) option

Options 2 A-C

This option requires that Solid Waste and Recycle Services be service be, twice (2) a week solid waste and 1x a week for recycling. The general area of what this new service area would look in the map. The service borders generally are as follows. **Keep in Mind that these are subject to changes based on the all routes being equally created and serves as a general illustration purpose** Should Waste Pro be awarded the contract, Waste Pro and staff will work in making these areas permanent through collaborative effort between Waste Pro and City Staff

Solid Waste Collection Service area proposed

- Monday/Thursday
  - South of griffin road to North side of Taft Street, from Davie Rd ext. and 72nd ave to beach side
- Tuesday / Friday
  - South side of Taft st to Hollywood Blvd, from NW 76ter to beach side
- Wednesday / Saturday
  - South side of Hollywood Blvd to Pembroke road, east of turnpike to beach side

Recycling service area proposed:

- **Monday recycling service collection Stirling Road south to North of Taft Street, West of N park road and west of anglers dr. west to 72nd ave and David road ext.**

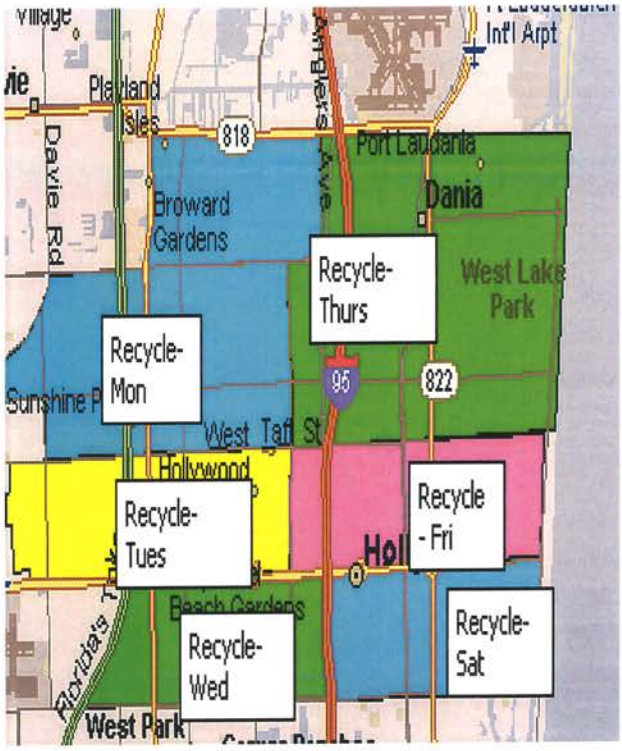
- **Tuesday recycling service south side of Taft street to north side of Hollywood Blvd, from N Park Road west to NW 76 terrace**

- **Wednesday recycling service of Hollywood Blvd to Pembroke Road, West of Interstate 95 to east of the turnpike**

- **Thursday recycling service collection South of Griffin road south to Taft street, East of N park road to the beach area**

- **Friday recycling service / South of Taft Blvd to North Side of Hollywood Blvd, East of Park Road to Beach side**

- **Saturday recycling service East of interstate 95 south of Hollywood Blvd to Pembroke road, east of interstate 95 to Beach side**



Yard Waste service area proposed

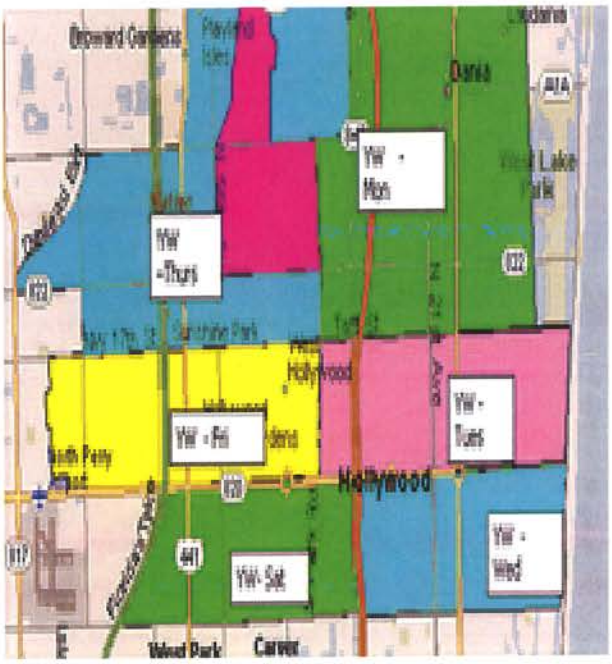
- **Monday yard waste service collection Stirling Road south to North of Taft Street, West of N park road and west of anglers dr. west to 72nd ave and David road ext.**

- **Tuesday yard waste service south side of Taft street to north side of Hollywood Blvd, from N Park Road west to NW 76 terrace**

- **Wednesday yard waste service of Hollywood Blvd to Pembroke Road, West of Interstate 95 to east of the turnpike**

- **Thursday yard Waste service collection South of Griffin road south to Taft street, East of N park road to the beach area**

- **Friday yard waste South of Taft Blvd to North Side of Hollywood Blvd, East of Park Road to Beach side**



- **Saturday recycling service East of interstate 95 south of Hollywood Blvd to Pembroke road, east of interstate 95 to Beach side**

Bulk one (1) time per month

The routing for Bulk one (1) time a month will be such that the entire City will be divided into 24 Routed areas and each area would be serviced monthly on of the days in the month. for example

- 1st Monday ,2nd Monday ,3rd Monday, 4th Monday
- 1st Tuesday, 2nd Tuesday, 3rd Tuesday, 4th Tuesday
- 1st Wednesday, 2nd Wednesday, 3rd Wednesday, 4th Wednesday
- Thursday, 4th Thursday
- 1st Friday, 2nd Friday, 3rd Friday, 4th Friday
- 1st Saturday 2md Saturday, 3rd Saturday, 4th Saturday

Option 2 C would be solid waste and recycling only service areas and as described above.

This routing sequence as described in the weekly yard waste collection above can also be used for the Comingle option 2B (bulk and yard waste collection) option

Keep in Mind that these are subject to changes based on the all routes being equally created and is for general illustration purpose, Once the contract is awarded to Waste Pro we will call in our Corporate Routing Specialist to begin the process by loading all information in to our routing software.

Our primary routing software is Route Smart which is the leading routing software in the USA, the system will generate the number of routes needed to complete the task using an average service time together with travel time and tonnage, this will provide total time and mileage.

The second step is sequence, the software will calculate the most efficient solution considering the operations yard or starting point, customers and landfill, when the truck reached the weight capacity. Turn by turn directions will direct the truck to the landfill and returning to the most efficient re-start point using right hand routing. The cartography and shape files play an important part on internal and external communications (attachment included), we're able to create different types of service maps which many cities display on their websites to let customers know their service day.

EDUCATIONAL SERVICES

Waste Pro has a long-standing reputation of facilitating a smooth transition for residents when service levels and technologies change. Partnerships with City of 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 the City of Hollywood Staff and their communication specialist to provide links to web site pages on our home website page, for ease of reference. Additionally, Waste Pro will provide a formal introduction of services via direct mailers to each household in the service area to ensure accuracy of service and customer information. These mailers can be returned to our office or completed online via our website. Specialized Community/Customer Information pages will be created to assist City of Hollywood disseminating new service information.

Transition Pan

A "Transition Team" will be assembled to complete all steps necessary for a successful startup. A representative from each of Waste Pro's areas of responsibility will be deployed to this team. The Division Manager Shawn Erias will be the Team Leader responsible for the team's success at meeting all deadlines for a smooth transition.

The team will meet weekly to discuss implementation tasks completed and progress on items not yet finalized. Waste Pro's lead representative Shawn will develop a meeting schedule (monthly or bi-weekly) to meet with City Staff for regular progress updates... All the Waste Pro personnel identified in Tab C and Tab D Senior Management and route Supervisors assigned to the City of this proposal will be involved in the transition process.

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

- A series of two flyers will be developed and delivered to residences for educational purposes.
- Six weeks prior to the start of the contract a post card will be mailed to each resident. This post card will notify them of changes in their service provider, provide telephone and website information for their use.
- One week prior to the start of services, a crew will be deployed to go door-to-door and place hangers on each residential unit. These hangers will identify the service dates for garbage, recycling and bulk waste collection. Providing this notification will ease the transition for solid waste collection changes.

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

Equipment:

As the current service provider of solid waste, recycling yard waste and bulk collections in the City of Hollywood has provided Waste Pro and extensive amount of experience and knowledge of all the Cities alleys and special service locations. This experience has shown us that the city would need a variety of collection vehicles of different sizes. No other hauler has this unique Perspective and knowledge of the Cities service needs. The following demonstrates proposed equipment for the City of Hollywood.

Pembroke Pines facility	Number of Trucks	Year Of Truck	
Solid waste and Recycling			
1. Garbage Residential Curbside-Carts	5	2019	Mack LRU633 New Way Body ,
2. Recycle Residential Curbside Carts	3	2019	Mack LRU633 New Way Body ,
3. Garbage residential Alley Service	7	2019	Mack rear load / heil body
4. Recycle residential Alley way service	2	2019	Mack rear load / heil body
Residential yard waste and Bulk			
1. yard waste bulk collection residential Alley service	4	2019	Mack rear load / heil body
2. yard waste bulk collection service Curbside	5	2019	Peterbilt 348 PacMac Clamshe
City Facility Service FEL			
Garbage	1	2019	Autocar ACX 64 EZ pack

Total of Twenty-Seven (27) Proposed Route Trucks / 4 spares

Service will be provided between the hours of 7:00 a.m. and 7:00 p.m. and will be completed with minimal amount of noise and disturbance. All solid waste and recycling carts will be collected and thoroughly emptied and returned to their original location prior to service. If any items placed at the curb and or alley way does not conform to collection standards, the resident will be notified via a non-collection Notice. This notice will identify the reason for non-collection and will provide a contact phone number for the resident to obtain additional collection information. All solid waste collection vehicles will have one CDL class A or B licensed driver and one helper.

All collection personnel will be full time employees and will always be in Company uniform. In addition, all collection personnel will receive comprehensive safety and operational training prior to working on vehicles.

Broward County Operations Center and Maintenance Facility

Waste Pro will service the City of Hollywood from our fully equipped operations center at 17302 Pines Blvd Pembroke Pines, Florida 33029. Waste Pro has been at this location for ten (10) years. This operating facility is located within 10 minutes away from City of Hollywood and will respond immediately to any service requests that occur. The garage is fully equipped with eight (8) truck maintenance service bays, a staff of nineteen (19) fully trained truck mechanics, two (2) maintenance supervisors and all equipment necessary to maintain a fleet of over one hundred and twenty (120) front line waste removal trucks and support vehicles.

Backup Facility

Waste Pro's Pompano Beach facility will serve as a back-up facility for vehicle and equipment maintenance. The Pompano Beach facility is equipped operations center at 3101 NW 16th Terrace, Pompano Beach, FL 33064. Waste Pro recently acquired this location in August of 2014. The operating facility is in Northwest Pompano Beach, near the main arteries of Powerline and Sample Roads. The garage is fully equipped with six (6) truck maintenance service bays, staff of four (4) fully trained truck mechanics (at current capacity); one (1) mechanics helper and all equipment necessary to maintain a fleet of over 60 front line waste removal trucks and support vehicles. This location also houses a dispatch operations center and administrative office.

Should there be any vehicles experiencing mechanical issues while servicing the City of Hollywood, the information will be communicated to City Staff via email, to document occurrence and provide updates to the repair. Should the repair take longer than standard repair times, Waste Pro will dispatch and provide additional assistance with other vehicles / spares and vehicles from surrounding Cities should the need arise.

Staff Members:

Waste Pro currently has a fully integrated staff to service the City of Hollywood as required the list is as follows

5 - Customer service reps to handle call volumes
1 - Customer Service Supervisor
3 - Route Supervisors
1- Operations Manage
1- Division Manager
26 - Drivers
13 - Helpers
19 – Mechanics

Tab G

Alley Collection

Tab G. Alley Collection

Waste Pro understands the importance of providing service in the city of Hollywood's area where alley way service is dominant. Being the current hauler with the most experience and knowledge of all the alley way nuances, Waste Pro over the years has learned that the best way to service these alley ways is to provide smaller vehicles that will be able to maneuver easily and successfully in the alley ways. These smaller Twenty-Five (25) cubic yard vehicles and sixteen (16) cubic yard vehicles are important and therefore essential to successful alley way service. As the only service provider with extensive recent and current experience with the City of Hollywood for their solid waste and recycling service and co-mingled service collection, our approach will focus on ensuring key metric milestones are met prior to the start of the new service contract. Below are some of those Milestones.

Residential Alley Collection

All residential single-family garbage carts that are places in the Alley will be serviced at the frequency the City of Hollywood's choosing **with seven (7) rear Load trucks ranging from Twenty-Five (25) Cubic yards to smaller sixteen (16) cubic yards rear-loaders specifically for Alley collection. All other vehicles for solid waste will be automated in nature for curbside service**

All solid waste placed in the Alley will be collected in the carts already in service and provided. Waste Pro will provide and replacement garbage carts as needed and new garbage carts for new residents.

Service will be provided between the hours of 7:00 a.m. and 7:00 p.m. and will be completed with minimal amount of noise and disturbance. All routes will be created in a manner that is focused on efficiency and optimal customer service as well as getting to the hard service areas at the appropriate time of day. All residential garbage routes will consist of 4 sections. Each section will be categorized **as Section A, Section B, Section C & Section D. Section A (start of the route)** will contain a specific starting point of the route with Section D representing end of the route

If any solid waste placed for alley collection does not conform to collection standards, the resident, City Staff, Waste Pro's Customer Service Department, field supervisors and Waste Pro Management will be notified. The residential notification of non-collection notice will be left at the home. All others will be notified via E-mail and the use of our Trac-Ez system. These notices will identify the reason for non-collection and will provide a contact phone number for the resident to obtain

additional collection information. All solid waste collection vehicles will have one CDL class A or B licensed driver. All collection personnel will be full time employees and will be in company uniform always.

Residential Alley Collection Recycling

All residential recycling carts placed in alley for collection will be serviced at one (1) time per week. All recycling materials placed at the curb will be collected in the carts already in service and provided by the City. Waste Pro will provide new account and replacement recycling carts as needed.

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The collection vehicles for this service will be a total of **(2) two high compaction Vehicles of twenty five (25) cubic yards vehicles with the remainder of the vehicles being S*ide* Load Automated Trucks for curbside collection**

Service will be provided between the hours of 7:00 a.m. and 7:00 p.m. and will be completed with minimal amount of noise and disturbance. All routes will be created in a manner that is focused on efficiency and optimal customer service as well as getting to the hard service areas at the appropriate time of day. All residential recycling routes will consist of 4 sections. Each section will be categorized **as Section A, Section B, Section C & Section D. Section A (start of the route)** will contain a specific starting point of the route with Section D representing end of the route

In the event the residents have additional materials such as corrugated boxes, newspaper contained in a paper bag, placed next to the City provided Recycling cart, will be collected as part of the recycling services following holidays. If any recycling placed at the curb does not conform to collection standards, the resident, City Staff, Waste Pro's Customer Service Department, field supervisors and Waste Pro Management will be notified. The residential notification of non-collection notice will be left at the home. All others will be notified via E-mail and the use of our Trac-Ez system. These notices will identify the reason for non-collection and will provide a contact phone number for the resident to obtain additional collection information. All recycling collection vehicles will have one CDL class A or B licensed driver. All collection personnel will be full time employees and will be in company uniform always. In addition, all collection

personnel will receive comprehensive safety and operational training prior to working on vehicles.

Yard Waste / Bulk Alley Collection

All residential Yard Waste / Bulk that is placed in the Alley will be serviced at the frequency the City of Hollywood's choosing.

All yard waste/ bulk placed in the Alley will be collected according to the City of Hollywood's prescribed method of collection.

Service will be provided between the hours of 7:00 a.m. and 7:00 p.m. and will be completed with minimal amount of noise and disturbance. All routes will be created in a manner that is focused on efficiency and optimal customer service as well as getting to the hard service areas at the appropriate time of day. All residential yard waste/bulk or comingled will consist of 4 sections. Each section will be categorized **as Section A, Section B, Section C & Section D. Section A (start of the route)** will contain a specific starting point of the route with Section D representing end of the route

Waste Pro understands the importance of providing service in the city of Hollywood's area where alley way service is dominant. Being the current hauler with the most experience and knowledge of all the alley way nuances, Waste Pro over the years has learned that the best way to service these alley ways is to provide smaller vehicles that will be able to maneuver easily and successfully in the alley ways. These smaller Twenty-Five (25) cubic yard vehicles are important and therefore essential to successful alley way service. As the only service provider with extensive recent and current experience with the City of Hollywood for their yard waste/bulk and co-mingled service collection, our approach will focus on ensuring key metric milestones are met prior to the start of the new service contract. Below are some of those Milestones

Residential yard waste/bulk or comingled alley collection service Trucks for this service are as follows:

- **Three (4) 25 cubic yard in size Rear load type vehicles**
-
- **Five (5)** Peterbilt 348 PacMac Clamshell 28CY

One (1) Spare from Waste Pro Equipment list

Tab H

Yard Was Bulk Waste Collection

TAB H. Yard Waste and Bulk Collection

Yard Waste and Bulk Collection

Waste Pro has been the yard waste and bulk collection service provider in the City of Hollywood for 10 years which brings an incredible unique perspective from all levels of services; from alley service , alleys that are called "T" Alleys, palm frond collections, beach side collection, and every special condition that exist in the City of Hollywood that **THAT NO OTHER HAULER** currently has.

That said, Waste Pro has also learned the need to use vehicles that are more conducive for alley way service, such smaller twenty-five (25) CY vehicles and similar vehicles for beach side services including curbside services.

In addition, Waste Pro provides services yard waste and bulk collection and comingled services in the following Cities:

- Pembroke Pines - approx. - 12,000 tons annually Bi-weekly service
- City of Miramar - approx. - 13,000 tons annually 1x a month service
- City of Coral Springs - approx.- 12,000 tons annually 1x a week service
- City of North Miami – approx. - 9,000 tons annually 1x a week service
- City of North Lauderdale – approx. - 6,000 tons annually 1x a week service
- SWA Palm Beach County Area 1 – approx. - 46,000 tons annually 1x week service

Waste Pro has extensive experience in providing Yard waste and Bulk collection at every service level like the City of Hollywood's request based on the price sheets in the RFP.

Depending on the level of service frequency the City of Hollywood ultimately chooses for its resident's yard waste and bulk collection service, the services will at a minimum be 1x a week. However, depending on the service option that the City of Hollywood chooses, Waste Pro will have a minimum of nine (9) vehicles and a maximum of eleven vehicles operating in the City of Hollywood to accommodate the service levels chosen. Waste Pro proposes to collect bulk and yard waste on one of the garbage collection service days. Waste Pro will communicate to all residents the proposed route day changes for all residential services.

Yard Waste / Bulk Residential Collection

Residential Single-Family Homes yard waste Collection -Curbside Trucks for this service are as follows:

- **Six (6) 2019** Ford F750 PacMac Clamshell 28 CY
- **Five (5) 2019** Mack 25 CY

With 2 spare vehicles.

Yard Waste and Bulk Collection service will be provided between the hours of 7:00 a.m. and 7:00 p.m. and will be completed with minimal amount of noise and disturbance. If any yard waste or bulk waste material has been placed incorrectly, Waste Pro will use the notification process outlined in the RFP and required by the City of Hollywood. This notice will identify the reason for non-collection and will provide a contact phone number for the resident to obtain additional collection information. All bulk collection vehicles will have one CDL class A or B licensed driver. All collection personnel will be full time employees and

Tab I

Support Garage

TAB I. Support Garage

Broward County Operations Center and Maintenance Facility

Waste Pro will service the City of Hollywood from our fully equipped operations center at 17302 Pines Blvd Pembroke Pines, Florida 33029. Waste Pro has been at this location for ten (10) years. This operating facility is located within 10 minutes away from City of Hollywood and will respond immediately to any service requests that occur. The garage is fully equipped with eight (8) truck maintenance service bays, a staff of nineteen (19) fully trained truck mechanics, two (2) maintenance supervisors and all equipment necessary to maintain a fleet of over one hundred and twenty (120) front line waste removal trucks and support vehicles.

Backup Facility

Waste Pro's Pompano Beach facility will serve as a back-up facility for vehicle and equipment maintenance. The Pompano Beach facility is equipped operations center at 3101 NW 16th Terrace, Pompano Beach, FL 33064. Waste Pro recently acquired this location in August of 2014. The operating facility is in Northwest Pompano Beach, near the main arteries of Powerline and Sample Roads. The garage is fully equipped with six (6) truck maintenance service bays, staff of four (4) fully trained truck mechanics (at current capacity); one (1) mechanics helper and all equipment necessary to maintain a fleet of over 60 front line waste removal trucks and support vehicles. This location also houses a dispatch operations center and administrative office.

Additional Operations Facilities

Waste Pro has 73 operations facilities in the Southeastern United Sates. These facilities will provide back-up equipment and service as needed for our local Broward County Operations Center. During hurricane and tropical storm clean-up these facilities will be called upon for equipment and manpower support.

At Waste Pro, we clearly recognize it is our dedicated employees who make us the leaders in the industry. Employees from all backgrounds bring excellent skills and new ideas to their jobs, and we value our talented team. That is why to manage these Garages, we have hired the top maintenance managers in the industry.

Maintenance Managers
Nelson Quiles & David Kutschinski

Recent additions to the Waste Pro Family 06/2017 and 04/2015, with sixty-three (63) years of experience in the solid waste maintenance industry combined. These Maintenance Manager plans, organizes and supervises the Division's maintenance staff and functions. This management position holds responsible for overall fleet/equipment support and associated maintenance processes that include inspection, repair, pre/post servicing, vehicle distribution, quality assurance Below will be just a few responsibilities that out maintenance manager would be responsible for relating to service of vehicles in the City of Hollywood

- Maintains an ongoing preventive/corrective maintenance program which sets the standard for service excellence
- Provides hands-on maintenance assistance as needed
- Reviews status reports including road calls, breakdowns, parts inventory, repairs, and safety performance

- Responsible for implementation/monitoring of all fleet maintenance activities (e.g. Pre/Post pre-trip, safety lane, warranty recovery, tire standards, oil/lubricants, major component failure
- Analyze service issues related to fleet maintenance and performs root cause analysis, recommends remediation methodologies and escalates

- Full Compliance on all Preventative Maintenance Measures with strong focus on Hydraulic hoses.
- Manages/Monitor Pre/Post trip lanes to ensure potential repairs

are identified before failure occurs

- Waste Pro adapted a proactive hydraulic hoses replacement schedule verifying hydraulic systems are properly functioning to ensure safety, spill prevention, and environmental protection against failed hydraulic systems or hoses therefore reducing hose failure over 65-70%

55

- Hose replacement schedule has been determined based on industry experience of hose failures listed below by type of vehicle and individual cylinder's hoses. Cylinder hoses with high hoses daily usage being replaced every two (2) years.
- Verifying PSI pressure of hydraulic system not to exceed manufacture specification of 2,250 PSI at a minimal every 200 hour.
- Standardize quality of hydraulic fittings and hoses (2 and 4 wire hose based on usage).
- Training maintenance technicians on to properly inspect hydraulic systems and to crimp and cut hoses. Crimping machines to be certified annually by manufactory for effectiveness.

Tab J

Recycling Incentive Program

CITY OF Hollywood FLORIDA

WASTE PRO
Caring For Our Communities

A proposal for Waste Pro, from Rewards for Recycling LLC, for the city of Hollywood, FL. The following shall be interpreted as a proposal for the required recycling incentive program for Hollywood, FL Solicitation F 4609 19 PB.

Waste Pro Rewards

Attention: Mr. Kenneth Rivera
From: Mr. Ric Rubio

March 18, 2019

58

Brief History:

Waste Pro Rewards is our signature recycling incentive program that has been utilized since 2013 in some of our most green communities. We have provided this exclusive incentive program to over 125,000 of our customers' households. The program was designed and constructed with our partner, Rewards for Recycling LLC. The communities that utilize our program have seen significant increases in recycling household participation and volumes collected. Waste Pro Rewards is designed to be economical, easy to use, reinforce the importance of environmental sustainability and provide great incentives to residents to stay diligent with their recycling efforts.

Program Function:

Waste Pro Rewards utilizes RFID scanning and tracking for each household. The recycling containers that are provided to residents in the City of Hollywood, FL are equipped with RFID sensors. Those sensors are matched to an address, and when a resident creates their account at wasteprorewards.com, they are matched to that address. Our recycling collection vehicles are equipped with RFID scanners/readers and will record each time a recycling container is tipped or unloaded into one of our collection vehicles. The data that is collected throughout the route is transferred via Bluetooth when the truck returns to our facility. That data is then downloaded and each household that has created a Waste Pro Rewards account will receive credit for their recycling efforts.

Our program could immediately provide savings offers to over 200 local businesses that are located within 5 miles of the 33020 zip code. These offers would be eligible to Hollywood residents that meet the criteria set by city officials and Waste Pro; typically, we use a 50% activity threshold to be eligible for all savings offers.

Program Launch:

Our Waste Pro Rewards program will provide some form of direct communication to each household address. This is typically a "New Program in Your Area" or a "Save the Date" notification that explains what the program is and how to start enjoying the benefits of it. We also work closely with the local media outlets to promote the upcoming program and inform residents about the new citywide program. These communications will also educational materials on what can and cannot be recycled, what happens to their recycling materials, the benefits to the environment and their city from recycling and a service calendar.

Program Information and Promotions:

Many times, new community programs start with great enthusiasm and energy, but don't continue to put the necessary continued efforts into the program. We strongly encourage each community that utilizes the Waste Pro Rewards program to adhere to a schedule of continued promotions, marketing and educating. Some of our efforts include quarterly prizes to randomly selected program participants for their efforts, media placements with educational and program information and an end of the year grand prize giveaway. We also have a full staff of graphic designers, print shops and media production department that can create, produce and distribute any form of outreach that is desired.

Example of Success:

The Waste Pro Rewards Program has generated significant results within active communities.

Every partner community has seen incremental growth in the following areas:

- Household Participation
- Recycling Diversion Volume
- Resident Program Members

In addition, active communities have seen consistent growth in the number of registered program members, often making the Waste Pro Rewards website the highest rated website in the community. Resident members have experienced real savings through the program rewards, often generating **$250-$350** per HH in received value each year.

Sample Community Results:

The Waste Pro Rewards program is currently active in Palm Coast, Florida. Since its launch, the program has delivered substantial results.

- Household Recycling Participation up 83%
- Volume of Recyclables collected up 115%
- Average Annual Value of Program Reward Savings $1,629,648
- 33.27% of entire community Active Program Members

Active Program Members are those registered residents that access the Waste Pro Rewards website on a regular basis. This provides a tremendous value to partner communities. The Waste Pro Rewards program can communicate important municipal information to resident members instantly and free of charge. In the case of Palm Coast, the Waste Pro Rewards site can communicate to over one third of the community at a moment's notice.

Municipalities see immediate results following the program launch period. With regular marketing and communication, active communities experience consistent growth in all areas throughout the life of the program. The WPR program has been active in Palm Coast for nearly 6 years and generates new resident members every month.

Program Approval:

Waste Pro will present a detailed description of the intended program, after discussion(s) with city representatives. The detailed description shall contain all pertinent information about the program, how it works, planned notification to residents, special equipment needed, marketing plan and any other program components that are required or requested. This detailed description will be delivered 60 days prior to service commencement, as stated in the bid specs.

Tab K

Licenses, Bid Forms, Etc.

City of Hollywood, Florida

PRIVATE CONTRACTOR GARBAGE AND RECYCLING COLLECTION PERMIT

(This permit must be posted in a conspicuous place)

Date Issued: October 1, 2018

Expires: September 30, 2019

Name of Company: Waste Pro

Address: 2101 W. State Road 434, Ste.#315

City: Longwood State FL Zip 32779

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.

Charles Lassiter
Interim Assistant Director of Public Works

63

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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

VALID OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

DBA:
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	Machines	Professionals
		30		

	For Vending Business Only					
	Number of Machines:			Vending Type:		
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

WASTE PRO
17302 PINES BLVD
PEMBROKE PINES FL 33029

CITY OF PEMBROKE PINES
601 CITY CENTER WAY, LBTR-4TH FLOOR
PEMBROKE PINES, FL 33025

LOCAL BUSINESS TAX RECEIPT

ACCOUNT-NO: 20080902/01
RECEIPT-NO: 183197

RECEIPT-YEAR: OCTOBER 1, 2018 thru SEPTEMBER 30, 2019

NOTICE
In the event the business to which this receipt was issued changes hands, the receipt will become null and void. An application for a new receipt must be made.

BUS-NAME : WASTE PRO
BUS-ADDR : 17302 PINES BLVD
PEMBROKE PINES FL 33029

BUS-DESCR : TRUCK STORAGE/ADMINISTRATIVE OFFICE

RECEIPT-TYPE: REGULAR LICENSE

BUSINESS-CLASSIFICATION		INV/UNITS	EFFECTIVE	PERMIT-NUMBER/COMMENTS	RCT-TYPE
ADMSER	ADMINISTRATIVE SERVICES	0	10/01/2018		P/Pines
SIGN	BUSINESS SIGN	1	10/01/2018		P/Pines
STO	STORAGE - BONDED WAREHOUSES OR ROOMS	0	10/01/2018		P/Pines

JOIN US — PROGRESS WITH US

64

Supplier Response Form

ACKNOWLEDGMENT AND SIGNATURE PAGE

Submitted on Bid Sync

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 c Federal Tax Identification Number: 59-3701785

If Corporation - Date Incorporated/Organized: 01/05/2001

State Incorporated/Organized: Florida

Company Operating Address: 17302 Pines Blvd

City Pembroke Pines State fl Zip Code 33029

Remittance Address (if different from ordering address):

City State Zip Code

Company Contact Person: Kenneth Rivera Email Address: krivera@wasteprousa.com

Phone Number (include area code): 954-445-9214 Fax Number (include area code): 954-241-4489

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 03/08/2019

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 4609 19 PB Title: Solid Waste Collections and Bulk Yard Waste Processing

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

Please enter your password below and click Save to update your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:
1) Click Take Exception.
2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **krivera@wasteprousa.com**

Password [ ] *

Save Take Exception Close

* Required fields

Supplier Response Form

City of Hollywood, Florida
Solicitation # F 4609 19 PB

Issue Date 11/08/2016

SUBMISSION

Proposal Due Date: Mar 25, 2019 3:00:00 PM EDT

Submitted In Bid Sync 4/11/19

How to submit bids/proposals: Vendor's solicitation response must be submitted electronically through BidSync, the City's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The City will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

Important Notice:

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and bidders relying on other information do so at their own risk.

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

Please enter your password below and click Save to update your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:
1) Click Take Exception.
2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **krivera@wasteprousa.com**

Password [ ] *

Save Take Exception Close

* Required fields

67

Supplier Response Form

City of Hollywood, Florida
IFB # F 4609 19 PB

Issue Date

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 Suppler.

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: Paul Bassar
City of Hollywood
Attention: Paul Bassar
Phone: 954-921-3628
Fax:
E-mail: pbassar@hollywoodfl.org

and,

To the Contract Compliance Officer:
Paul A. Bassar
Office of the City Manager
P.O. Box 229045
Hollywood, FL 33022-9045
Phone: (954) 921-3628 Fax: (954) 921-3086
Email: pbassar@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 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, 954-921-3628.

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 pbassar@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 responsible responsive 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

80

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 bidl. 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, lists of pre-bid conference attendees 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 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.

87

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.

Please enter your password below and click Save to update your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:
1) Click Take Exception.
2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **krivera@wasteprousa.com**

Password

Save Take Exception Close

* Required fields

95

Supplier Response Form

CITY OF Hollywood FLORIDA

Submitted on Bid Sync.

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 4609 19 PB Title: Solid Waste Collections and Bulk Yard Waste Processing

Please enter your password below and click Save to update your response.
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Username **krivera@wasteprousa.com**

96

Password [ ] *

Save [Take Exception] [Close]

* Required fields

97

Supplier Response Form

CITY OF Hollywood 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:

Waster Pro of Florida Inc.
17302 Pines Blvd
Pembroke Pines, Florida 33029

Application Number and/or Project Name:

Bid/RFP/RFQ Number: F 4609 19 PB Title: Solid Wast

Applicant IRS/Vendor Number: 59- 370 7185

Russell Mackie
*
Signature

Russell mackie
Printed Name

Waste Pro of Florida Inc
Name of Company

Regional Vice President
Title

Bid/RFP/RFQ Number: F 4609 19 PB Title: Solid Waste Collections and Bulk Yard Waste Processing

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

Please enter your password below and click Save to update your response.

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98

To take exception:

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By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **krivera@wasteprousa.com**

Password [ ] *

Save Take Exception Close

* Required fields

Supplier Response Form

CITY OF Hollywood FLORIDA

Submitted on Bid Sym.

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

Russell Mackie

Printed Name

Waste Pro of Florida Inc.

Name of Company

Regional Vice President

Title

Bid/RFP/RFQ Number: F 4609 19 PB Title: Solid Waste Collections and Bulk Yard Waste Processing

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

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To take exception:

100

1) Click Take Exception.
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3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **krivera@wasteprousa.com**

Password [ ] *

Save | Take Exception | Close

* Required fields

101

Supplier Response Form

CITY OF Hollywood 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 4609 19 PB Title: Solid Waste Collections and Bulk Yard Waste Processing

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

102

Supplier Response Form

CITY OF Hollywood 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

Russell Mackie

Printed Name

Waste Pro of Florida Inc.

Name of Company

Regional Vice President

Title

Bid/RFP/RFQ Number: F 4609 19 PB Title: Solid Waste Collections and Bulk Yard Waste Processing

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

Please enter your password below and click Save to update your response.

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Supplier Response Form

CITY OF Hollywood FLORIDA

NONCOLLUSION AFFIDAVIT

STATE OF: Florida

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

(1) He/she is Russell Mackie 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	Russell Mackie
* Signature	Printed Name
Waste Pro of Florida Inc.	regional Vice President
Name of Company	Title

Bid/RFP/RFQ Number: F 4609 19 PB Title: Solid Waste Collections and Bulk Yard Waste Processing

Supplier Response Form

CITY OF Hollywood FLORIDA

REFERENCES

F 4609 19 PB Solid Waste Collections and Bulk Yard Waste Processing

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 Port St Lucie		
Address:	450 SW Thornhill Dr.		
City, State, ZIP:	Port St. Lucie	**Phone Number:**	772-871-5163
Point of Contact:	Carmen Capezutto	**Fax Number:**	772-871-5163
Email:	CarmenC@Cityofpsl.com		
Explain How This Referenced Work Is Similar To This Request:	Waste Pro transitioned services in City of Port St. Lucie in 2006 from the		
Date service was provided:	10/2006 -present		

Company Name:	Palm Beach County SWA		
Address:	7501 N Jog road		
City, State, ZIP:	West Palm Beach Florida	**Phone Number:**	561-315-2010
Point of Contact:	John Archambo	**Fax Number:**	561-640-4000
Email:	jarcjambo@swa.org		
Explain How This Referenced Work Is Similar To This Request:	Waste Pro currently services hand pick up garbage service in cans and bags,		
Date service was provided:	2008 tp present		

Company Name:	City of Pembroke Pines		
Address:	8300 S palm Dr		
City, State, ZIP:	Pembroke Pines Florida	**Phone Number:**	954-450-6905
Point of Contact:	Rose Colombo	**Fax Number:**	
Email:	rcolombo@pppines.com		
Explain How This Referenced Work Is Similar To This Request:	In 2013 Waste Pro transitioned services in Pembroke Pines in 2013 from City		

105

Date service was provided: 2013 to present

Please enter your password below and click Save to update your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

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3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **krivera@wasteprousa.com**

Password *

Save Take Exception Close

* Required fields

Supplier Response Form

CITY OF Hollywood 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 WastePro 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, Florida 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 Statues, 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 Statues, 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.)

[XXXXX] Neither 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	Russell Mackie
* Signature	Printed Name
Waste Pro of Florida Inc.	Regional Vice President
Name of Company	Title

Bid/RFP/RFQ Number: F 4609 19 PB Title: Solid Waste Collections and Bulk Yard Waste Processing

Supplier Response Form

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

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)

Requester's name and address (optional)

Address (number, street, and apt. or suite no.)
2101 w sr 434

City, state, and ZIP code
longwood, florida, 32779

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.

Social security number

Employer identification number
59-3701785

Part II Certification

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

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 Here	**Signature of U.S. person** ▸	Russel Mackie	Date▸	11/14/2016

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

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 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.

2101 West SR 434 | Suite 301 | Longwood, FL 32779
T (407) 869-8800
F (407) 869-8884

March 12th, 2019

Paul Bassar
Contract Compliance Officer
City of Hollywood
2600 Hollywood Boulevard
Hollywood, FL 33020

RE: Bid# F-4609-19-PB Solid Waste Collections and Bulk Yard Waste Processing

Dear Mr. Bassar,

Waste Pro of Florida, Inc. is a financially stable company that has assets in excess of $286 million and generated $50 million in cash flows from operations in 2018. We have operated profitably since 2006 are profitable thus far in 2019. We have approximately $100 million of borrowing availability (with an additional capacity of $23 million should the borrowing base expand) through our $215 million revolving ABL credit facility, led by Wells Fargo. All of our debts are paid currently and I see no circumstances that would change that situation.

I can assure you that we have the necessary financial resources to honor all requirements of the City of Hollywood. We are not currently nor have we ever been involved in any bankruptcy proceedings. Should you have any questions regarding these matters, please feel free to contact me.

Sincerely,

Cort Sabina
Vice President & Chief Financial Officer
Waste Pro of Florida, Inc.

www.wasteprousa.com

WELLS FARGO

Wells Fargo Capital Finance
MAC J0149-030
100 Park Ave
14th Floor
New York, NY 10017

Tel: 212 840 2000

March 12, 2019

Paul Bassar
Contract Compliance Officer
City of Hollywood
2600 Hollywood Boulevard
Hollywood, FL 33020

RE: Bid# F-4609-19-PB Solid Waste Collections and Bulk Yard Waste Processing

Dear Mr. Bassar,

We have been advised that Waste Pro of Florida, Inc. ("the Company") is submitting a response to the Bid# F-4609-19-PB Solid Waste Collections and Bulk Yard Waste Processing. They have asked us to provide you with a letter which addresses the Company's financing for this process. Please use this letter for that purpose, noting however that, as customary in letters of this nature, no other parties can rely on this letter.

In that respect, we hereby advise you that, Waste Pro of Florida, Inc. (along with certain other of the Parent's subsidiaries) have been customers of Wells Fargo Bank, National Association (the "Bank") since 2014. The Bank currently serves as the administrative agent for a syndicate of lenders for the Parent's and its subsidiaries' $215.0 million senior revolving credit facility (the Senior Credit Facility"), of which approximately $100 million is available to borrow as of this date. Any borrowings under the Senior Credit Facility are subject to the satisfaction of certain conditions precedent to funding. If the conditions to funding are met, the Senior Credit Facility may be utilized for direct borrowing and issuance of standby letters of credit, with direct borrowings allowed to be used to finance the following: (i) permitted acquisitions; (ii) capital expenditures; (iii) working capital; and, (iv) other general corporate purposes. The current maturity date of Senior Credit Facility is May 2nd, 2022.

Should you have any questions, or require additional information on our relationship with Waste Pro USA, Inc. please do not hesitate to contact Cory Moore at: Tel: 212-545-4267, or email: Cory.R.Moore@wellsfargo.com.

Thank you for your time and consideration.

Sincerely,

Cory R. Moore
Assistant Vice President
Wells Fargo Bank, National Association
100 Park Ave, 14th Floor
New York, NY 10017

Together we'll go far

Tab L

Financial Capability, Bid Bond & COI,

Willis Towers Watson

Telephone: 404-302-3869
Fax: 404-224-5001
Website: www.willistowerswatson.com
E-mail: chaun.wilson@WillisTowersWatson.com

April 3, 2019

Waste Pro of Florida, Inc.
Attn: Kenneth Rivera
17302 Pines Boulevard
Pembroke Pines, FL 33029

RE: **Bid Bond for: Solicitation No. F 4609 19 PB – Solid Waste Collections and Bulk Yard Waste Processing**
Bid Date: 4/15/2019

We are pleased to provide the attached proposal documents which you requested. This bond letter has been executed based upon the information we received from your office.

Please note the documents must be signed by an authorized representative of your company and if applicable, sealed with the corporate seal. We urge you to check all documents, including signatures, dates, amounts, job description, Power of Attorney and any other attachments to avoid the possibility of having a low bid rejected. Additionally, please verify that the proposal letter attached meets the required specifications.

The Bid authorization is based upon your original estimates. If the amount exceeds this estimate by 10% or more, the bond must be reauthorized by the surety. Please contact us for additional authority.

Your proposal results are very important. Please send your proposal results to my email address shown above as soon as they are available.

Thank you for the opportunity to service your surety needs. Should you have any questions, please do not hesitate to contact me or any member of your Willis surety team.

Sincerely,

Chaun M. Wilson

Chaun M. Wilson

Willis Insurance Services of GA, Inc.
5 Concourse Pkwy, 18th Floor
Atlanta, GA 30328

April 3, 2019

RE: Waste Pro of Florida, Inc.
17302 Pines Boulevard
Pembroke Pines, FL 33029

Project: Solicitation No. F 4609 19 PB – Solid Waste Collections and Bulk Yard Waste Processing

To Whom ItMay Concern:

Waste Pro of Florida, Inc. (Waste Pro USA) is bonded by RLI Insurance Company. RLI Insurance Company maintains an "A+"/ XI rating with A.M. Best Company and has a U.S. Treasury listing of $69,343,000.

If Waste Pro of Florida, Inc. (Waste Pro USA) is the successful bidder on the above referenced project under consideration and requests that we provide a Performance Bond as security for the faithful performance of this contract, then we will be prepared to execute such bond subject to our normal underwriting.

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

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

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

Very truly yours,

RLI INSURANCE COMPANY

By: Chaun M Wilson

Chaun M. Wilson
Attorney-in-Fact

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

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Lisa Pless, Chaun M. Wilson, jointly or severally

in the City of Atlanta, State of Georgia its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 27th day of November, 2018.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 27th day of November, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 3rd day of April, 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson — Corporate Secretary

1024965020212

A0058817

RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: 309-692-1000 Fax: 309-683-1610

RLI Insurance Company

December 31, 2017

Admitted Assets

Investments:	
Fixed maturities	$ 726,425,539
Equity securities	909,076,741
Short-term investments	0
Real estate	30,737,849
Properties held to produce income	0
Cash on hand and on deposit	19,085,934
Other invested assets	27,547,981
Receivables for securities	701,886
Agents' balances	72,135,132
Investment income due and accrued	6,763,014
Funds held	0
Reinsurance recoverable on paid losses	5,945,781
Federal income taxes receivable	0
Net deferred tax asset	0
Guarantee funds receivable or on deposit	60,064
Electronic data processing equipment, net of depreciation	4,222,394
Receivable from affiliates	9,329,145
Other admitted assets	5,003,496
Total Admitted Assets	$ 1,817,034,956

Liabilities and Surplus

Liabilities:	
Reserve for unpaid losses and loss adjustment expenses	$ 542,522,964
Unearned premiums	240,260,847
Accrued expenses	47,884,457
Funds held	411,639
Advance premiums	6,607,102
Amounts withheld	79,749,934
Dividends declared and unpaid	21,769
Ceded reinsurance premium payable	11,642,583
Payable for securities	3,150,927
Statutory penalties	306,200
Current federal & foreign income taxes	1,158,071
Federal income tax payable	15,503,756
Borrowed money and accrued interest	61
Drafts outstanding	0
Payable to affiliate	1,057,036
Other liabilities	2,203,975
Total Liabilities	$ 952,481,321
Surplus:	
Common stock	$ 10,000,375
Additional paid-in capital	242,451,084
Unassigned surplus	612,102,176
Total Surplus	$ 864,553,635
Total Liabilities and Surplus	$ 1,817,034,956

State of Illinois
County of Peoria

*The undersigned, being duly sworn, says: That he is the President of **RLI Insurance Company**; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of _____ and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2017.*

Attest:

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

{ Corporate Seal Affixed }

Craig Kliethermes — President

Cherie L. Montgomery — Assistant Secretary

Sworn to before me this 23rd day of February, 2018.

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires May 26, 2020

{ Notarial Seal Affixed }

Gretchen L. Johnigk — *Notary Public, State of Illinois*

M0058318

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/13/2019

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

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

PRODUCER
Marsh USA Inc.
1560 Sawgrass Corporate Pkwy, Suite 300
Sunrise, FL 33323

CN105058554-All*-GAWUP-18-20

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

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Greenwich Insurance Company	22322
INSURER B : XL Insurance America, Inc.	24554
INSURER C : North American Elite Insurance Company	29700
INSURER D : XL Specialty Insurance Company	37885
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** ATL-004924383-01 **REVISION NUMBER:** 5

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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			GEC300138201	11/22/2018	11/22/2019	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	500,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			RAE943788401 SIR: $1,000,000	11/22/2018	11/22/2019	COMBINED SINGLE LIMIT (Ea accident)	$	2,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			UMB 2000589 02	11/22/2018	11/22/2019	EACH OCCURRENCE	$	1,000,000
							AGGREGATE	$	1,000,000
								$	
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	RWD300138001 (AOS)	11/22/2018	11/22/2019	X PER STATUTE OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
D	Workers Compensation			RWE943549701 (FL)	11/22/2018	11/22/2019	Employers Liability:		1,000,000
							SIR:		500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Bid #F 4609 19 PB Bid Title: Solid Waste Collections and Bulk Yard Waste Processing
City of Hollywood, Florida is/are included as additional insured where required by written contract with respect to general liability and auto liability. Umbrella is follow form of primary subject to policy terms, conditions and exclusions. General Liability is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions.
Contractual Liability applies to General Liability.

CERTIFICATE HOLDER

y of Hollywood, Florida
00 Hollywood Boulevard
Hollywood, FL 33021

CANCELLATION

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 of Marsh USA Inc.
Juan Hernandez *Juan Hernandez*

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: CN105058554
LOC #: Lauderdale

ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.	NAMED INSURED Waste Pro of Florida, Inc. 17302 Pines Blvd. Pembroke Pines, FL 33029
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Contractors Pollution Legal Liability – Job Site
Carrier: Indian Harbor Insurance Company
Policy Number: PEC004900302
Dates: 01/01/2019 – 01/01/2020
Limit: $2,000,000 Annual Aggregate
Self-Insured Retention: $25,000

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ENDORSEMENT #

This endorsement, effective 12:01 a.m., November 22, 2018 forms a part of

Policy No.RAE943788401 issued to WASTE PRO USA, INC.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Per the most current schedule maintained by Marsh USA, Inc. and furnished to AXA XL Insurance no less than 45 days prior to the effective date of cancellation.		30 Days

All other terms and conditions of the Policy remain unchanged.

© 2010 X.L. America, Inc. All Rights Reserved.
May not be copied without permission.

This endorsement, effective 12:01 a.m., November 22, 2018 forms a part of

Policy No. GEC3001382-01 issued to Waste Pro USA, Inc.

by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Name of Entity: Any person(s) or entity(ies) requiring by written contract that the Named Insured provide advanced written notice of cancellation. The person or entity must be listed on a spreadsheet from the broker that includes the person's or entity's name and a valid mailing address. This spreadsheet must be received by the company within five days of the company's request to the broker. Otherwise, the company will bear no liability or responsibility for such advanced written notice of cancellation.	The person or entity must be listed on a spreadsheet from the broker that includes the person's or entity's name and a valid mailing address.	30

All other terms and conditions of the Policy remain unchanged.

© 2010 X.L. America, Inc. All Rights Reserved.
May not be copied without permission.

ENDORSEMENT

This endorsement, effective 12:01 a.m., 11/22/2018 forms a part of

Policy No. RWD300138001 issued to Waste Pro USA, Inc.

by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Per the most current schedule maintained by Marsh USA Inc. and furnished to AXA XL Insurance no less than 45 days prior to effective date of cancellation		30

All other terms and conditions of the Policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy

Endorsement Effective 11/22/2018
Insured
Waste Pro USA, Inc.

Policy No.
RWD300138001

Endorsement No.
Premium Included

Insurance Company
XL Insurance America, Inc.

Countersigned by _____

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ENDORSEMENT #012

This endorsement, effective 12:01 a.m., 11/22/2018 forms a part of

Policy No. RWE943549701 issued to Waste Pro USA, Inc.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Per the most current schedule maintained by Marsh USA Inc. and furnished to AXA XL Insurance no less than 45 days prior to the effective date of cancellation.		30 Days

All other terms and conditions of the Policy remain unchanged.

IXI 405 0910

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Tab M

Pricing Forms

City of Hollywood, Florida

Bid# F-4609-19-PB

PRICE FORM A - RESIDENTIAL COLLECTION SERVICE

Bidders wishing to provide collection services must complete all pricing for all options in this table. Unit counts are for the purposes of this bid. Payment will be based on actual number of units billed for service.

	Option 1A		Option 1B		Option 1C		Option 2A		Option 2B		Option 2C	
	Collections/ unit/week	Bid Price	Collections/	Bid Price	Collections/	Bid Price	Collections/	Bid Price	Collections/	Bid Price	Collections/ unit/week	Bid Price
a Solid Waste ($/unit/month)	1	$9.99	1	$9.26	1	$9.62	2	$13.48	2	$13.12	2	$12.92
b Recyclables ($/unit/month)	1	$5.15	1	$5.15	1	$5.10	1	$5.15	1	$5.15	1	$5.10
c Yard Waste ($/unit/month)	1	$3.50	NA	NA	NA	NA	1	$3.50	NA	NA	NA	NA
d Bulk Waste ($/unit/month)	1	$3.50	NA	NA	NA	NA	1	$3.50	NA	NA	NA	NA
e Commingled Waste ($/unit/month)	NA	NA	1	$6.36	NA	NA	NA	NA	1	6.36	NA	NA
f **Total Bid Price ($/unit/month) (Sum of lines a-e)**		$22.14		20.77		$14.72		$25.63		$24.63		$18.02
g Estimated Number of Units		34,659		34,659		34,659		34,659		34,659		34,659
h **Annual Price (f x g x 12)**		$9,208,203.12		$8,638,409.16		$6,122,165.76		$10,659,722.0		$10,243,814		$7,494,662.16
i Special Collection Service (sum of lines k & l below)		$29,995.00		$29,995		$29,995.00		$29,995.00		$29,995.00		$29,995.00
j **Total Annual Price (h + i)**		$9,238,198.12		$8,668,404.16		$6,152,160.76		$10,689,717.00		$10,273,809		$7,524,657.16

Special Collection Service	Bid Price	Unit	Est. # of Units/Year	Total Annual Price
k Cart Service on Unscheduled Day	$9.99	$/pickup	500	$4,995.00
l Collection of Excess Yard, Bulk, or Commingled Waste	$25.00	$/cubic yard	1,000	$25,000.00

City of Hollywood, Florida

Bid# F-4609-19-PB

PRICE FORM B - YARD WASTE RECYCLING

Bidders wishing to provide Yard Waste processing, recycling, and disposal services must complete this form. Estimated tonnage is for the purposes of this bid. Payment will be based on actual tonnage delivered for processing by or on behalf of the City.

	Bid Price	Unit	Estimated # of Units/Year	Total Annual Price
Yard Waste received at Designated Receiving Facility	$34.00	tons	20,000	$680,000.00

City of Hollywood, Florida

Bid# F-4609-19-PB

PRICE FORM C - BULK WASTE PROCESSING AND DISPOSAL

Bidders wishing to provide Bulk Waste processing and disposal services must complete this form. Estimated tonnage is for the purposes of this bid. Payment will be based on actual tonnage delivered for processing by or on behalf of the City.

	Bid Price	Unit	Estimated # of Units/Year	Total Annual Price
Bulk Waste received at Designated Receiving Facility	$41.80	tons	5,000	$209,000.00

121

City of Hollywood, Florida

Bid# F-4609-19-PB

PRICE FORM D - COMMINGLED WASTE PROCESSING AND DISPOSAL

Bidders wishing to provide Commingled Waste processing and disposal services must complete this form. Estimated tonnage is for the purposes of this bid. Payment will be based on actual tonnage delivered for processing by or on behalf of the City.

	Bid Price	Unit	Estimated # of Units/Year	Total Annual Price
Commingled Waste received at Designated Receiving Facility	$41.80	tons	25,000	$1,045,000.00

City of Hollywood, Florida

Bid# F-4609-19-PB

PRICE FORM E – ALL SERVICES

Bidders wishing to provide all services included in this solicitation may provide pricing for all six options listed below but at a minimum must complete all pricing for either Options 1A, 1C, 2A, and 2C or Options 1B, 1C, 2B, and 2C..Unit counts are for the purposes of this bid. Payment will be based on actual number of units billed and tonnage delivered for processing.

	Option 1A		Option 1B		Option 1C		Option 2A		Option 2B		Option 2C	
	Collections/ unit/week	Bid Price	Collections/	Bid Price	Collections/	Bid Price	Collections/	Bid Price	Collections/	Bid Price	Collections/	Bid Price
a Solid Waste ($/unit/month)	1	$9.99	1	$9.26	1	$9.62	2	$13.48	2	$13.12	2	$12.92
b Recyclables ($/unit/month)	1	$5.15	1	$5.15	1	$5.10	1	$5.15	1	$5.15	1	$5.10
c Yard Waste ($/unit/month)	1	$3.50	NA	NA	NA	NA	1	$3.50	NA	NA	NA	NA
d Bulk Waste ($/unit/month)	1	$3.50	NA	NA	NA	NA	1	$3.50	NA	NA	NA	NA
e Commingled Waste ($/unit/month)	NA	NA	1	$6.36	NA	NA	NA	NA	1	$6.36	NA	NA
f **Total Bid Price ($/unit/month) (Sum of lines a-e)**		$22.14		$20.77		$14.72		$25.63		$24.63		$18.02
g Estimated Number of Units		34,659		34,659		34,659		34,659		34,659		34,659
h **Annual Price (f x g x 12)**		$9,208,203.17		$8,638,409.16		$6,122,165.76		$10,659,722.00		$10,243,814.00		$7,494,662.16
i Special Collection Service (sum of lines n & o below)		$29,995.00		$29,995.00		$29,995.00		$29,995.00		$29,995.00		$29,995.00
j Yard Waste Processing (line p below)		$680,000.00		NA		NA		$680,000.00		NA		NA
k Bulk Waste Processing & Disposal (line q below)		$209,000.00		NA		NA		$209,000.00		NA		NA
l Commingled Waste Processing & Disposal (line r below)		NA		$1,045,000.00		$1,045,000.00		NA		$1,045,000.00		$1,045,000.00
Total Annual Price m **(sum of lines h-l)**		$10,127,198.19		$9,713,404.16		$7,467,160.76		$11,578,717.00		$11,734,717.00		$8,569,657.16

	Special Collection Service	Bid Price	Unit	Est. # of Units/Year	Total Annual Price
n	Cart Service on Unscheduled Day	$9.99	$/pickup	500	$4,995.00
o	Collection of Excess Yard, Bulk, or Commingled Waste	$25.00	$/cubic yard	1,000	$25,000.00

	Processing & Disposal Service	Bid Price	Unit	Estimated # of Units/Year	Total Annual Price
p	Yard Waste received at Designated Receiving Facility	$34.00	tons	20,000	$680,000.00
q	Bulk Waste received at Designated Receiving Facility	$41.80	tons	5,000	$209,000.00
r	Commingled Waste received at Designated Receiving Facility	$41.80	tons	25,000	$1,045,000.00

Tab N

Disposal Option

Tab N: Disposal Options

As mentioned in our company introduction, Waste Pro currently services two hundred and thirty-five (235) municipal contracts which means that Waste Pro has Volume Leverage. Waste Pro disposes and hauls appropriately, Solid Waste, construction and demolition debris, recycling and bulk debris more than any other company in Florida. Municipalities such as Daytona Beach, Sanford, Orange County, Lake County, Seminole County, are just a few of the municipal originations that currently uses Waste Pro for all their disposal and collection needs.

Government references

1. City of Sanford, Emily McCabe Solid Waste Director 407-688-5089
2. City of Winter Park, Michelle Del Valle Assistant CM407-599-3236
3. Orange County, Jim Becker Solid Waste Director 407-836-6600
4. City of South Daytona Beach, Les Giles 386-322-3080
5. Seminole County 407-665-2260 Public Works Department

Included in this section are reference questionnaires that was provided to the References above by another Broward County Florida city with over 30,000 homes creating over 12,000 tons of yard waste and bulk a year

Disposal Locations

It is Waste Pro's intent to utilize all **LOCAL** and **Green** disposal facility in Broward County. As such, we have a network of facilities and master disposal agreements in place that would reward the City of Hollywood an opportunity to join our economies of scale. One of the facilities in our vast network is Coastal Waste and Recycling of Broward County, a state of the art facility located in Pompano Beach, Florida just a couple of miles from both major highways Interstate 95 and the Florida turnpike. This facility is fully licensed and in compliance with all Federal, State, and Local environmental rules and regulations with all their current license and permits in place. It is the intent of Waste Pro if the City of Hollywood awards the disposal portion of this solicitation to Waste Pro, to use Coastal Waste and Recycling of Broward County facility for all the yard waste, bulk, and co-mingled volumes collected in the City of Hollywood. As the City of Hollywood's current hauler for solid waste yard waste and bulk, Waste Pro has a unique and a very distinct advantage in providing disposal services and pricing to the City of Hollywood. First and foremost, the materials are already in our vehicles. Second, we know exactly how much volume the city generates down to the yearly generation for each home. Knowledge of this component, allows Waste Pro to negotiate a disposal rate that allows for maximum value to the City of Hollywood. Included in this section is Coastal Waste and Recycling of Broward County's plan on how materials will be handled.

REFERENCE QUESTIONNAIRE (Tab 5)

Reference For (Proposer's Name): Waste Pro of Florida, Inc.

Agency Giving Reference: City of South Daytona
Contact Person Name: Joseph W. Yarbrough - City Manager
Address: 1672 S. Ridgewood Ave., South Daytona, FL 32119
Telephone: (386) 322-3014
E-Mail: jyarbrough@southdaytona.org

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability to provide Solid Waste Disposal Services ?	✓	
2	How would you rate the experience and professionalism of the firm's staff?	✓	
3	How would you rate the accessibility and responsiveness of the firm's staff?	✓	
4	How would you rate the firm's success at keeping you updated and informed on the progression of the Solid Waste Disposal especially when special needs or issues arose?	✓	
5	How would you rate the firm's ability to complete the scope of work in a timely manner and within budget?	✓	
6	Would your agency use this firm to provide services again? (Circle One)	YES/ Satisfactory	NO/ Unsatisfactory

Additional Comments: The City has relied upon Waste Pro to work in concert with FEMA debris collectors and City crews after numerous hurricanes and find their response to be excellent.

Signature

City Manager
Title

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

REFERENCE QUESTIONNAIRE (Tab 5)

Reference For (Proposer's Name): Waste Pro of Florida, Inc.

Agency Giving Reference: Orange County Solid Waste
Contact Person Name: Marchelle Allen
Address: 5901 Young Pine Rd
Telephone: 407-836-6673
E-Mail: Marchelle.Allen@OCFL.Net

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability to provide Solid Waste Disposal Services ?	✓	
2	How would you rate the experience and professionalism of the firm's staff?	✓	
3	How would you rate the accessibility and responsiveness of the firm's staff?	✓	
4	How would you rate the firm's success at keeping you updated and informed on the progression of the Solid Waste Disposal especially when special needs or issues arose?	✓	
5	How would you rate the firm's ability to complete the scope of work in a timely manner and within budget?	✓	
6	Would your agency use this firm to provide services again? (Circle One)	YES/ Satisfactory	NO/ Unsatisfactory

Additional Comments:

Marchelle Allen
Signature

Utilities Section Manager
Title

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

REFERENCE QUESTIONNAIRE (Tab 5)

Reference For (Proposer's Name): Waste Pro of Florida, Inc.

Agency Giving Reference: CITY OF SANFORD
Contact Person Name: BILAL IFTIKHAR
Address: 300 N. PARK AV. SANFORD FL 32771
Telephone: 407 688 5080
E-Mail: Bilal.Iftikhar@sanfordfl.gov.

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability to provide Solid Waste Disposal Services ?	YES	
2	How would you rate the experience and professionalism of the firm's staff?	YES	
3	How would you rate the accessibility and responsiveness of the firm's staff?	YES	
4	How would you rate the firm's success at keeping you updated and informed on the progression of the Solid Waste Disposal especially when special needs or issues arose?	YES	
5	How would you rate the firm's ability to complete the scope of work in a timely manner and within budget?	YES	
6	Would your agency use this firm to provide services again? (Circle One)	YES/ Satisfactory	NO/ Unsatisfactory

Additional Comments:

Signature

DIRECTOR OF PUBLIC WORKS & UTILITIES
Title

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

REFERENCE QUESTIONNAIRE (Tab 5)

Reference For (Proposer's Name): Waste Pro of Florida, Inc.

Agency Giving Reference: St Lucie County
Contact Person Name: Ron Roberts
Address: 6120 Glades Cut Off Road
Telephone: 772-462-1631
E-Mail: Robertsron@stlucieco.org

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability to provide Solid Waste Disposal Services ?	X	
2	How would you rate the experience and professionalism of the firm's staff?	X	
3	How would you rate the accessibility and responsiveness of the firm's staff?	X	
4	How would you rate the firm's success at keeping you updated and informed on the progression of the Solid Waste Disposal especially when special needs or issues arose?	X	
5	How would you rate the firm's ability to complete the scope of work in a timely manner and within budget?	X	
6	Would your agency use this firm to provide services again? (Circle One)	YES/ X Satisfactory	NO/ Unsatisfactory

Additional Comments:

Signature

Public Utilities Director
Title

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"

DESIGNATED FACILITY - COASTAL FOUR

Coastal Waste & Recycling of Broward County, LLC

Operating Hours:
Monday thru Friday 6:00 am-6:00 pm
Saturday 6:00 am – 2:00 pm

Broward County Permits & Licenses - EXHIBIT 3 – pages 24-33

Coastal Designated Coordinator
Brendon Pantano 786-503-4266 bpantano@coastalwasteinc.com

COASTAL FOUR

The property, 1840 NW 33rd Street in Pompano Beach, FL 33064, includes four contiguous parcels occupying approximately 5.02 acres of land at 1840 NW 33rd Street, Pompano Beach, Florida. The Subject Property has an approximately 9,600 square-foot multi-use building (main building) located near the center of the Property. The property and adjacent properties located to the north, east, and west, are in an industrially-zoned area, corresponding to Zoning District I-1X ("Special Industrial"). The Subject Property is bound to the north by NW 33rd Street, to the east by an undeveloped plot of land, to the west by a multi-tenant industrial building, and to the south by an industrial and commercial businesses. The nearest residential area is approximately 1,000 feet to the east of the property.

Materials and Equipment

COASTAL FOUR will be equipped with Horizontal and/or Tub Style grinders. Grinding the material (mulching) provides size reduction and homogenizing of the materials creating a mulch product. This process serves 3 main purposes. **First**, reducing size allows for efficient transportation of the resulting mulch as a more tonnage can be loaded in the vehicle compared with the non-processed bulk vegetation. **Second**, the mulch has a greater surface area promoting the natural breakdown of material once land application occurs and accelerates the time frame to produce the desired result for soil enhancement. **Third,** when used in a landfill cover application the mulch will spread evenly and act in a similar manner as soil for daily and intermediate cover.

Typically, a Loader organizes the inbound bulk waste into a pile for active processing. The excavator loads the bulk waste into the grinder to produce the mulch. Either a loader or excavator can load out the mulch into 100-yard trailers for delivery to the beneficial reuse outlet. The transportation vehicles and 100-yard trailers are provided by a 3rd Party Vendor.

COASTAL FOUR will use and will have available equipment to accept, process and load out yard waste materials.

SEE EXHIBIT 3 for the following Licenses & Permits

- Broward County Environmental Engineering and Permitting Division
- EPGMD License Number: SW-WP02974-16-02
- FDEP Permit Number: 0349621-002-SO
- WACS I.D. Number: 103196

Material Recovery Facility that processes Class III solid waste (comingled bulk waste) , construction and demolition debris, and yard trash. This facility is within a 20-mile driving distance of the city limits.

The COASTAL FOUR facility is presently under construction and is not operational at the time of this bid submission. However, COASTAL FOUR will be fully operational by June of 2019.

This facility can and will accept the City's yard waste and bulk waste processing and recycled material by the City's projected start date of August 1, 2019.

Additionally, the design of the building itself has been certified to withstand a Category V hurricane. Please see Exhibit 5 certification from the design engineer that our COASTAL FOUR facility will withstand a category V hurricane.

COASTAL FOUR has no outstanding notices of violation, consent orders, warning notices or compliance issues whatsoever.

Equipment and Technologies

COASTAL FOUR Coastal Waste & Recycling of Broward County, LLC has on order equipment that features technologies that are paramount in the industry. This equipment processes bulk waste, yard waste, construction and demolition material and any other material that has subsequent aftermarket use or value (*referred to material that has known recycle value)*

Marketing Strategy for Recyclable Materials;

Coastal Waste and Recycling, Inc. operates two C&D bulk waste (Class III facilities) in Broward County and Martin County. We place a high goal to daily ***'Recycle and Reuse'***. We divert all bulk waste, yard waste and other recyclable products to creditable and reliable buyers of our recycled products.

Waste diversion recycling and reuse of all the City of Hollywood will be incorporated into Coastal outlets daily, maximizing its yard waste, bulk Waste & Recycling materials that will be put back into the stream of commerce.

Coastal will make its best efforts recycle as much as we can of the City's Yard & Bulk waste we will process, remove and rework the City's Recycling & Disposal volumes and put those materials back into the stream of commerce.

RESULTING MATERIALS

CONCRETE

METAL

WOOD

Yard Waste

Plastics

Cardboard

Environmental Protection and Growth Management Department
ENVIRONMENTAL ENGINEERING AND PERMITTING DIVISION
1 North University Drive, Mailbox 201, Plantation, Florida 33324 • 954-519-1483 • FAX 954-519-1412

January 24, 2019

NOTICE OF PERMIT

By-Email
BPANTANO@coastalwasteinc.com

In the Matter of an
Application for Permit by:

Coastal Waste & Recycling of Broward County, LLC
1700 NW 33 ST
Pompano Beach, FL 33064

Attention: Brendon J. Pantano, CEO

EPGMD License Number:	SW-WP02974-16-02
FDEP Permit Number:	0349621-002-SO
WACS I.D. Number:	103196

Enclosed is Permit Number 0349621-002-SO to continue operation of Coastal Waste & Recycling of Broward County, LLC, issued pursuant to section 403.061 (14) and 403.707, Florida Statutes.

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is filed in accordance with sections 120.569 and 120.57 of the Florida Statutes before the deadline for filing a petition. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative hearing in accordance with sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received) in the Broward County Environmental Engineering and Permitting Division (EEPD), One North University Drive, Planation, Florida 33324.

Petitions by the applicant or any of the parties listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by other persons must be filed within fourteen days of publication of the notice or receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.A.C., however, any person who asked the Department for notice of agency action may file a petition within fourteen days of receipt of such notice, regardless of the date of publication. The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Broward County Board of County Commissioners
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org

A petition that disputes the material facts on which the Department's action is based must contain the following information

(a) The name, address, and telephone number of each petitioner, the applicant's name and address, the Department File Number and the county in which the project is proposed;

(b) A statement of how and when each petitioner received notice of the Department's action or proposed action;

(c) A statement of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;

(d) A statement of all material facts disputed by petitioner or a statement that there are no disputed facts;

(e) A statement of the ultimate facts alleged, including a statement of the specific facts which the petitioner contends warrant reversal or modification of the Department's action or proposed action;

(f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and

(g) A statement of the relief sought by the petitioner, stating precisely the action the petitioner wants the Department to take with respect to the Department's action or proposed action.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by Rule 28-106.301, F.A.C.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice.

Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

In accordance with Section 120.573 of the Florida Statutes, the Department advises that mediation is not available in this case under the provision of that statutes. This does not prevent any interested parties from agreeing to other forms of alternate dispute resolution.

Any party to this order has the right to seek judicial review of it under Section 120.68, F.S., by filing a notice of appeal under Rule 9.110, Florida Rules of Appellate Procedure, with the clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this order is filed with the clerk of the Department.

Should you have any questions, please contact Alex Erlenbach of this office, telephone number (954)519-1402.

Coastal Waste & Recycling of Broward County, LLC
Brendon J. Pantano, CEO

EPGMD License Number: SW-WP02974-16-02
FDEP Permit Number: 0349621-002-SO
WACS I.D. Number: 103196

Executed in the City of Plantation, Florida.

BROWARD COUNTY
ENVIRONMENTAL ENGNEERING AND PERMITTING DIVISION

Digitally signed by DAVID VANLANDINGHAM
Date: 2019.01.24 10:05:36 -05'00'

David Vanlandingham, PE
Engineering Unit Supervisor

January 24, 2019
Date

CERTIFICATE OF SERVICE

This is to certify that this NOTICE OF PERMIT ISSUANCE and all copies were emailed before the close of business on January 24, 2019 to the listed persons.

FILING AND ACKNOWLEDGMENT: FILED, on this date, pursuant to §120.52, Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

aerlenbach@broward.org
Clerk

January 24, 2019
Date

Attachments: FDEP Permit Number 0349621-002-SO; SW-WP02974-16-02

ec:

Tor Bejnar, DEP/Tallahassee, Tor.Bejnar@dep.state.fl.us
Matthew Schafer, HDR Inc, Matthew.Schafer@hdrinc.com

Environmental Protection and Growth Management Department
ENVIRONMENTAL ENGINEERING AND PERMITTING DIVISION
1 North University Drive, Mailbox 201, Plantation, Florida 33324
954-519-1483 * FAX 954-519-1412

SOLID WASTE MANAGEMENT LICENSE

EPGMD License Number: SW-WP02974-16-02
FDEP Permit Number: 0349621-002-SO
WACS I.D. Number: 103196

APPLICANT:
Coastal Waste & Recycling of Broward County, LLC
Attention: Brendon J. Pantano, CEO / Registered Agent
1700 NW 33 ST
Pompano Beach, FL 33064
Phone: (786) 503-4266

FACILITY NAME/ADDRESS:
Coastal Waste & Recycling of Broward County, LLC
1840 NW 33RD ST
Pompano Beach, FL 33064
OPERATOR: Coastal Waste & Recycling of Broward County, L
ATTN: Brendon J. Pantano, CEO / Registered Agent

This license is issued under provisions of Chapter 27 of the Broward County Code of Ordinances hereinafter called the Code. The above-named applicant, hereinafter called Licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawings, plans, documents, and specifications submitted by Licensee and made a part hereof and described specifically below. The issuance of this license is a final agency determination. A person with a substantial interest may file a petition to request review of or to intervene in a review of a final administrative determination, subject to the provisions of Section 27-14, Broward County Code of Ordinances, and in accordance with sections 120.569 and 120.57 of the Florida Statutes, when applicable. If no objection to this license is received within 14 days, you will be deemed to have accepted it and all the attached terms and conditions.

ALL GENERAL CONDITIONS and SPECIFIC CONDITIONS, as attached, are considered to constitute the requirements of this license. The Licensee is required to fully comply with all these conditions. Any failure to comply with conditions or requirements as set forth may result in revocation or suspension of this license and may subject the Licensee to enforcement action in accordance with provisions of Article 1, Division 4 of the Code.

LICENSE MODIFICATION STATEMENT: This license and accompanying conditions supersedes License Number SW-WP02974-16-01, issued on Jun 02, 2017, and the accompanying conditions.

NATURE OF BUSINESS: Waste Processing Facility

DESCRIPTION: The transfer of ownership for a waste processing facility for the receipt and processing of Class III waste materials such as construction and demolition debris (C&D) and yard trash. The materials are sorted into recovered materials as follows: cardboard, paper, metals, plastics, and glass. All operations shall take place inside the building at all times except for metal storage and yard trash as shown in figure A-1.

Prepared By:	Alexander Erlenbach
Application Received:	10/09/2018
Date of Issue:	01/17/2019
Renewal App. Due:	04/03/2022
Expiration Date:	06/02/2022

Digitally signed by DAVID VANLANDINGHAM
Date: 2019.01.24 10:06:18 -05'00'

Environmental Engineering and Permitting Division

SOLID WASTE MANAGEMENT LICENSE

GENERAL CONDITIONS

(1) The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the Licensee and must be completed by the Licensee and are enforceable by Environmental Protection and Growth Management Department (EPGMD) pursuant to Chapter 27 of the Broward County Code of Ordinances (BCC). EPGMD will review this license periodically and may revoke or suspend the license, and initiate administrative and/or judicial action for any violation of the conditions by the Licensee, its agents, employees, servants or representatives.

(2) This license is valid only for the specific uses set forth in the license application and any deviation from the approved uses may constitute grounds for revocation, suspension, and/or enforcement action by EPGMD.

(3) In the event the Licensee is temporarily unable to comply with any of the conditions of the license or with Chapter 27 BCC, the Licensee shall notify EPGMD within eight (8) hours or as stated in the specific section of Chapter 27 BCC. Within three (3) working days of the event, the Licensee shall submit a written report to EPGMD that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention regarding the repair, replacement and reconstruction of destroyed facilities and a schedule of events leading toward operation with the license condition.

(4) The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violation of federal, state or local laws or regulations.

(5) This license must be available for inspection on the Licensee's premises during the entire life of the license.

(6) By accepting this license, the Licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this licensed facility or activity, that are submitted to the county, may be used by the county as evidence in any enforcement proceeding arising under Chapter 27 BCC, except where such use is prohibited by section 403.111, Florida Statutes.

(7) The Licensee agrees to comply and shall comply with all provisions of the most current version of Chapter 27 BCC.

(8) Any new owner or operator of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for and is granted a transfer of license. The transferee shall be liable for any violation of Chapter 27 BCC that results from the transferee's activities. The transferee shall comply with the transferor's original license conditions when the transferee has failed to obtain its own license.

(9) The Licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the licensed source, activity or facility at times to EPGMD personnel for the purposes of inspection and testing to determine compliance with this license and Chapter 27 BCC.

(10) This license does not constitute a waiver or approval of any other license, approval, or regulatory requirement by this or any other governmental agency that may be required.

(11) Enforcement of the terms and provisions of this license shall be at the reasonable discretion of EPGMD, and any forbearance on behalf of EPGMD to exercise its rights hereunder in the event of any breach by the Licensee, shall not be deemed or construed to be a waiver of EPGMD's rights hereunder.

SPECIFIC CONDITIONS:

1. Only construction and demolition debris (C&D), yard trash, Class III waste, clean debris, and recovered materials as defined in Rule 62-701 of the Florida Administrative Code (F.A.C.) and Chapter 27-214 of the Broward County Code shall be received at this site. The incoming materials are processed into recoverable materials such as: cardboard, paper, metals, plastics, and glass.

2. This facility will have a storage capacity of approximately 8,800 cubic yards. The facility is expected to process 9,000 cubic yards/day. The total accumulation of incoming material and non-recyclable solid waste shall not exceed 8,800 cubic yards, the approved volume detailed in the license application and approved closure cost estimate.

3. This facility shall not accept or process any putrescible wastes or material suspected of being asbestos, hazardous material or biomedical wastes. Should any of these materials be delivered at the facility, the licensee shall immediately notify the Broward County Environmental Engineering and Permitting Division (EEPD), and shall arrange for the wastes to be returned to the generator or disposed of in a manner approved by the EEPD.

4. The licensee shall ensure all personnel on-site are properly trained to operate the facility with emphasis on proper identification and proper management of prohibited materials, safety, health, environmental controls, and emergency procedures. At least one trained spotter shall be on duty at all times that waste is received at the site to inspect the incoming waste. Operators and spotters shall be trained in accordance with Rule 62-701.320(15), F.A.C.

5. Each incoming load shall be inspected before being allowed to be deposited at the facility. Any loads containing prohibited material shall be rejected.

6. Prohibited material which inadvertently enters the facility shall be separated from the incoming waste stream within 48 hours from receipt on site and shall be stored in containers and disposed of at a licensed disposal facility pursuant to Rule 62-701, F.A.C. This material shall be removed from the site and properly disposed within 48 hours from receipt of material.

7. All processing of incoming C&D into recyclable materials must be completed within seven (7) working days of receipt on site, except for yard trash, clean untreated wood, and painted wood.

8. The unloading, processing, storage and loading of all solid waste shall be conducted within separate designated areas inside the building as provided in the license application. No unloading, processing, sorting, or storage of solid waste is permitted outside the building.

9. The licensee shall utilize, replace as needed and maintain all of the following: concrete areas, push walls, misters for dust and odor control, as well as the leachate/storm water control system as indicated in the license application and site plan.

10. One area for metal storage and one area for yard waste storage can be stored outside. All other recyclable materials from this facility shall be stored inside the building. In no case shall these materials remain on site longer than thirty (30) calendar days from receipt at the facility or when a container load is generated.

11. Any pressure treated wood received on site shall be extracted from the incoming material stream, placed into a designated area, and properly disposed of at a licensed facility pursuant to Rule 62-701, F.A.C.

12. Within 90 calendar days of receipt, all vegetative debris and untreated and unpainted wood shall be processed and removed from the site.

SPECIFIC CONDITIONS: cont'd

13. All non-recyclable solid waste shall be disposed of at a licensed disposal facility pursuant to Rule 62-701, F.A.C. This material shall be removed from the site within seven (7) operational days after receipt on site.

14. Odors, dust, vectors, and noise shall be strictly controlled at all times. No objectionable odors are allowed beyond the property boundary. The Odor Control Plan as stated in the Operations Plan shall be followed to prevent fugitive odors and particulates from creating nuisance conditions. If any of the above are determined to be a problem, the licensee shall promptly take any and all reasonable actions necessary to correct the situation. The EPGMD noise regulations in Article VII of the Code shall be complied with at all times.

15. All leachate should be contained to prevent discharge and mixing with storm water and properly disposed of in a manner approved by the EEPD.

16. The site shall be secured and kept locked when not attended. Additional fencing and security measures shall be provided as necessary to secure the site and prevent unauthorized dumping.

17. The licensee shall permanently maintain sign(s) in a conspicuous location clearly visible to the general public indicating the name of the operating authority, contact person and telephone number in case of emergency, hours of operation, and list of prohibited materials.

18. The Licensee shall notify the EEPD in writing prior to any change of the onsite operator at the facility. This notification shall include at a minimum, the operator name, address, phone number, and contact person, as well as a description of the operation.

19. The licensee shall notify the EEPD in writing prior to any change of the configuration of the site. The installation/reinstallation of C&D processing equipment such as picking line(s), shaker screen(s), trammel screen(s), etc., or operations changes requires prior written notification and approval of the EEPD, which may include modification of this license.

20. Prior to initiation of solid waste operations, permanently post sign(s) in a conspicuous location clearly visible to the general public indicating the name of the operating authority, contact person and telephone number in case of emergency, hours of operation, and list of prohibited materials.

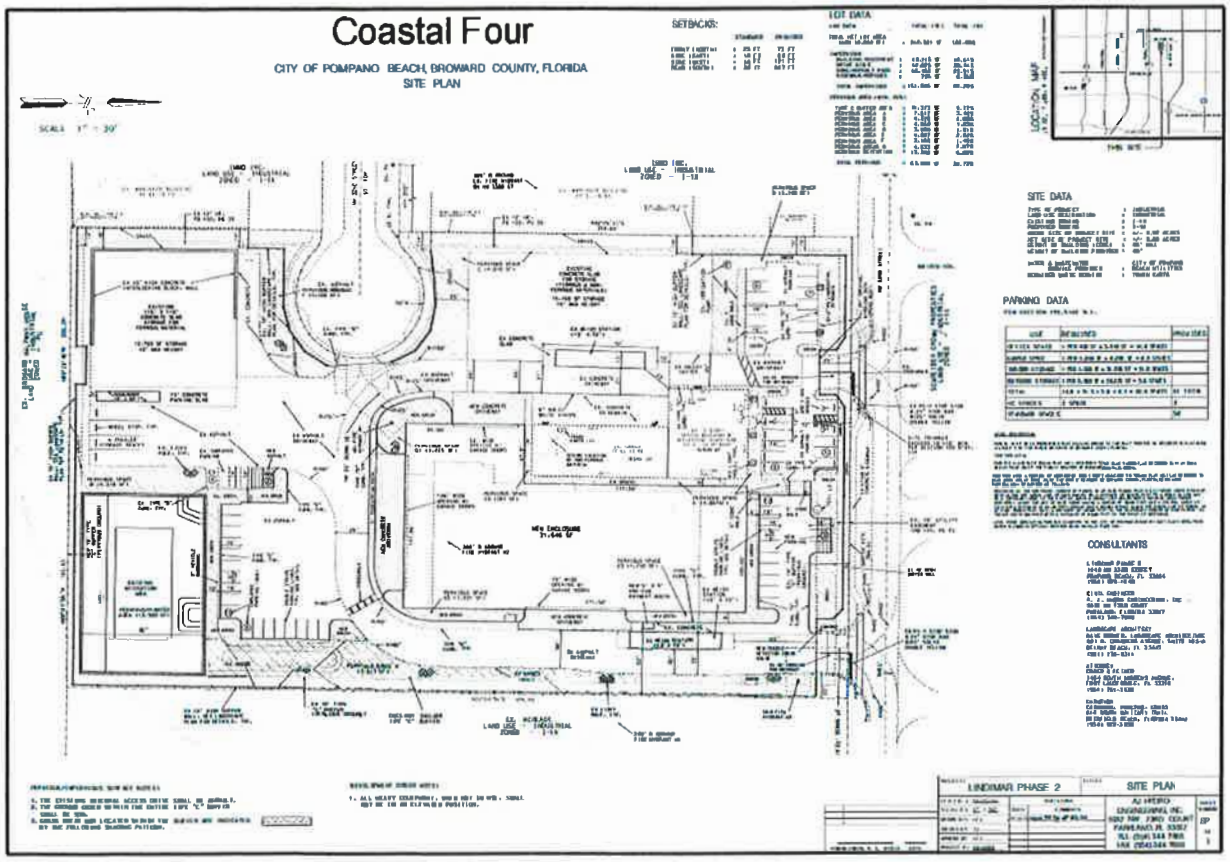
21. A copy of all operator/spotter certifications satisfying the operator and spotter training requirements regarding solid waste operations required pursuant to Chapter 62-701.320(15) F.A.C. for each operator/spotter employee are to be provided prior to initiation of the employee working on site.

22. The licensee shall comply with all applicable local land use and subdivision regulations and other requirements.

23. The Licensee shall maintain compliance with the financial assurance requirements of Rule 62-701.710, F.A.C., by submitting all required updated supporting documentation in accordance with Rule 62-701.630, F.A.C., and 40 CFR Part 264, Subpart H, as adopted by reference in Rule 62-701.630, F.A.C. All submittals in response to this specific condition shall be sent to:

Solid Waste Financial Coordinator
Florida Dept. of Environmental Protection
2600 Blair Stone Road MS 4548
Tallahassee, Florida 32399-2400

EXHIBIT 4 - COASTAL FOUR – UNDER CONSTRUCTION AND STRUCTURAL REPORT



The property, 1840 NW 33rd Street in Pompano Beach, FL 33064, includes four contiguous parcels occupying approximately 5.02 acres of land at 1840 NW 33rd Street, Pompano Beach, Florida. The Subject Property has an approximately 9,600 square-foot multi-use building (main building) located near the center of the Property. The property and adjacent properties located to the north, east, and west, are in an industrially-zoned area, corresponding to Zoning District I-1X ("Special Industrial"). The Subject Property is bound to the north by NW 33rd Street, to the east by an undeveloped plot of land, to the west by a multi-tenant industrial building, and to the south by an industrial and commercial businesses. The nearest residential area is approximately 1,000 feet to the east of the property.

STRUCTURAL NOTES

CODES AND STANDARDS

A. WIND LOADS AS PER 2014 FBC
A) A 170 MPH WIND SPEED (3 SEC GUST)
B) WIND EXPOSURE C
C) CATEGORY II
D) THE APPLICABLE INTERNAL PRESSURE COEFFICIENT = -0.18
E) COMPONENTS AND CLADDING ARE SHOWN ON THE PLANS

2. THE PROJECT WAS DESIGNED IN ACCORDANCE WITH:

B. BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE (ACI 318/05).

C. MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES (ACI 315/99).

D. MANUAL OF STANDARD PRACTICE FOR WELDING REINFORCING STEEL, INSERTS & CONNECTIONS IN REINFORCED CONCRETE CONSTRUCTION, AWS. D1.4/ 27 EDITION.

E. SPECIFICATION FOR THE DESIGN, FABRICATION & ERECTION OF STRUCTURAL STEEL FOR BUILDINGS. (AMERICAN INSTITUTE OF STEEL CONSTRUCTION) AISC ASD/ 9 TH EDITION.

F. SPECIFICATION FOR STRUCTURAL CONCRETE FOR BUILDINGS, ACI 301/05.

G. NATIONAL DESIGN SPECIFICATION, WOOD CONSTRUCTION NDS/ 2005.

H. BUILDING CODE REQUIREMENTS AND SPECIFICATIONS FOR MASONRY STRUCTURES (ACI 530, 530.1/ASCE 5, 6/ASTM 402, 602/ 05).

I. LIVE LOADS ARE AS FOLLOWS:
ROOF 25.00 lb/s.f. MAX.
-34.79 lb/s.f. MIN.
CONCENTRATED LOAD 300 LB

WIND PRESSURE PER ASCE 7-10
170 MPH CATEGORY I EXPOSURE C Kz= 0.85

CONCRETE PSI (28-DAY STRENGTH)	
TILT-UP WALLS	4000 PSI
BEAMS	4000 PSI
FOOTINGS	3000 PSI
SLAB	SEE FOUNDATION

6. EPOXY GROUT SHALL BE NON-SHRINK HIGH CREEP RESISTANT, AND SHALL HAVE THE FOLLOWING MINIMUM ALLOWABLE PROPERTIES:

TENSILE STRENGTH, ASTM C 307: 1,500 PSI
FLEXURAL STRENGTH, ASTM C 580: 4,000 PSI
COMPRESSIVE STRENGTH, ASTM C 579: 1,600 PSI/7 DAYS

CONCRETE

1. ALL CONCRETE SHALL BE READY MIX, HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI @ 28 DAYS AND HAVE A MINIMUM OF 517 LBS. OF CEMENT PER CUBIC YARD. FOR 2nd AND ROOF DECK USE CONCRETE WITH f'c = 3,500 PSI. FOR TILTUP PANELS 4000 PSI. SLUMPS SHALL BE 4" MINIMUM AND 6" MAXIMUM. JOBSITE WATER SHALL NOT BE ADDED.

2. ALL CONCRETE WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE ACI BUILDING CODE (ACI 318/ LATEST EDITION), THE ACI DETAILING MANUAL (ACI 315/05), AND THE SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS (ACI 301/05).

3. SUBMIT ALL REINFORCING STEEL SHOP DRAWINGS FOR APPROVAL PRIOR TO ANY FABRICATION.

4. CONCRETE COVER FOR REINFORCING STEEL SHALL BE AS REQUIRED BY THE LATEST EDITION OF THE ACI SPECIFICATIONS.

5. WELDED WIRE FABRIC SHALL COMPLY WITH ASTM A 185, UNLESS OTHERWISE SPECIFIED. SUPPORT WWF ON CHAIRS AT MID DEPTH OF SLAB

6. ALL REINFORCING STEEL SHALL BE MANUFACTURED FROM HIGH STRENGTH BILLET STEEL, CONFORMING TO ASTM DESIGNATION A 615 GRADE 60.

7. WWF SHALL COMPLY WITH ASTM A 185.

8. LAP ALL BARS MINIMUM 45 DIAMETERS UNLESS OTHERWISE NOTED ON DRAWINGS. LAP ALL WWF A MINIMUM OF 6 INCHES (UNLESS OTHERWISE NOTED).

9. CONTRACTOR SHALL INCLUDE IN HIS BASE BID THE COST OF ADDITIONAL REINFORCING STEEL, INCLUDING FABRICATION, BENDING, FURNISHING AND PLACING. THIS EXTRA STOCK SHALL BE FURNISHED AND USED FOR SPECIAL CONDITIONS AS DIRECTED BY THE ARCHITECT, THE ARCHITECT'S AGENT OR BY THE OWNER'S CONSTRUCTION SUPERVISOR. THE PRICE OF THE UNUSED EXTRA STOCK SHALL BE CREDITED TO THE OWNER'S ACCOUNT.

STEEL ROOF DECK AND STEEL FLOOR DECK:

ALL STEEL DECK UNITS SHALL BE FABRICATED WITH STEEL MEETING THE REQUIREMENTS OF SECTION 1.2 OF THE A.I.S.I., "SPECIFICATION FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS," AND A.S.T.M. A611, GRADES C, D, OR E OR A.S.T.M. A446, GRADES A, B, C, D, E OR F. ALL DECK STEEL SHALL HAVE A MINIMUM YIELD STRENGTH EQUAL TO 33 KSI.
ALL STEEL DECK UNITS SHALL BE HOT-DIPPED GALVANIZED.
ALL STEEL DECK UNITS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND THE APPROVED STEEL DECK SHOP DRAWINGS.
ALL STEEL DECK UNITS SHALL BE PROPERLY ATTACHED TO THE SUPPORTING MEMBERS USING WELDED AND SCREWED CONNECTIONS. WELDS SHALL BE 5/8" DIAMETER PUDDLE WELDS INSTALLED AT A "36/7" SPACE PATTERN ALONG ALL SUPPORTING MEMBERS. LAP JOINTS SHALL BE FASTENED TOGETHER WITH #10 TEK SCREWS AT 12" O.C. ALL WELDING SHALL BE IN ACCORDANCE WITH A.W.S. D1.3, "SPECIFICATION FOR WELDING SHEET STEEL IN STRUCTURES," BY AN A.W.S. CERTIFIED WELDER.

FOUNDATION

1. ALL SITE PREPARATION AND EXCAVATION WORK IS TO BE PERFORMED IN STRICT ACCORDANCE WITH THE RECOMMENDATIONS ON SOILS AND FOUNDATION INVESTIGATION PREPARED BY AN APPROVED TESTING LABORATORY PRIOR TO FOUNDATION WORK.
2. TOP OF ALL EXTERIOR FOOTINGS SHALL BE MINIMUM 1' 0" FEET BELOW EXTERIOR FINISH GRADE, UNLESS OTHERWISE NOTED.
3. TAKE EVERY PRECAUTION TO GUARD AGAINST ANY MOVEMENT OR SETTLEMENT OF ADJACENT STRUCTURES, UTILITIES, PIPING, ETC. PROVIDE ANY BRACING OR SHORING NECESSARY TO AVOID SETTLEMENT OR DISPLACEMENT OF EXISTING FOUNDATION OR STRUCTURES.
4. DIMENSIONS: ALL DIMENSIONS AND ELEVATIONS SHOWN ON THE STRUCTURAL DRAWINGS MUST BE VERIFIED AND COORDINATED WITH THE ARCHITECTURAL DRAWINGS BY THE CONTRACTOR BEFORE PROCEEDING WITH THE CONSTRUCTION. DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT OR ENGINEER IN WRITING BEFORE PROCEEDING WITH ANY WORK.
4. CENTERLINE OF FOOTING SHALL COINCIDE WITH CENTERLINE OF COLUMNS UNLESS OTHERWISE NOTED ON THE DRAWINGS
5. ALL EXCAVATIONS, PREPARATION, FOR SLAB ON GRADE, DEPTH OF FOOTING, BACK FILL COMPACTION, ETC. SHALL BE PERFORMED IN ACCORDANCE WITH SOIL ENGINEER'S RECOMMENDATIONS. ANY DISCREPANCIES BETWEEN THE SOIL ENGINEERS REPORT AND THE FOUNDATION PLANS MUST BE BROUGHT TO THE ATTENTION OF THE STRUCTURAL ENGINEER PRIOR TO INITIATING ANY ACCUMATION SO THAT PROPER REMEDIAL WORK CAN BE PERFORMED.
8. FOUNDATIONS WHERE DESIGNED FOR SOIL BEARING CAPACITY OF 2500 PSF. THE DESIGN WAS BASED UPON GEOTECHNICAL EXPLORATION REPORT PREPARED BY FLORIDA ENGINEERING AND TESTING, INC. DATED 6-2, 2014. THE CONTRACTOR SHALL OBTAIN A COPY OF THE AFOREMENTIONED REPORT AND PREPARE THE SOIL IN STRICT CONFORMANCE WITH REPORT'S REQUIREMENTS AND RECOMMENDATIONS.

ARCHITECTURAL AND MECHANICAL DRAWINGS:

1. THE STRUCTURAL DRAWINGS ARE PART OF THE CONTRACT DOCUMENTS AND DO NOT BY THEMSELVES PROVIDE ALL THE INFORMATION REQUIRED TO PROPERLY COMPLETE THE PROJECT STRUCTURE. THE GENERAL CONTRACTOR SHALL CONSULT THE ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS AND COORDINATE THE INFORMATION CONTAINED IN THESE DRAWINGS WITH THE STRUCTURAL DRAWINGS TO PROPERLY CONSTRUCT THE PROJECT.
2. REFER TO ARCHITECTURAL, MECHANICAL OR ELECTRICAL DRAWINGS FOR ADDITIONAL OPENINGS, DEPRESSIONS, FINISHES, INSERTS, BOLTS SETTINGS, DRAINS, REGLETS, ETC.
3. BEFORE ORDERING ANY MATERIALS OR DOING ANY WORK, THE CONTRACTOR SHALL VERIFY ALL MEASUREMENTS TO PROPERLY SIZE OR FIT THE WORK. NO EXTRA CHARGE OR COMPENSATION WILL BE ALLOWED BY THE OWNER RESULTING FROM THE CONTRACTOR'S FAILURE TO COMPLY WITH THIS REQUIREMENT.
4. DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND ENGINEER BEFORE PROCEEDING WITH ANY WORK.

STEEL

1. ALL STRUCTURAL STEEL SHALL BE FABRICATED AND ERECTED IN ACCORDANCE WITH THE LATEST AISC CODE. STRUCTURAL STEEL SHALL CONFORM TO ASTM SPECIFICATION A 36. ALL STEEL TUBING SHALL CONFORM TO ASTM SPECIFICATION A 500 GRADE B (Fy=46 KSI). ALL STEEL PIPE SHALL CONFORM TO ASTM SPECIFICATION A501. ALL STEEL TO HAVE A SHOP COAT OF RUST INHIBITIVE PAINT. DELETE PAINT ON ALL STEEL TO RECEIVE SPRAYED ON FIREPROOFING OR CONCRETE ENCASEMENT.

2. ALL SHOP AND FIELD WELDING SHALL BE PERFORMED BY WELDERS QUALIFIED, AS DESCRIBED IN "AMERICAN WELDING SOCIETY'S STANDARD QUALIFICATION PROCEDURE" (AWS D1.1), TO PERFORM THE TYPE OF WORK REQUIRED.

3. ALL ALUMINUM AND STEEL MEMBERS TO BE TREATED OR PROPERLY SEPARATED TO PREVENT GALVANIC AND CORROSIVE EFFECTS.

4. ALL STEEL WELDING RODS SHALL BE E70XX ELECTRODES.

5. SUBMIT ALL STEEL SHOP DRAWINGS FOR APPROVAL PRIOR TO ANY FABRICATION.

6. STAINLESS STEEL SHALL CONFORM TO THE LATEST AISC CODE. STAINLESS STEEL ROD MATERIAL SHALL MEET THE REQUIREMENTS OF ASTM F593 (AISI 304). STAINLESS STEEL WASHERS SHALL MEET ANSI B18.22.1/LATEST EDITION, TYPE A PLAIN, REQUIREMENTS. STAINLESS STEEL NUTS SHALL MEET ASTM F594 REQUIREMENTS.

7. EQUIPMENT SUPPORTS: PROVIDE ALL SUPPORTING STEEL NOT INDICATED ON PLAN AS REQUIRED FOR THE INSTALLATION OF MECHANICAL EQUIPMENT AND MATERIALS, INCLUDING ANGLES, CHANNELS, BEAMS, CONNECTIONS.

ROOF DECK NOTES:

8. ROOF DECK UNITS SHALL BE ANCHORED TO BAR JOISTS WITH NOMINAL 5/8" DIAMETER PUDDLE WELDS OR EQUIVALENT AT ALL EDGE AND INTERIOR RIBS NOT TO EXCEED A MAXIMUM AVERAGE OF 12 INCHES.

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. FLORIDA CONSULTING ENGINEERS, INC. IS NOT RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION OR FOR RELATED SAFETY PRECAUTIONS AND PROGRAMS.

SECTIONS AND DETAILS: ALL DETAILS, SECTIONS AND NOTES SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL APPLY TO SIMILAR SITUATIONS ELSEWHERE UNLESS OTHERWISE SHOWN.

SPECIALTY ENGINEERED PRODUCTS

CONTRACTOR IS RESPONSIBLE TO COORDINATE THE PROPER SUBMISSION OF SPECIALTY ENGINEERING SHOP DRAWINGS WHICH SHALL BE SIGNED AND SEALED BY AN ENGINEER REGISTERED IN THE STATE OF FLORIDA (SPECIALTY PRODUCTS SHALL INCLUDE BUT NOT LIMITED TO HEAVY AND LIGHT GAUGE METAL STUDS, METAL STAIRS, MECHANICAL EQUIPMENT SUPPORTS, HANGERS .. Etc..)

STEEL ROOF DECK AND STEEL FLOOR DECK:

ALL STEEL DECK UNITS SHALL BE FABRICATED WITH STEEL MEETING THE REQUIREMENTS OF SECTION 1.2 OF THE A.I.S.I., "SPECIFICATION FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS," AND A.S.T.M. A611, GRADES C, D, OR E OR A.S.T.M. A446, GRADES A, B, C, D, E OR F. ALL DECK STEEL SHALL HAVE A MINIMUM YIELD STRENGTH EQUAL TO 33 KSI.

ALL STEEL DECK UNITS SHALL BE HOT-DIPPED G-90 GALVANIZED 18 GAUGE WITH 1.5" WIDE RIB.
ALL STEEL DECK UNITS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND THE APPROVED STEEL DECK SHOP DRAWINGS.
ALL STEEL DECK UNITS SHALL BE PROPERLY ATTACHED TO THE SUPPORTING MEMBERS USING WELDED AND SCREWED CONNECTIONS. WELDS SHALL BE 5/8" DIAMETER PUDDLE WELDS INSTALLED AT A "36/7" SPACE PATTERN ALONG ALL SUPPORTING MEMBERS. LAP JOINTS SHALL BE FASTENED TOGETHER WITH #10 TEK SCREWS AT 12" O.C. ALL WELDING SHALL BE IN ACCORDANCE WITH A.W.S. D1.3, "SPECIFICATION FOR WELDING SHEET STEEL IN STRUCTURES," BY AN A.W.S. CERTIFIED WELDER.

Florida Consulting Engineers, Inc.
Certificate of Authorization No. 9913
124 NW 14th STREET, SUITE 1
BOCA RATON, FLORIDA 33432
PHONE: (561) 393-1152
FAX: (561) 393-1726
E-MAIL: fcei@fcei.com

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Zuhair Jalloul
Digitally signed by Zuhair Jalloul
Date: 2017.12.14 15:52:33 -05'00'
Zuhair M. Jalloul, P.E.
FL License No. 35118

DATE April 29, 2017
SCALE AS SHOWN
DWG. BY P.E.S.
CHECKED BY Z. JALLOUL
PROJECT NO. 170421
DRAWING FILE ———

Lindimar Management, Inc.

1840 NW 33rd St.
Pompano Beach,
Florida

NOTES

SHEET NUMBER
S-10
OF 10

EXHIBIT 6 - WIND SPEED VERIFICATION

Florida Consulting Engineers, Inc.

134 NW 16th Street, Suite 1 Boca Raton, Florida 33432

Phone: 561-353-1152 E-mail: ZJ@FLCENGINEERS.COM

March 18, 2019

Josh Rogers
Ideal Site Services
1840 NW 33rd St
Pompano Beach, FL 33064

RE: Coastal Waste & Recycling, Inc.
Construction Permit and plans under Lindimar Management, Inc.
1840 NW 33rd St.
Pompano Beach, Florida
Permit Number: 17-9716

Dear Mr. Rogers:
This is to confirm the following design wind load for the above referenced project.
Basic Wind Speed V_{ult} = 170.00 mph equivalent to V_{asd} = 132 mph
Structural Category = II
Exposure Category = C

If you need additional information please call me.

Sincerely,

March 18, 2019

ZUHAIR M. JALLOUL LICENSE No. 35416 STATE OF FLORIDA PROFESSIONAL ENGINEER

Zuhair M. Jalloul, P.E.
FL. License No. 35416

Alternate Bulk Waste Processing Facilities

Coastal Waste & Recycling of Broward County, LLC designates the following as alternate bulk waste and yard waste processing facilities: WM Recycling Sun 14 in Davie, Florida and Waste Connection's Pembroke Park Recycling & Transfer in Pembroke Park.

Coastal Waste & Recycling

BROWARD COUNTY FLORIDA

Environmental Protection and Growth Management Department
ENVIRONMENTAL ENGINEERING AND PERMITTING DIVISION
1 North University Drive, Mailbox 201, Plantation, Florida 33324
954-519-1483 * FAX 954-519-1412

SOLID WASTE MANAGEMENT LICENSE

EPGMD License Number: SW-WP00017-14-05
FDEP Permit Number: 0133579-024-SO
WACS I.D. Number: 00055468

APPLICANT:
Tm Hawkins, President
Waste Management Inc. of Florida
2700 WILES RD
Pompano Beach, FL 33073
Phone: (954) 984-2035

FACILITY NAME/ADDRESS:
WM Recycling Sun 14
3250 SW 50TH AVE
Davie, FL 33314
OPERATOR: Waste Management Inc. of Florida
ATTN: Craig Ash, Environmental Protection Mgr.

This license is issued under provisions of Chapter 27 of the Broward County Code of Ordinances hereinafter called the Code. The above-named applicant, hereinafter called Licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawings, plans, documents, and specifications submitted by Licensee and made a part hereof and described specifically below. The issuance of this license is a final agency determination. A person with a substantial interest may file a petition to request review of or to intervene in a review of a final administrative determination, subject to the provisions of Section 27-14, Broward County Code of Ordinances, and in accordance with sections 120.569 and 120.57 of the Florida Statutes, when applicable. If no objection to this license is received within 14 days, you will be deemed to have accepted it and all the attached terms and conditions.

ALL GENERAL CONDITIONS and SPECIFIC CONDITIONS, as attached, are considered to constitute the requirements of this license. The Licensee is required to fully comply with all these conditions. Any failure to comply with conditions or requirements as set forth may result in revocation or suspension of this license and may subject the Licensee to enforcement action in accordance with provisions of Article 1, Division 4 of the Code.

LICENSE MODIFICATION STATEMENT: This license and accompanying conditions supersedes License Number SW-WP00017-14-04, issued on Sep 22, 2016, and the accompanying conditions.

NATURE OF BUSINESS: Waste Processing Facility

DESCRIPTION: A waste processing facility for the receipt and processing of construction and demolition debris (C&D), Class III waste, yard trash, clean debris and recovered materials. This license includes a revised site plan that allows for the use of equipment for processing C&D, Class III waste and yard waste. Specifically, a residue building and another building to handle Class III waste will be constructed along with the designated storage areas for Class III waste, yard trash, clean debris and recovered materials as per approved engineering plans. ***This is a minor permit modification to revise the site plan to leave the entire berm in place with a minor grading to confirm a 3 to 1 slope and no retaining wall. All the portion of the existing berm located on the north and east sides of the site will remain in place.

Prepared By: Amede Dimonnay
Application Received: 06/07/2017
Date of Issue: 06/30/2017
Renewal App. Due: 10/05/2020
Expiration Date: 12/04/2020

Damaris Lugo

Environmental Engineering and Permitting Division

Environmental Protection and Growth Management Department
ENVIRONMENTAL ENGINEERING AND PERMITTING DIVISION
1 North University Drive, Mailbox 201, Plantation, Florida 33324
954-519-1483 * FAX 954-519-1412

SOLID WASTE MANAGEMENT LICENSE

EPGMD License Number: SW-WP00014-18
FDEP Permit Number: 0132740-010-SO
WACS I.D. Number: 55464

APPLICANT:
Waste Connections of Florida, Inc.
Attention: Kirk Wills
1899 SW 31st Avenue
Pembroke Park, FL 33009
Phone: (813) 388-1026

FACILITY NAME/ADDRESS:
Pembroke Park Recycling & Transfer
1899 SW 31ST AVE
Pembroke Park, FL 33009
OPERATOR: Progressive Waste Solutions of FL, Inc.
ATTN: Joseph Quinter, Site Supervisor

This license is issued under provisions of Chapter 27 of the Broward County Code of Ordinances hereinafter called the Code. The above-named applicant, hereinafter called Licensee, is hereby authorized to perform the work or operate the facility shown on the approved drawings, plans, documents, and specifications submitted by Licensee and made a part hereof and described specifically below. The issuance of this license is a final agency determination. A person with a substantial interest may file a petition to request review of or to intervene in a review of a final administrative determination, subject to the provisions of Section 27-14, Broward County Code of Ordinances, and in accordance with sections 120.569 and 120.57 of the Florida Statutes, when applicable. If no objection to this license is received within 14 days, you will be deemed to have accepted it and all the attached terms and conditions.

ALL GENERAL CONDITIONS and SPECIFIC CONDITIONS, as attached, are considered to constitute the requirements of this license. The Licensee is required to fully comply with all these conditions. Any failure to comply with conditions or requirements as set forth may result in revocation or suspension of this license and may subject the Licensee to enforcement action in accordance with provisions of Article 1, Division 4 of the Code.

NATURE OF BUSINESS: Waste Processing Facility

DESCRIPTION: A waste processing facility for the receipt of Class I waste. All unloading and material separating shall take place inside the building. Metal, wood, and yard waste will be stored outside and cardboard will be kept inside the building. All non-recyclable residual materials will be disposed of at a Class I waste permitted disposal facility.

Prepared By: Alexander Erlenbach
Application Received: 10/25/2018
Date of Issue: 11/27/2018
Renewal App. Due: 10/28/2023
Expiration Date: 12/27/2023

Digitally signed by DAVID VANLANDINGHAM
Date: 2018.11.27 15:08:40 -05'00'

Environmental Engineering and Permitting Division