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REQUEST FOR PROPOSAL FOR RESIDENTIAL SOLID WASTE

PALM COAST, FLORIDA | PROJECT #: RFP-CE-21-42



SEPTEMBER 30, 2021
2:00 P.M.

401 SOUTH BAY STREET
BUNNELL, FLORIDA 32110



TABLE OF CONTENTS

CHAPTER 1	LETTER OF INTENT, STATEMENT OF ORGANIZATION, CERTIFICATION OF AUTHORIZED SIGNATORY
CHAPTER 2	EXPERIENCE, QUALIFICATIONS, AND PRIOR PERFORMANCE
CHAPTER 3	STAFFING AND SUBCONTRACTORS
CHAPTER 4	IMPLEMENTATION PLAN
CHAPTER 5	PROPOSED RESOURCES
CHAPTER 6	FINANCIAL STABILITY, FINANCIAL STATEMENT, INSURANCE REQUIREMENT, BONDING COMPANY COMMITMENT
CHAPTER 7	E-VERIFY REGISTRATION AND USE AFFIDAVIT
CHAPTER 8	NON-COLLUSION CERTIFICATION, CONFLICT OF INTEREST AND ETHICS
CHAPTER 9	CERTIFICATION TO ACCURACY OF PROPOSAL
CHAPTER 10	CERTIFICATION OF COST; PROPOSED RATES FOR RESIDENTIAL COLLECTION SERVICES

REQUEST FOR PROPOSAL FOR RESIDENTIAL SOLID WASTE
PALM COAST, FLORIDA | PROJECT #: RFP-CE-21-42



CHAPTER 1

LETTER OF INTENT, STATEMENT OF ORGANIZATION, CERTIFICATION OF AUTHORIZED SIGNATORY



city of
PALM COAST

THE WASTE PRO WAY

At Waste Pro, we honor a culture of dependability,
doing the right thing, and being connected to our
customers, communities, regulators and each other.
We say what we do, and we do what we say.



Due: Thursday, September 30, 2021; 2:00 p.m.

CHAPTER 1 - LETTER OF INTENT, STATEMENT OF ORGANIZATION, CERTIFICATION OF AUTHORIZED SIGNATORY

LETTER OF INTENT

September 15, 2021

Ms. Cynthia Schweers, Project Manager
Ms. Casey Luedke, Procurement Coordinator
City of Palm Coast, Florida
cschweers@palmcoastgov.com
cluedke@palmcoastgov.com

Re: Request for Proposal for Residential Solid Waste Collection Services
Bid #: RFP-CE-21-42

Dear Ms. Schweers and/or Ms. Luedke:

Waste Pro of Florida, Inc. (hereafter referred to as Waste Pro) is pleased to provide the following response to the City of Palm Coast Request for Proposal for Residential Solid Waste Collection Services #RFP-CE-21-42. We have examined the solicitation documents provided, including the Project Manual, Draft Service Agreement, and all Addenda, and have a full understanding of the Scope of Services required. We appreciate the City of Palm Coast considering Waste Pro to continue to be its exclusive residential solid waste collector, the transition to a new waste collector would be very disruptive for the City staff and your residents.

Founded in 2001, Waste Pro is the fastest growing, privately owned solid waste company in the Southeastern United States. Our Management Team is local and our operations are decentralized allowing leaders to make local decisions. Our references are extensive. We are financially strong and fully capable of fulfilling the terms of your contract. Waste Pro is headquartered in Central Florida.

There are important reasons why the continued partnership with Waste Pro, is not only the right choice but should be the only choice, for the City of Palm Coast residents:

1. Waste Pro has the only local facility. In 2011, our facility underwent a complete renovation, costing \$1.5 million and resulting in a state-of-the-art waste and recycling collection facility. Overall, Waste Pro has invested \$4.4 million in the local property which includes a full service CNG fueling station which is fully described later in this proposal.
2. Our commitment to the City of Palm Coast and its residents has grown and our ties to the people both personally and professionally have only strengthened over the years. We are an integral part of this community. We are a Florida-based company. We are hometown people and our





Due: Thursday, September 30, 2021; 2:00 p.m.

employees live, work, and play in your community. Our Waste Pro team is committed to the City of Palm Coast and enjoys the partnership we have developed.

3. Waste Pro maintains eighty (80) employees or more at any given time in Palm Coast and Flagler County. Waste Pro is committed to our loyal Palm Coast employees. This is the biggest issue for Palm Coast. It is even more important now with the current labor situation. Every bidder will promise you that they will transition the existing drivers and helpers to the new contract. Every other bidder has a location 30 plus miles outside of Palm Coast. In this environment, current employees have plenty of employment options and may not be willing to commute. Waste Pro is committed to keeping its current workforce in place and paying them competitive wages to ensure that they remain our employees. This commitment ensures a smooth transition.
4. Unlike our large national competitors, Waste Pro spends locally. Annual spending with suppliers, including CNG and other fuel, exceeds \$7,000,000. Local payroll exceeds \$5,000,000 annually.
5. Waste Pro's local payroll and supplier spending have an economic extrapolated annual impact on your community of over \$10,000,000.00.
6. Waste Pro has an extraordinary service history and reputation. Check our references. The City's own survey shows that the majority of your citizens are happy with our service noting consistency and timing as their top priority.
7. Waste Pro has an existing excellent track record with the City of Palm Coast with an established, proven online transparent customer service tracking system (TracEZ). Trac EZ is the most efficient message tracking system in the industry and the City, along with its residents are already accustomed to this program and how it works. This program is explained in detail in Section 5 – Proposed Resources of this Proposal.
8. Waste Pro has, in our portfolio, the most comprehensive facilities and infrastructure of any company to provide for total solid waste and recycling collection, processing, marketing, and disposal for municipal solid waste, yard waste, construction and demolition debris, and recyclables in the Palm Coast region.
9. Waste Pro has, in the past five years, renewed and extended its contracts in neighboring Volusia County for the cities of Debary, Daytona Beach, Daytona Beach Shores, and Ormond Beach. We rebid Putnam County, Port Orange, and Deltona and they all retained Waste Pro as their provider based on our excellent service record. We also renewed neighboring Putnam County. All of these contracts were retained based on the excellent service and loyal community partnerships Waste Pro is known to provide.



Due: Thursday, September 30, 2021; 2:00 p.m.

Waste Pro's experience is unmatched by anyone. Our collection teams have made over 123 million individual collections over the last sixteen (16) years and we are experts on providing the highest quality solid waste and recycling service to the residents and businesses of Palm Coast. We receive regular compliments from residents for going above and beyond the basics. Just a few of these compliments are pointed out in this proposal under Chapter 3.

The City of Palm Coast has experienced first-hand the excellent service provided by Waste Pro. At Waste Pro, we honor a culture of dependability, doing the right thing, and being connected to our customers, communities, regulators, and each other. We say what we do, and we do what we say. That is the **Waste Pro Way**.

Our methodology is simple; pick it up the first time you go down the road. All vehicles are equipped with 360-degree cameras, GPS, and cell phones. All drivers and helpers are trained to operate the equipment and vehicles safely. Waste Pro has serviced the City of Palm Coast for the past sixteen (16) years under such a system and we are intimately familiar with the routing and special nuances of the City.

One of the most difficult aspects of any contract is a transition. It can take months for a new company to come in and adjust. If Waste Pro is awarded the contract, the transition would be virtually seamless. Waste Pro can provide something that no other company can. We can begin transition immediately and the residents and businesses of Palm Coast can continue to receive the excellent level of service that they have come to expect. Our drivers and helpers are already familiar with your City and its routes. Waste Pro can provide the continuum of excellent service that no other company can.

We continue to navigate through unprecedented times dealing with the different variants of COVID. We are encouraging vaccinations and making vaccinations available to our employees to help them and their families. We have dramatically increased all aspects of recruitment efforts and have expanded our new driver training and implemented sign-on bonuses at every level as well as instituting pay rate reviews. These processes are detailed further under Chapter 3 of our Proposal.

Finally, there is Customer Service. It is our number one priority. We know the City and the importance of being local. Many of our employees and their extended families are residents of Palm Coast. Additionally, our phones are answered locally to ensure superior service. We also work to educate the residents. Examples of brochures are included in this proposal along with a listing of local charitable events we participate in. All this we do because we are part of your community.

Waste Pro warrants that the requirements of this project, as described in the Request for Proposal, its enclosures, and all addenda have been reviewed thoroughly. We have conducted all necessary due diligence to confirm material facts upon which the proposal is based. Based on the requirements of the RFP, Waste Pro states that it will provide the services requested in the RFP, in compliance with the terms in the Service Contract, for the Rates (prices) submitted with the Proposal. We have put forth a great deal of information in this proposal and are open to negotiating any items.



Due: Thursday, September 30, 2021; 2:00 p.m.

In the event we are fortunate enough to be selected, I would sign the agreement, and I am always available if additional information is required. I am authorized to provide technical clarification regarding this proposal. Our team looks forward eagerly to continuing our partnership with the City of Palm Coast and providing your residences and businesses with the services that are the "Distinguishable Difference."

Sincerely,

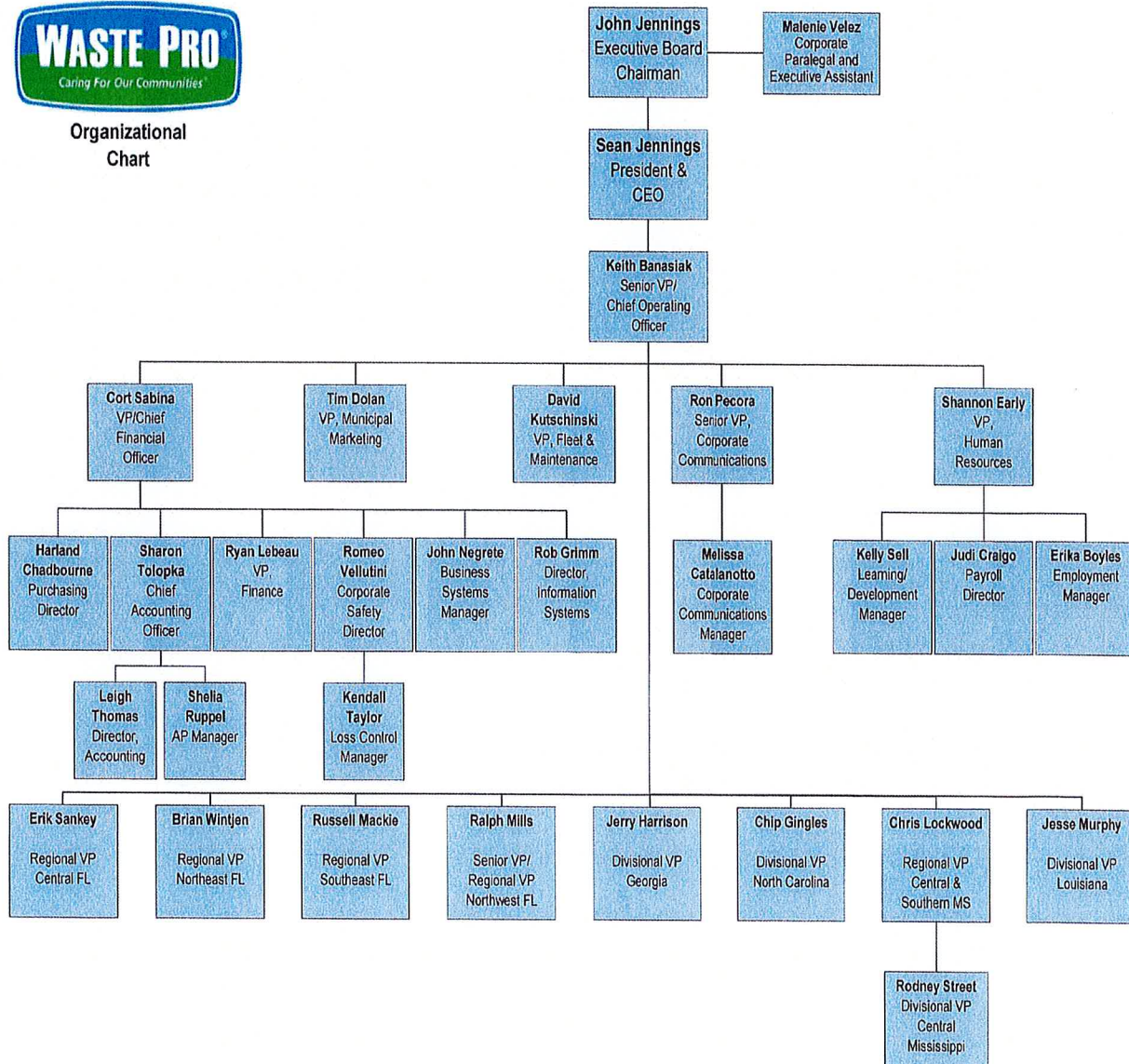
Brian Wintjen, Regional Vice President, North Florida
Waste Pro of Florida, Inc.
2940 Strickland Street
Jacksonville, Florida 32099
(904) 731-7288
bwintjen@wasteprousa.com

STATEMENT OF ORGANIZATION

Each Proposer shall provide information concerning the Proposer's basic organizational structure by completing Form 1, which is provided in Section 6 of this RFP. (Form 1 Included at the back of this Chapter.) Proposers may supply any additional information that will assist the City in understanding the Proposer's organization.



Organizational
Chart





Due: Thursday, September 30, 2021; 2:00 p.m.

CERTIFICATE OF AUTHORIZED SIGNATORY

Each Proposer must submit a certificate or other appropriate documentation demonstrating that: (a) the Proposer is authorized or approved to conduct business in the State of Florida; and (b) if the Proposer is a corporation or limited liability corporation, the corporation is in good standing. Further the Proposer shall submit the Certification of Authorized Signatory form, Form 2, which is provided in Section 6 of the RFP, confirming that the Person signing the City's forms is duly authorized to bind the Proposer to the terms in its Proposal.

Form 2, *Certificate of Authorized Signatory*, is included at the back of this Chapter, fully executed, confirming that Brian Wintjen, Regional Vice President, is duly authorized to bind Waste Pro to the terms in this Proposal.

BUSINESS LICENSE

Below is a copy of Waste Pro's Business License to operate in Palm Coast, Florida

DO NOT ACCEPT UNLESS THIS DOCUMENT IS PRINTED WITH A COLOR BACKGROUND, CONTAINS A VOID PAPERGRAPH AND A MICROPRESSURE SENSITIVE

City of Palm Coast
Local Business Tax Receipt
THIS TAX RECEIPT EXPIRES 09/30/2022

Business Tax Receipt Number
3617

Business Name: WASTE PRO OF FLORIDA INC.
Business Location: 401 S. BAY STREET
Mailing Address:
WASTE PRO OF FLORIDA INC.
P.O. BOX 2139
BUNNELL, FL 32110
Phone Number: 904-824-6379

Local Business Tax Receipt
The issuance of this Business Tax Receipt based upon payment of the tax in no way confers any right to violate any law, ordinance or regulation of this State, Flagler County or City of Palm Coast. Payment of the tax does not grant or determine any land use, zoning or development approval of any kind under Federal, State or local law, rule, regulation, code or ordinance. Any questions regarding this Business Tax Receipt should be directed to the city at (386) 986-3700.
Classification: K007 - SANITATION
Date Issued: 08/11/2021


POST IN A CONSPICUOUS PLACE

Helua Palm
Business Tax Department

This Tax Receipt is NOT Transferable

FORM 13-REV 2/17 740-3000

Office Copy Only

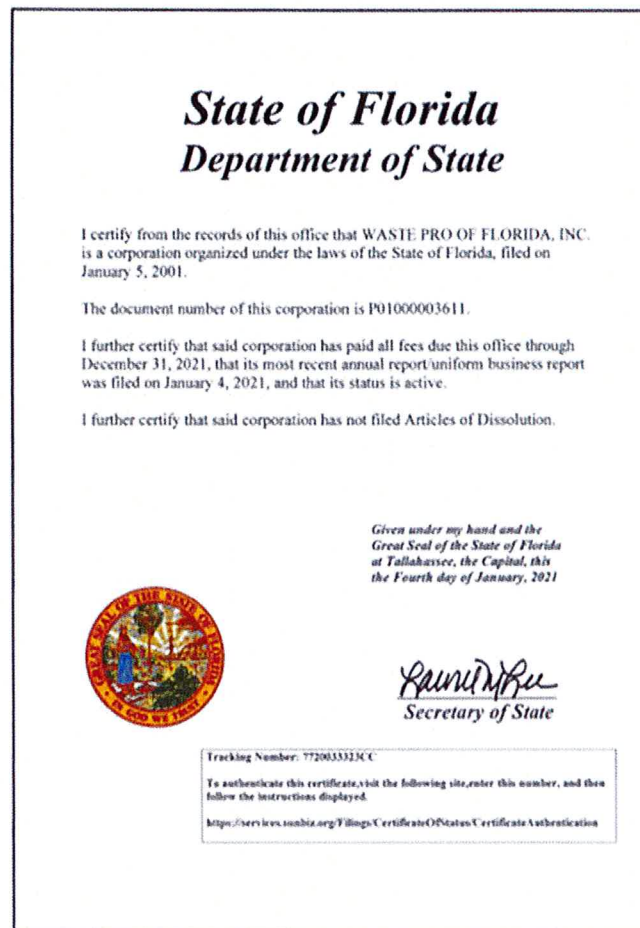
KEEP THIS COPY FOR YOUR RECORDS	City of Palm Coast Local Business Tax Receipt THIS TAX RECEIPT EXPIRES 09/30/2022	Business Tax Receipt Number 3617
Business Name: WASTE PRO OF FLORIDA INC. Business Location: 401 S. BAY STREET Mailing Address: WASTE PRO OF FLORIDA INC. P.O. BOX 2139 BUNNELL, FL 32110	ID: 13416 Phone Number: 904-824-6379	
Local Business Tax Receipt The issuance of this Business Tax Receipt based upon payment of the tax in no way confers any right to violate any law, ordinance or regulation of this State, Flagler County or City of Palm Coast. Payment of the tax does not grant or determine any land use, zoning or development approval of any kind under Federal, State or local law, rule, regulation, code or ordinance. Any questions regarding this Business Tax Receipt should be directed to the city at (386) 986-3700. Classification: K007 - SANITATION Date Issued: 08/11/2021 <i>Helua Palm</i> Business Tax Department		



Due: Thursday, September 30, 2021; 2:00 p.m.

CERTIFICATE OF GOOD STANDING

Below is a copy of Waste Pro's Certificate of Good Standing from the State of Florida:



Additional Information to assist the City in understanding the Proposer's organization:

Organizational Structure: Although Waste Pro has a corporate team dedicated to supporting each service market, we maintain a decentralized approach to servicing our customers. Each Division Manager, whether from Palm Coast, Palatka, St. Augustine, Daytona, Jacksonville, Orlando, or otherwise, manages his or her division according to local market requirements. Our President, John Jennings, once worked for a publicly traded solid waste conglomerate. Tired of answering to a distant, out of state management team, Mr. Jennings decided to start a firm that would empower **local** managers to respond quickly to local market conditions.

A second-generation garbage man, Mr. Jennings started Waste Pro as a service-first solid waste and recycling company. Exhausted with relying on remote call centers and a monolithic corporate structure,



Due: Thursday, September 30, 2021; 2:00 p.m.

John founded Waste Pro in 2001 with a back-to-basics attitude. Our divisions have in-house customer service representatives, “live” phones, and an on-site manager. Trucks, office personnel, route drivers/helpers, office supplies, fuel, tires, waste & recycling containers, etc. are all procured locally.

Philosophy: Waste Pro’s philosophy is “*Caring for Our Communities*”. This means going beyond the scope of our responsibilities: taking that can back to the house when someone needs help, taking the time to be kind to the residents and acknowledging the children, conducting recycling demonstrations for schoolchildren, holding cookouts for public works personnel, serving food to the needy over the holidays, and supporting local events. All of these things together make up the “*Waste Pro Way*.” We would be proud to continue serving the City of Palm Coast under these philosophies and have your residents continue receiving service they have grown accustomed to which is consistent with the *Waste Pro Way* and can only be provided by Waste Pro.

FORM 1. PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Proposer's Business:

Waste Pro of Florida, Inc.

2. Proposer's Principal Business Address:

401 S. Bay Street, Bunnell, Flagler County, Florida 32110

3. Name, phone number, and e-mail address of Proposer's contact person:

Brian Wintjen

bwintjen@wasteprousa.com

352-553-8693

4. Form of Proposer's Business (e.g., Corporation, Partnership, Joint Venture, Other):

Corporation

5. Provide names of partners (if any) and officers.

Name	Address	Title
John J. Jennings	2101 W. SR 434, 3rd Fl, Longwood, FL 32779	Chairman
Cort Sabina	2101 W. SR 434, 3rd Fl, Longwood, FL 32779	CFO, EVP
Sean M. Jennings	2101 W. SR 434, 3rd Fl, Longwood, FL 32779	CEO, SVP
Keith Banasiak	2101 W. SR 434, 3rd Fl, Longwood, FL 32779	COO, SVP

6. If Proposer is a corporation, identify the state where the Proposer was incorporated and the date of incorporation:

State of Florida, Incorporated January 5, 2001

7. If the Proposer is a foreign corporation, please identify:

- (a) The date of registration with the Florida Secretary of State

January 5, 2001

- (b) The name of the Proposer's Registered Agent

Malenie Velez

- (c) The address of the Proposer's Registered Agent

2101 W. SR 434, 3rd Fl, Longwood, FL 32779

FORM 1. PROPOSER'S STATEMENT OF ORGANIZATION (CONTINUED)

8. If the Proposer is a corporation, provide the names and addresses of the Proposer's President, Vice President, and Treasurer. If the Proposer is a limited liability company, provide the name(s) and address (es) of the manager or managing members.

Sean M. Jennings CEO, President

Cort Sabina CFO, EVP

Keith Banasiak COO, SVP

2101 W. SR 434, 3rd Fl, Longwood, FL 32779

9. If the Proposer is a Joint Venture or Partnership, identify the date of the joint venture/partnership agreement:

N/A

10. Provide the Proposer's Federal Employer Identification Number:

59-3701785

11. How many years has the Proposer been in business under its present name? 20 years

12. If the Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

FORM 2 – Certification of Authorized Signatory

Waste Pro of Florida, Inc.

Print/Type Legal Business Name (same as name on W-9 form)

59-3701785

Print/Type FEIN #

Check the legal entity type that is applicable to the above named business:

- ☐ • Sole Proprietorship – Complete Section A
- ☒ • General or Limited Partnership – Complete Section B
- ☒ • Corporation (Inc., LLC) Complete Section C

Section A: Sole Proprietorship

I HEREBY CERTIFY that I am the sole owner of the business identified above and am authorized to sign legal documents on behalf of said business.

Signature: _____

Print name: _____

Section B: Partnership

I HEREBY CERTIFY that I am a General Partner of the business identified above and am authorized to sign legal documents on behalf of said business.

Signature: _____

Print name: _____

Section C: Corporation

I HEREBY CERTIFY that a meeting of the Board of Directors of

Waste Pro of Florida, Inc.

Legal business name

a corporation /LLC under the laws of the State of FLORIDA, was held on 8/24 2021. The following resolution was duly passed and adopted:

“RESOLVED, that Brian Wintjen RVP is an officer and director of the corporation (or the managing member of the LLC) and is hereby authorized to execute contracts between the City of Palm Coast, a municipal corporation and this corporation/LLC, and that execution thereof by said officer and director, attested by the Secretary of the corporation/LLC, shall be the official act and deed of this corporation/LLC.”

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand this 24 day of August, 2021

Provide copy of Resolution

Sean M. Jones

Corporate Secretary/Managing Member

FORM 3. EXPERIENCE/REFERENCES

The Proposer shall use this form to identify each qualifying residential contract and comparable project that the Proposer wishes to use to address and satisfy the requirements in Section 5.1 ("Experience") and Section 4.2 (see Chapter 3) of this RFP. A separate copy of this form should be completed and submitted for each qualifying contract and comparable project. The Proposer is encouraged to identify other comparable projects in the text of Chapter 4 of its proposal, but the Proposer should not use this Form 5 to describe more than five (5) qualifying residential contracts. Please copy this form and use a separate copy for each qualifying contract and comparable project.

1. Name of Proposer: Waste Pro of Florida, Inc.
2. Name of Reference (i.e., City, County, or Governmental Entity): Putnam County, Florida
3. Reference's Address: 2509 Crill Ave., Suite 200

Street
Palatka Florida 32177
City State Zip Code
4. Principal Contact Person for the Reference: Terry Suggs, County Administrator
5. Phone Number for Contact Person: 386-329-0207
6. E-mail Address (if available) for Contact Person: terry.suggs@putnam-fl.com
7. Year that the Contract started with the Reference: Original - 04/01/2004; current - 2015-present
8. Year that the Contract ended with the Reference: 09/30/2025

TYPE OF RESIDENTIAL COLLECTION SERVICE PROVIDED

Services Provided Under Contract (check all that apply)	Type of Collection Service	Number of Dwelling Units Serviced	Frequency of Collection		
			1x per week	2x per week	Other
<input checked="" type="checkbox"/>	Curbside Garbage with Cans/Bags	33,800	XX		
<input type="checkbox"/>	Curbside Garbage with Carts				
XX	Curbside Recyclables with Bins	33,800	XX		
<input type="checkbox"/>	Curbside Recyclables with Carts				
<input checked="" type="checkbox"/>	Curbside Bulky Items and White Goods	33,800	XX		
<input checked="" type="checkbox"/>	Curbside Yard Waste	33,800			EOW

SIXTH AMENDMENT TO AGREEMENT FOR CONTRACTUAL SERVICES

This is the Sixth Amendment to the Agreement for Contractual Services that has been made and entered into by and between the Board of County Commissioners of Putnam County, Florida, (hereinafter referred to as the "County") and Waste Pro of Florida, Inc. (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, on September 24, 1991, the County and Tomoka Waste, Inc., entered into an Agreement for Contractual Services ("Agreement") for the curbside collection of recyclable materials; and

WHEREAS, Waste Management Inc. of Florida ("WMIF") subsequently replaced Tomoka Waste, Inc., as the County's contractor under the Agreement; and

WHEREAS, WMIF assigned its rights and responsibilities under the Agreement to Waste Pro of Florida, Inc., effective April 1, 2004; and

WHEREAS, the County and Contractor now wish to clarify and amend the Agreement to reflect their mutual understandings concerning the Contractor's rights and responsibilities under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Contractor agree as follows:

1. The County and the Contractor shall comply with and be bound by all of the provisions of the Agreement, as modified by the five (5) previous amendments, except as otherwise provided in this Sixth Amendment to the Agreement for Contractual Services. Copies of the Agreement and the five prior amendments are attached hereto and incorporated herein by reference.
2. Article 2 of the Agreement is hereby amended to extend the term of the Agreement through September 30, 2009. The term may be extended thereafter upon the mutual consent of the County and the Contractor.
3. Article 3.A. of the Agreement is hereby modified as follows:
 - a. From April 1, 2004, through September 30, 2004, the collection rate shall be \$1.22 per household, per month.
 - b. Effective October 1, 2004, the collection rate shall be \$1.37 per household, per month. This rate shall remain in effect for the term hereof, subject to adjustment pursuant to the consumer price index method set forth in the Fourth Amendment dated August 27, 1996.

4. Article 26 of the Agreement is hereby modified to provide for notice to the following representatives of the County and the Contractor:

Waste Pro of Florida, Inc.
Attn: John Jennings
P. O. Box 6862
Longwood, Florida 32791

Putnam County Sanitation Department
Attn: Ken Whitehead
P. O. Box 2499
Palatka, Florida 32178

xc:

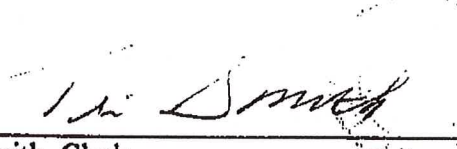
Putnam County Board of County Commissioners
Attn: Rick Leary, County Administrator
P. O. Box 758
Palatka, Florida 32178

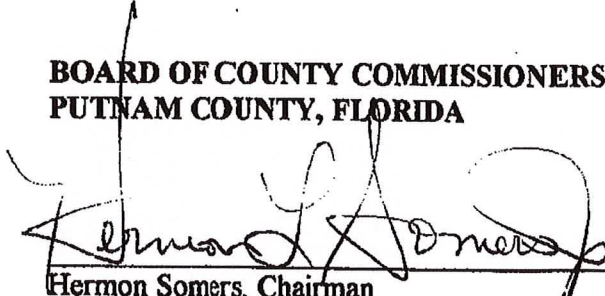
5. Except as modified herein, all of the terms and conditions of the Agreement (as previously modified) shall remain in full force and effect.
6. This Sixth Amendment to the Agreement for Contractual Services shall take effect on April 1, 2004.

IN WITNESS WHEREOF, the Contractor and County have executed this Agreement as of the day and year first written above.

ATTEST:

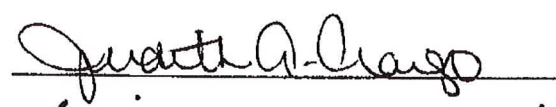
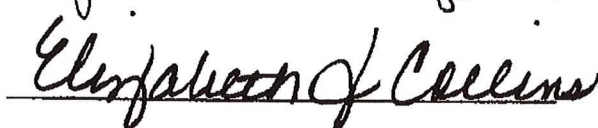
BOARD OF COUNTY COMMISSIONERS
PUTNAM COUNTY, FLORIDA

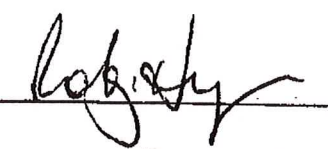

Tim Smith, Clerk


Hermon Somers, Chairman

WITNESS:

WASTE PRO OF FLORIDA, INC.

By: 
Its: Vice President

SEVENTH AMENDMENT TO AGREEMENT FOR CONTRACTUAL SERVICES

This is the Seventh Amendment to the Agreement for Contractual Services that has been made and entered into by and between the Board of County Commissioners of Putnam County, Florida (hereinafter referred to as the "County") and Waste Pro of Florida, Inc. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

WHEREAS, on September 24, 1991, the County and Tomoka Waste, Inc., entered into an Agreement for Contractual Services ("Agreement") for the curbside collection of recyclable materials; and

WHEREAS, Waste Management Inc. of Florida ("WMIF") subsequently replaced Tomoka Refuse, Inc., as the County's contractor under the Agreement; and

WHEREAS, WMIF assigned its rights and responsibilities under the Agreement to Waste Pro of Florida, Inc. ("Waste Pro"), effective April 1, 2004; and

WHEREAS, the County and the CONTRACTOR now wish to clarify and amend the Agreement to reflect their mutual understandings concerning the Extraordinary Rate Adjustment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Contractor agree as follows:

1. The County and the Contractor shall comply with and be bound by all of the provisions of the Agreement, as modified by the six (6) previous amendments, except as otherwise provided in this Seventh Amendment to the Agreement for Contractual Services. Copies of the Agreement and six prior amendments are attached hereto and incorporated herein by reference.
2. Article 3.A., of the Agreement is hereby modified as follows:
 - a. From December 1, 2005, through September 30, 2006, the collection rate shall be \$1.38 per household, per month of which \$.01 per household per month is a fuel surcharge.
 - b. This rate shall remain in effect for the term hereof, subject to adjustment pursuant to the consumer price index method set forth in the Fourth Amendment dated August 27, 1996.
3. Except as modified herein, the terms of the Agreement (as previously modified) shall remain in full force and effect.

4. This Seventh Amendment to the Agreement for Contractual Services shall take effect on March 28, 2006.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the day and year first written above.

ATTEST:

Tim Smith
Tim Smith, Clerk

Putnam County Solid Waste
Collection and Disposal District
By Board of County Commissioners
Putnam County, Florida

By: Linda Myers
Linda Myers, Chairman

WITNESS:

Rebecca Shaw

Waste Pro of Florida, Inc.

By: J. L. Hill

Its: Regional VP

**EIGHTH AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES FOR
RECYCLING**

This Amendment, dated as of the 27th day of June, 2006, is entered into by and between the Putnam County Solid Waste Collection and Disposal District (the "DISTRICT") and Waste Pro of Florida, Inc. (the "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, on September 24, 1991, the County and Tomoka Waste, Inc., entered into an Agreement for Contractual Services ("Agreement") for the curbside collection of recyclable materials; and

WHEREAS, Waste Management Inc. of Florida ("WMIF") subsequently replaced Tomoka Refuse, Inc., as the County's contractor under the Agreement; and

WHEREAS, WMIF assigned its rights and responsibilities under the Agreement to Waste Pro of Florida, Inc. ("Waste Pro"), effective April 1, 2004; and

WHEREAS, the County and the CONTRACTOR now wish to clarify and amend the Agreement to reflect their mutual understandings concerning the Extraordinary Rate Adjustment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Contractor agree as follows:

1. The County and the Contractor shall comply with and be bound by all of the provisions of the Agreement, as modified by the seven (7) previous amendments, except as otherwise provided in this Eighth Amendment to the Agreement for Contractual Services for Recycling. Copies of the Agreement and seven prior amendments are attached hereto and incorporated herein by reference.
2. Article 3.A., of the Agreement is hereby modified as follows:
 - a. Effective October 1, 2006, the collection rate shall be \$2.26 per household, per month of which \$.01 per household per month is a fuel surcharge.
 - b. This rate shall remain in effect for the term hereof, subject to adjustment pursuant to the consumer price index method set forth in the Fourth Amendment dated August 27, 1996.
3. Except as modified herein, the terms of the Agreement (as previously modified) shall remain in full force and effect.

4. This Eighth Amendment to the Agreement for Contractual Services shall take effect on October 1, 2006.

IN WITNESS WHEREOF, the Contractor and the District have executed this Agreement as of the day and year first written above.

ATTEST:

Putnam County Solid Waste
Collection and Disposal District
By Board of County Commissioners
Putnam County, Florida

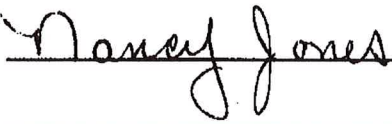



Tim Smith, Clerk

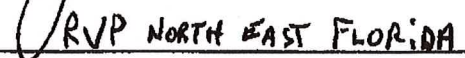
By: 

Linda Myers, Chairman

WITNESS:



Waste Pro of Florida, Inc.
By: 

Its: 

**NINTH AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES FOR
RECYCLING**

This Amendment, dated as of the 25th day of March, 2008, is entered into by and between the Board of County Commissioners of Putnam County, Florida (the "County") and Waste Pro of Florida, Inc. (the "Contractor").

WITNESSETH:

WHEREAS, on September 24, 1991, the County and Tomoka Waste, Inc., entered into an Agreement for Contractual Services ("Agreement") for the curbside collection of recyclable materials; and

WHEREAS, Waste Management Inc. of Florida ("WMIF") subsequently replaced Tomoka Refuse, Inc., as the County's contractor under the Agreement; and

WHEREAS, WMIF assigned its rights and responsibilities under the Agreement to Waste Pro of Florida, Inc. ("Waste Pro"), effective April 1, 2004; and

WHEREAS, the County and the Contractor now wish to clarify and amend the Agreement to reflect their mutual understandings concerning the second (2nd) Extraordinary Rate Adjustment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Contractor agree as follows:

1. The County and the Contractor shall comply with and be bound by all of the provisions of the Agreement, as modified by the eight (8) previous amendments, except as otherwise provided in this Ninth Amendment to the Agreement for Contractual Services for Recycling. Copies of the Agreement and eight prior amendments are attached hereto and incorporated herein by reference.
2. Article 3.A., of the Agreement is hereby modified as follows:
 - a. Effective February 1, 2008, the weekly recycling collection rate shall be \$2.28 per household, per month of which \$.02 per household per month is the 2008 fuel surcharge.
 - b. This rate shall remain in effect for the term hereof, subject to adjustment pursuant to the consumer price index method set forth in the Fourth Amendment dated August 27, 1996.
3. Except as modified herein, the terms of the Agreement (as previously modified) shall remain in full force and effect.

4. This Ninth Amendment to the Agreement for Contractual Services for Recycling shall take effect on March 25, 2008.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the day and year first written above.

ATTEST:

Tim Smith
Tim Smith, Clerk

Board of County Commissioners
Putnam County, Florida

By:

Herman Somers
Herman Somers, Chairman

WITNESS:

Nancy Jones

Waste Pro of Florida, Inc.

By:

Its:

Will
RVP

**TENTH AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES FOR
RECYCLING**

This Amendment, dated as of the 26th day of August, 2008, is entered into by and between the Board of County Commissioners of Putnam County, Florida (the "County") and Waste Pro of Florida, Inc. (the "Contractor").

WITNESSETH:

WHEREAS, on September 24, 1991, the County and Tomoka Waste, Inc., entered into an Agreement for Contractual Services ("Agreement") for the curbside collection of recyclable materials; and

WHEREAS, Waste Management Inc. of Florida ("WMIF") subsequently replaced Tomoka Refuse, Inc., as the County's contractor under the Agreement; and

WHEREAS, WMIF assigned its rights and responsibilities under the Agreement to Waste Pro of Florida, Inc. ("Waste Pro"), effective April 1, 2004; and

WHEREAS, the County and the Contractor now wish to clarify and amend the Agreement to reflect their mutual understandings concerning the third (3rd) Extraordinary Rate Adjustment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Contractor agree as follows:

1. The County and the Contractor shall comply with and be bound by all of the provisions of the Agreement, as modified by the nine (9) previous amendments, except as otherwise provided in this Tenth Amendment to the Agreement for Contractual Services for Recycling. Copies of the Agreement and the nine prior amendments are attached hereto and incorporated herein by reference.
2. Article 3.A., of the Agreement is hereby modified as follows:
 - a. Effective October 1, 2008, the weekly recycling collection rate shall be \$2.38 per household, per month of which \$.10 per household per month is this 2008 fuel surcharge.
 - b. This rate shall remain in effect for the term hereof, subject to adjustment pursuant to the consumer price index method set forth in the Fourth Amendment dated August 27, 1996.
3. Except as modified herein, the terms of the Agreement (as previously modified) shall remain in full force and effect.

4. This Tenth Amendment to the Agreement for Contractual Services for Recycling shall take effect on October 1, 2008.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the day and year first written above.

ATTEST:

Tim Smith
Tim Smith, Clerk

Board of County Commissioners
Putnam County, Florida

By: Hermon Somers
Hermon Somers, Chairman

WITNESS:

Nancy Jones

Waste Pro of Florida, Inc.

By: [Signature]

Its: RVP of north Florida

**Exclusive Franchise Agreement
for the Collection of
Solid Waste and Recyclable Materials
between
The Putnam County Solid Waste
Collection and Disposal District
and
Waste Pro of Florida, Inc.**

EXCLUSIVE FRANCHISE AGREEMENT

This Exclusive Franchise Agreement ("Agreement") is made and entered into this 28th day of July, 2015 ("Effective Date") by and between the Putnam County Solid Waste Collection and Disposal District ("District") acting through Putnam County, Florida ("County"), a political subdivision of the State of Florida, and Waste Pro of Florida, Inc. ("Contractor"), a Florida corporation, which is authorized to do business in the State of Florida.

RECITALS

WHEREAS, the Contractor is currently under contract with the District for the Collection of certain types of Solid Waste and Recyclable Materials that are generated in the County; and

WHEREAS, the Contractor and District desire to enter into a new contract; and

WHEREAS, the District has relied upon the Contractor's performance under the current contract concerning the Contractor's experience and ability to provide Collection Services hereunder; and

WHEREAS, the District wishes to use and the Contractor wishes to provide its services for the Collection of Solid Waste and Recyclable Materials, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the District finds that granting an exclusive franchise to the Contractor, subject to the terms and conditions contained in this Agreement, is in the public interest and will protect the public health, safety, and welfare; and

WHEREAS, the District finds that the franchise granted herein properly balances the District's desire to provide excellent, environmentally-sound Collection Services to its residents and its desire to minimize the cost of such services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein and the mutual benefits provided hereunder, the receipt and sufficiency of which are hereby acknowledged, the District and the Contractor agree that they shall be bound by and shall strictly comply with the following provisions of this Agreement:

1. **TERM:**

The term of this Agreement shall be for the period beginning on the date first stated above, and unless sooner terminated, this Agreement shall terminate on the fifth (5th) anniversary of the Start of Service. The Contractor hereby agrees that the County, at its sole discretion, may unilaterally elect to extend the Term of this Agreement for an additional one or two one year extensions with conditions and pricing that are in effect at the time of such Term extension, to continue until termination of this Agreement.

2. **DEFINITIONS:**

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any action that is contrary to federal, state or local law.

Agreement shall mean this franchise agreement.

Biohazardous or Biomedical Wastes shall mean those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms; included, but not limited to, waste resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.

Board shall mean the Board of County Commissions of Lee County, Florida.

Bulk Waste shall mean any non-vegetative (except Christmas Trees) item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, sinks, bicycles, and other similar domestic appliances, household goods and furniture and shall not be commingled with Vegetative Waste. There shall be no weight limit for any item of Bulk Waste.

Can or Garbage Can shall mean any commonly available light gauge steel, plastic, aluminum or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and two handles. A Garbage Can is also defined as a heavy duty, securely tied, plastic bag designed for use as a garbage receptacle. Such container including waste materials shall not exceed forty (40) gallons in nominal capacity or fifty (50) pounds in weight, unless a Contractor implements (with written authorization from the Contract Administrator or his designee) an automated or semi-automated collection system requiring the use of some other standard receptacle compatible with the Contractor's equipment supplied by the Contractor and approved by the County. A suitable cardboard box may also be used as a Garbage Can, provided the contents do not contain a level of moisture as to saturate the box and

1.101 Yard Waste shall mean any vegetative matter resulting from yard and landscaping maintenance, including but not limited to shrub and tree trimmings, grass clippings, palm fronds, and branches.

2. CONTRACTOR'S FRANCHISE

2.1 EXCLUSIVE FRANCHISE FOR RESIDENTIAL COLLECTION SERVICE

Subject to the conditions and limitations contained in this Agreement, the Contractor is hereby granted an exclusive franchise to provide Residential Collection Service in the Service Area. The Contractor's franchise includes the exclusive right to collect Garbage, Rubbish, Yard Waste, Bulky Waste, and Source Separated Recyclable Materials that are generated on Residential Property and collected at Curbside. The Contractor shall have the sole right to provide these Collection Services in the Service Area. The Contractor shall have the sole responsibility for providing these Collection Services in compliance with the requirements in this Agreement.

2.2 NON-EXCLUSIVE FRANCHISE FOR COMMERCIAL WASTE AND SOURCE SEPARATED RECYCLABLE MATERIALS GENERATED ON COMMERCIAL PROPERTY

Subject to the conditions and limitations contained in this Agreement, the Contractor may file an application for a non-exclusive franchise, license, or other authorization for the Collection of Commercial Waste and Source Separated Recyclable Materials generated on Commercial Property in the Service Area. At its option, the County may grant any other Person a non-exclusive franchise, license, or other authorization for the Collection of Commercial Waste and/or Source Separated Recyclable Materials generated on Commercial Property in the Service Area.

2.3 LIMITATIONS ON THE CONTRACTOR'S FRANCHISE

This Agreement only grants a franchise for the services and types of Solid Waste that are explicitly addressed herein. No other services or materials are subject to the Contractor's franchise under this Agreement. Section 21, below, identifies some of the materials that are not subject to the Contractor's exclusive franchise.

3. TERM OF THIS AGREEMENT

3.1 INITIAL TERM OF FRANCHISE AGREEMENT

This Agreement shall take effect and be binding upon the parties from the Effective Date until the date when this Agreement is terminated or expires. The initial term of this Agreement shall begin on the Effective Date and continue through and including September 30, 2025, unless this Agreement is terminated earlier.

3.2 OPTION TO RENEW THE AGREEMENT

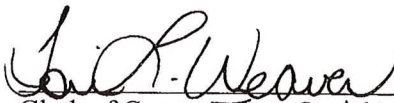
The District shall have the right to renew this Agreement for an additional five-year term by giving written notice to the Contractor at least 180 days prior to the end of the initial term. If the District exercises this renewal option, the District shall also have the right to renew this Agreement for additional five-year terms by giving written notice to the Contractor at least 180 days prior to the end of any five-year renewal term. Notwithstanding the foregoing, the District shall not have the right to exercise either renewal option if (a) the District is in default under the Agreement or (b) the Contractor gives written notice to the District, at least eighteen months

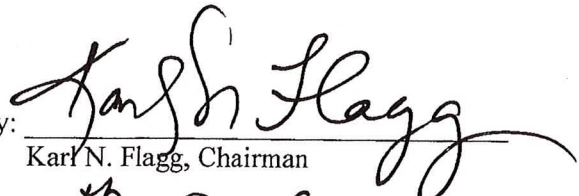
IN WITNESS WHEREOF, the parties have made and executed this Agreement, as attested to by the signature of their duly authorized officers or representatives and their official seals affixed hereon, the day and year first above written.

PUTNAM COUNTY SOLID WASTE
COLLECTION AND DISPOSAL DISTRICT

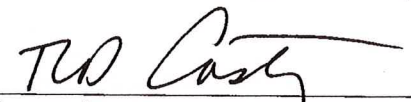
BY BOARD OF COUNTY COMMISSIONERS
OF PUTNAM COUNTY, FLORIDA

Attest:


for Clerk of Court, Tim Smith

By: 
Karl N. Flagg, Chairman
28th day of July, 2015

Approved as to form and legal sufficiency:

By: 
County Attorney

WITNESSES:

DAC
Signature

DANIEL CARLE
Printed Name

28th day of July, 2015

CONTRACTOR

By: [Signature]
Signature

TIM DOLAN RVP
Printed Name and Title

28th day of July, 2015

[Signature]
Signature

MICHAEL E. ANDERSON
Printed Name

28th day of July, 2015

ATTEST:

SECRETARY

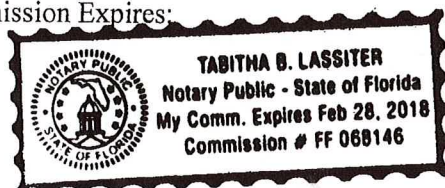
STATE OF FLORIDA)
) SS:
COUNTY OF PUTNAM)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Tim Dolan as RVP, of Waste Pro of Florida, Inc., an organization authorized to do business in the State of Florida, and he/she executed the foregoing Agreement as the proper official of Waste Pro for the uses and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the state and city aforesaid on this 28th day of July, 2015.

Tabitha B. Lassiter
NOTARY PUBLIC

My Commission Expires:





The CITY OF DAYTONA BEACH

"THE WORLD'S MOST FAMOUS BEACH"

Office of the Director of Public Works

January 8, 2021

To Whom It May Concern:

Please accept this Letter of Reference as to our experience with Waste Pro as our solid waste and recycling service provider.

The City Commission of Daytona Beach, Florida awarded a contract and exclusive franchise to Waste Pro of Florida, Inc in 2007 for Residential and Commercial Solid Waste, Yard Waste, Recycling Collections and Disposal Services. The Commission renewed the contract in 2012 for an additional 10 years. Our contract with Waste Pro requires collection of all residential and commercial properties in the City of Daytona Beach and includes requirements to provide service for many large special events in the City.

Waste Pro has been an excellent partner with the City and has provided un-interrupted service for the last 14 years. City staff has found Waste Pro to be very responsive to issues and concerns brought forth by the City. Waste Pro has also been a strong community partner with support of many City and Community organizations including the Daytona Beach Regional Chamber of Commerce, Boys and Girls Club of Volusia and Flagler Counties, Mayor's Annual Charity Golf Tournament, NAIA National Championship, NAACP, Daytona First Tee, Minority Racing Association, Toys for Tots and many other organizations.

Waste Pro has also helped the City with many community cleanups and provided hurricane debris removal services on an emergency basis when the City's debris hauler was unable to provide service.

The City's relationship with Waste Pro has been a positive and mutually beneficial one. I hope this information is helpful when considering Waste Pro's response to your proposal. Please feel free to contact me with any questions.

Sincerely,

Andrew J. Holmes
City of Daytona Beach
Public Works Director



CITY OF HOLLY HILL
1065 Ridgewood Avenue Holly Hill, Florida 32117
www.hollyhillfl.org

**Building,
Zoning,
Licensing &
Inspections**
386-248-9442
Fax 386-248-9498

**City
Clerk**
386-248-9441
Fax 386-248-9448

**City
Manager**
386-248-9425
Fax 386-248-9448

**Economic
Development**
386-248-9424
Fax 386-248-9448

Finance
386-248-9427
Fax 386-248-9448

**Human
Resources**
386-248-9440
Fax 386-248-9448

**Information
Technology**
386-248-9449
Fax 386-248-9448

**Public
Works**
386-248-9463
Fax 386-248-9499

Recreation
386-248-9460
Fax 386-248-9446

**Utility
Billing**
386-248-9432
Fax 386-248-9448

January 11, 2021

Subject:

To Whom It May Concern:

The City of Holly Hill has had Waste Pro as the solid waste removal contractor for all of solid waste throughout the city of Holly Hill since Sept, 2017 with a term of 10 years.

Since the execution of this contract, Waste Pro has completed all of the tasks required to the satisfaction of the City along with being responsive to all of the city requests in a timely manner.

During the past 3.5 years the city has determined that Waste Pro has been performing all of the tasks under the contract with the city. The city has also determined that Waste Pro has fulfilled all of their duties and consider them as a contractor with good standing with the city of Holly Hill.

Please let me know if you need any other information.

Sincerely

**Antoine Khoury P.E.
City Engineer/Public Works Director**

City of South Daytona

Office of the City Manager

Post Office Box 214960 • South Daytona, FL 32121 • 386/322-3010 • FAX 386/322-3008



January 14, 2021

RE: WASTE PRO LETTER OF RECOMMENDATION

The City of South Daytona has utilized the solid waste collection services of Waste Pro for the last 15 years. During that time, Waste Pro has provided a dependable and reliable service to our residents and commercial property owners. The thoroughness of their collection efforts affords the City an opportunity to complete other tasks instead of tracking collections on pickup days.

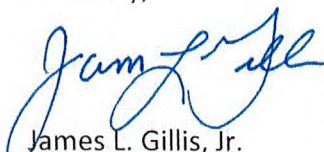
Waste Pro keeps their fleet in excellent condition to avoid unnecessary hydraulic spills and an unsightly appearance which enhances the public's view of solid waste collection not only for their company but for the City of South Daytona as well.

Communication is the key to any partnership and the staff at Waste Pro has always been available to address resident issues in a timely, efficient manner. During extreme weather events, Waste Pro has offered their services to assist with our post-recovery cleanup operations.

Waste Pro has been a very good partner with the City of South Daytona by participating in events such as our grilling competition and memorial golf tournament. The extra effort they put into customer service and their partnership continues to make the City of South Daytona a nice place to live, work and play.

If you should have any questions or wish to discuss our experience with Waste Pro further, please do not hesitate to contact me.

Sincerely,



James L. Gillis, Jr.
City Manager



CITY OF
SANFORD
OFFICE OF THE MAYOR &
CITY COMMISSION

February 23, 2021

To Whom It May Concern:

I am pleased to recommend to you WastePro as a solid waste collection company. In 2007 WastePro replaced a company that had not served us well, and it was an excellent move for us. Instead of excuses and reports showing percentage of complaints, WastePro gets the job done. On the rare occasion something is missed, they are quick to correct it. They are accessible and responsive to both our staff and to our elected officials.

We can always depend on them to provide us additional assistance during storm clean up, they are a good corporate citizen, and they are working on green initiatives such as CNG fueled trucks.

Our contract with WastePro is scheduled to expire this year and rather than going to bid, we will be exercising the option to extend our existing contract based on our experience with them.

Please feel free to contact me if you have any questions.

Sincerely,

Art Woodruff
Mayor

art.woodruff@sanfordfl.gov

Art Woodruff
Mayor

Sheena Britton
District 1

Kerry S. Wiggins, Sr.
District 2

Patrick Austin
District 3

Patty Mahany
District 4

Norton N. Bonaparte, Jr.
City Manager



CHAPTER 2 - EXPERIENCE, QUALIFICATIONS AND PRIOR PERFORMANCE

(c) administrative fines, liquidated damages or other penalties were assessed or were deducted from the Proposer's payments under a contract with a city, county, or governmental entity for Collection Services and such fines exceeded ten thousand dollars (\$10,000) in one month.

- **Palm Beach County SWA Area 1**

- January 2018
- April 2018

- **City of Port St Lucie**

- August 2019
- September 2019
- December 2019
- March 2020
- June 2020
- August 2020
- February 2021
- March 2021
- April 2021
- May 2021
- June 2021
- July 2021

- **St. Lucie County**

- August 2019
- September 2019
- December 2019
- July 2020
- December

- **Leon County**

- July 2015
- March 2016
- April 2016
- May 2016
- March 2017
- June 2018
- July 2018
- August 2018
- February 2019
- March 2019
- April 2019
- May 2019



- **City of Tallahassee**
 - September 2015
 - March 2016
 - June 2016
 - August 2016
 - September 2016
 - August 2017
 - May 2019
 - June 2019
- **City of Palm Coast**
 - February 2019
 - June 2021
- **City of Jacksonville**
 - March 2016
 - April 2016
 - July 2016
 - August 2018
 - October 2018
 - March 2019
 - April 2019
 - May 2019
 - January 2020
 - February 2020
 - July 2020
 - September 2020
 - October 2020
 - April 2021
 - May 2021
 - July 2021
 - August 2021
- **City of Daytona Beach**
 - April 2016
 - May 2016
- **Orange County**
 - February 2018
 - June 2018
 - July 2018
 - August 2018
 - September 2018
 - October 2018
 - November 2018
 - December 2018
 - March 2019
 - April 2019
 - March 2021



- **Seminole County**
 - March 2018
 - April 2018
 - **Lake County**
 - July 2018
 - August 2018
 - February 2019
 - March 2019
 - **City of Sanford**
 - May 2018
-

FORM 4 – Compliance Certification Form

Please check the appropriate box where indicated and initial where indicated for each of the listed requirements for certification. This Form must also be signed, notarized, and dated by the same signatory.

1. **Scrutinized Companies** - Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with local governments for goods or services of one million dollars (\$1,000,000) or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or are engaged in business operations in Cuba or Syria. Both Lists are created pursuant to section 215.473, Florida Statutes. In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services. As the person authorized to sign on behalf of Proposer, I hereby certify that Proposer is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. In addition, Proposer is not listed on the Scrutinized Companies that Boycott Israel List, or is engaged in any boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Cuba or Syria, or boycotting Israel may subject the Proposer to civil penalties, attorney's fees, and/or costs. Initials BW
2. **Public Entity Crime** - Any person or affiliate who has been placed on the convicted vendor list following a conviction of a **public entity** crime may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified below is qualified to submit a proposal under Fla. Stat. §287.133(2)(a). Initials BW
3. **Americans with Disabilities Act** - The CONTRACTOR shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Contract for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA. Initials BW
4. **Drug-Free Work Place** - As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified below in the section entitled "Respondent Vendor's Name" is in compliance with Florida Statue 287.087, providing a Drug-Free Workplace. Initials BW

5. **Compliance With Public Records** - Upon award, recommendation, or thirty (30) days after receipt, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. The submission of a proposal authorizes release of Proposer's credit data to City of Palm Coast. If the Proposer submits information exempt from public disclosure, Proposer must identify with specificity which pages/paragraphs of its proposal are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate electronic file marked accordingly. By submitting a response to this solicitation, Proposer agrees to defend the City in the event City is forced to litigate the public records status of Proposer's documents. Initials BW
6. **Litigation: Provide a summary of all litigation, claim(s), or contract dispute(s) filed by or against the Proposer in the past five (5) years that are related to the services the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.**
☐ Applicable ☒ Not Applicable. Initials BW
7. **License Sanctions: Attach a list of any regulatory or licensing agency sanctions within the past five (5) years. Check appropriate box:** ☐ Applicable ☒ Not Applicable Initials BW
8. **Vendor Registration** - All proposers awarded contracts, purchase orders, or work orders must register as a vendor with the City of Palm Coast. Please indicate if your company has registered as a vendor with the City of Palm Coast. ☒ I have already registered as a vendor with the City. ☐ I have not registered as a vendor with the City, but plan to do so if awarded a contract, purchase order, or work order through this solicitation. Initials BW
9. **Proposal Submission Acknowledgement** - The Proposer has carefully examined the RFP, including the Instructions, Contract Template, addenda, and any other accompanying documents for this project. The Proposer has completely analyzed the information contained in this RFP as guidance for the preparation its proposal. The Proposer's submittal is sufficiently specific, detailed and complete to clearly and fully demonstrate the Proposer's understanding of the proposed work and/or product requirements. The Proposer agrees and understands that, if awarded, all portions of the proposal shall become an integral part of the agreement and contract with the City of Palm Coast, Florida. Should there be a conflict between the proposal and the RFP, the RFP shall prevail. Initials BW

I certify that all information contained in this proposal is truthful and correct at the time of submission. I further certify that I am duly authorized to submit this proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the contract. I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Palm Coast or of any other interested proposer; and that the undersigned executes this Certification with full knowledge and understanding of the matters herein contained and is duly authorized to do so. The signatory for the Proposer swears that none of the information supplied was for the purpose of defrauding the City.

FORM 4 – Compliance Certification Form (Continued)

PROPOSER

Waste Pro of Florida, Inc.

Printed Name of Proposer

Brian Wintjen
Signature

Brian Wintjen

Printed Name

Regional Vice President

Printed Title

Sept 29, 2021
Printed Date

bwintjen@wasteprousa.com

Contact Email

401 S. Bay Street

Street Address / Suite #

Bunnell, Flagler County, FL 32110

City, State Zip

352-553-8693

Phone

STATE OF Florida

)

) ss

COUNTY OF Flagler

)

Sworn to and subscribed before me by means
of ☒ physical presence or ☐ online notarization

This 29th day of

September 2021

Donna J Hardy
Signature of Notary

Donna J Hardy
Printed, Typed, or Stamped Name of Notary

Notary Public, State of Florida

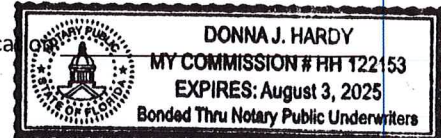
My commission expires 8/3/25

Personally Known ☒

-OR-

Produced Identification

Type: _____





WASTE & RECYCLING

Waste Pro keeps it simple

CHAPTER 2

EXPERIENCE, QUALIFICATIONS, AND PRIOR PERFORMANCE



REQUEST FOR PROPOSAL FOR RESIDENTIAL SOLID WASTE
PALM COAST, FLORIDA | PROJECT #: RFP-CE-21-42



Due: Thursday, September 30, 2021; 2:00 p.m.

CHAPTER 2 - EXPERIENCE, QUALIFICATIONS AND PRIOR PERFORMANCE

Each Proposer must demonstrate that it satisfies the minimum requirements in Section 5.1, for experience.

Section 5.1, Selection Criteria

EXPERIENCE

- A. The Proposer must have at least three (3) years of experience collecting Garbage at Curbside pursuant to qualifying residential contracts described in item C below.**

Waste Pro has consistently held exclusive residential contracts with the Counties/Cities described in item C below for a **minimum** of the last five (5) years.

- B. The Proposer currently must be providing Collection Service under at least two (2) qualifying residential contracts.**

All five (5) of the references/contracts listed in item C meet the criteria for “qualifying residential contracts” as described in item C and are currently being served.

- C. Each of the qualifying residential contracts must be an exclusive contract – i.e., a contract with a city, county, or other governmental entity that gives the Proposer the exclusive right to collect the Garbage generated by the residents in a designated geographic area.**

Waste Pro has held (for a minimum of 5 years) and continues to hold exclusive residential contracts to collect garbage and other items generated by the resident in a designated geographic area with the following cities/counties (as well as others) in the State of Florida:

<u>Governmental Entity</u>	<u>Residential Customer Count</u>	<u>Carts/Automated/Semi</u>
1. Palm Beach County, Florida	46,708	Yes
2. Orange County, Florida	51,300	Yes
3. Manatee County, Florida	78,436	Yes
4. City of Tallahassee, Florida	48,450	Yes
5. Putnam County, Florida	33,800	No

- D. Under each of the qualifying residential contracts, the Proposer must collect Garbage from at least thirty-seven thousand (37,000 (27,000)) Residential Customers at Curbside locations.**

As stated in item C above, each of the qualifying residential contracts provide for collection of garbage from at least twenty-seven thousand (27,000) residential customers at curbside locations.

Due: Thursday, September 30, 2021; 2:00 p.m.

E. Under at least one of the qualifying residential contracts, the Proposer must collect Garbage at Curbside locations using Garbage Carts and automated or semi-automated equipment.

Four of the five qualifying residential contracts listed in item C above are contracts under which Waste Pro collects garbage at curbside locations using garbage carts and automated or semi-automated equipment.

Palm Beach County, Orange County, Manatee County and the City of Tallahassee, all in the State of Florida are contracts whereby Waste Pro collects garbage at curbside using garbage carts and automated or semi-automated equipment.

F. Each qualifying residential contract must be with a city, county or other governmental entity located in the Southeastern United States.

As noted in item C above, each and every qualifying residential contract listed by Waste Pro is located right here in the State of Florida, not just the Southeastern United States.

G. The Proposer shall assign a District Manager and a Field Supervisor (or other employees with similar job titles and responsibilities) to the City's work. Both employees must have at least five (5) years of experience working in a similar role on a comparable project. For the purposes of this paragraph a comparable project means one that includes the collection of Garbage from at least thirty-seven thousand (37,000 (27,000)) Residential Customers at Curbside.

The following employees are assigned to the Palm Coast contract and are responsible for the City's work:

Heather Badger, Division Manager



Heather has been involved in the Palm Coast contract since 2009 when she first came to Waste Pro. In 2015, she was promoted to Assistant Division Manager. At that time, Heather took over the day to day supervisory role for the contract including operations, administrative responsibilities, customer service issues and solutions, routing, community service and all other details that make up an exclusive municipal residential contract. Heather's role in this capacity continued as she took on the Division Manager position in 2019. Heather interacts with city staff as well as the community and elected officials while continuing to manage the day to day aspects of the Palm Coast and Flagler County Contracts. She manages all operations for the entire Flagler County Division and will

continue to do so. This ensures that any transition to a new contract period and any changes in the contract conditions will be seamless.

Due: Thursday, September 30, 2021; 2:00 p.m.

Ron Sanders, Route Supervisor

Ron has over six years of experience as a lead driver/supervisor in the solid waste industry. Over five of these years have been during his employment with Waste Pro. By the time the new contract goes into effect, Ron will have been a Route Supervisor in Palm Coast for over five years. He knows the routes and the nuances of Palm Coast like the back of his hand. Ron is responsible for supervising daily activities of residential drivers and helpers in Palm Coast and their safe and timely delivery of services to the residents. Ron has additional responsibilities which are further detailed in Section 3 of this proposal.



Each Proposer must describe its experience with qualifying residential contracts by using Form 3, which is provided in Section 6 of this RFP. For each qualifying residential contract identified on Form 3, please attach copies of the following pages from the qualifying residential contract:

- (a) The title page;**
- (b) The pages that identify the beginning and ending dates of the contract; and**
- (c) The pages that contain the signatures of the parties executing the contract.**

For each of the contracts listed 1-5, noted in item C above, a Form 3, *Experience/References* and the required corresponding contract pages representing (a)-(c), are included at the back of this Section 2, respectively as numbered. Each of the contracts are qualifying under the terms referenced above.

**Note: Included are pages from the original (first contract) period, as well as the current contract period.*

In addition to demonstrating compliance with the minimum criteria in Section 5.1, each Proposer is encouraged to use Form 3 to identify their (5) most recently awarded comparable projects. If the Proposer wishes to identify more than a total of five (5) projects, the Proposer should provide this information in the text of its Proposal, without using Form 3. Please do not use Form 3 to identify more than a total of (5) comparable projects. The City is most interested in current projects in Florida that involve providing Residential Collection Services to at least thirty-seven thousand (37,000 **(27,000)) Residential Customers at Curbside locations.**

There are a limited number of these size contracts in the State of Florida. While the contracts listed and noted in the attached Forms 3 are not “new” contracts, they are **recently renewed** which shows consistency in excellent performance. The references noted in the attached Forms represent five recent/current projects in the State of Florida wherein Waste Pro is providing Residential Collection Services to at least twenty-seven (27,000) Residential Customers at Curbside locations.

Each Proposer also is encouraged to provide information in Chapter 2 to demonstrate that the Proposer has the experience to provide all of the Collection Services required under the Service Contract, including the Collection of:

- (a) Garbage from Residential Customers using Garbage Cans or Garbage Carts at Curbside;
- (b) Source Separated Recyclable Materials in Recycling Bins or Carts at Curbside;
- (c) Yard Waste at Curbside; and
- (d) Bulky Items and White Goods at Curbside.

Continuous Engagement and Services Similar for a Period of Five Years or More in a Government Setting and Company is Presently Engaged in Same with Satisfactory Performance.

All references included in the above Section and noted in the following *Forms 3 Experience/References* represent Waste Pro's continuous engagement and services similar for a period of five (5) years or more in a government (city/county) setting and Waste Pro is presently still engaged in these contracts/services with satisfactory or better performance. In addition, we have provided Letters of Reference from other government entities whereby we have provided continuous services similar to those designated in this RFP for a period of five (5) years or more. These letters of reference are included at the back of this Chapter.

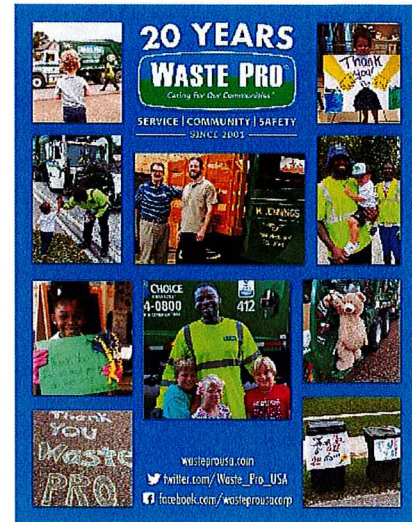
Overview of Firm's Qualifications and Capacity to Meet all Requirements



WASTE PRO is headquartered in Central Florida, and is managed by the Southeastern United States' most experienced team of waste professionals. Founded in 2001 by industry legend, John J. Jennings, we are fully capable of performing the scope of services required under Section C of the Contract for Services, which is the subject of this RFP #21-03, for Solid Waste, Yard Waste and Recycling Collection and Disposal Services.

Celebrating our 20th Anniversary this year, Waste Pro has grown to become one of the country's largest privately-owned waste collection, recycling and disposal companies with revenues exceeding \$800 million and a team of more than 4,000 professionals. Waste Pro today is managed by a highly experienced team of Regional Vice Presidents, Division Managers and support staff with countless years of industry experience.

The Jennings Team has always been and continues to be comprised of individuals who prefer day-to-day contact with both our employees and our customers. Our philosophy is drastically different than the corporate bureaucratic makeup of the big national companies. Our preference is to deal with local vendors and maintain our personal touch with our employees and their families.



Today we are proud to offer services from eighty (80) operating facilities including landfills in ten regional market areas. We have operating locations in 62 of Florida's 67 counties and more than one million square feet of office and industrial space on 500 acres. Waste Pro holds over three hundred (300) exclusive City and County franchises and is currently contracted to provide solid waste and recycling services to over 2,000,000 residences and over 40,000 businesses. In addition, Waste Pro is now the largest recycling company in several of its locations including Atlanta, North Florida, and Sarasota.

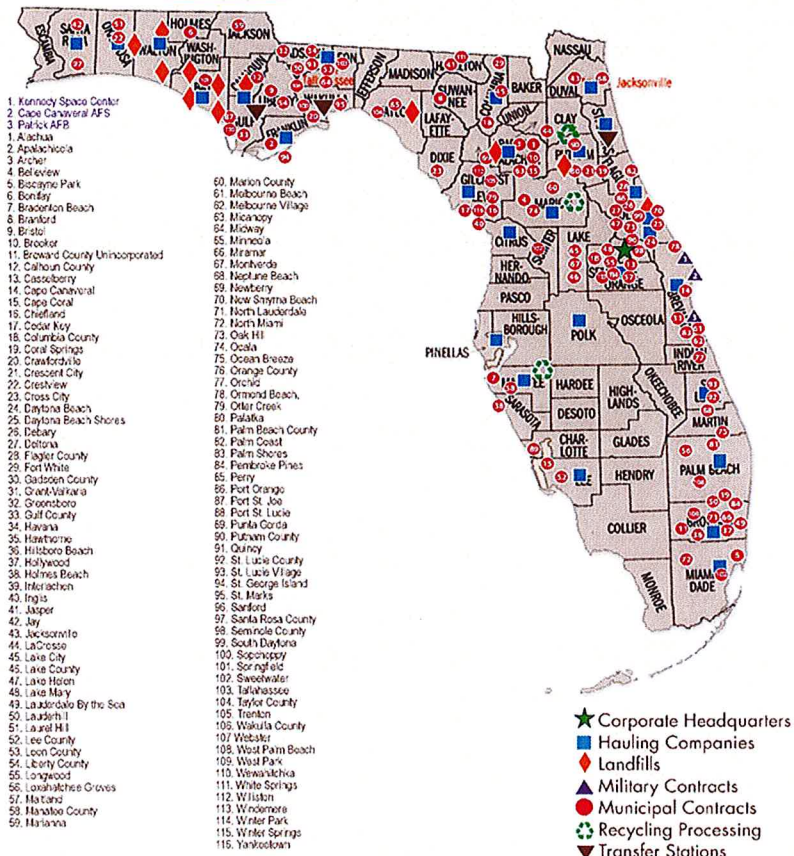


Waste Pro maintains a fleet of more than 2,800 clean, state of the art trucks, featuring high impact community-oriented graphics. Every truck incorporates the 3rd Eye, 360-degree onboard camera system.

In 2011, our Palm Coast facility underwent a complete renovation, costing \$1.5 million dollars and resulting in a state-of-the art waste and recycling collection facility. Overall, Waste Pro has invested \$4.4 million in the local property which includes a full service CNG fueling station.

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 continuing our WIN-WIN relationship with the City of Palm Coast!

WASTE PRO OF FLORIDA INC.



WASTE PRO OF FLORIDA, INC.

Corporate Headquarters

2101 W SR 434 Suite 305, Longwood, FL, 32779
407-869-8800 Fax: 407-869-8884

Due: Thursday, September 30, 2021; 2:00 p.m.

The Senior management team is fully capable of fulfilling and exceeding all contractual requirements, with each exceeding the City of Palm Coast's proposal requirements.

Background and Experience of Senior Management

John J. Jennings – Chairman

John J. Jennings is the founder and visionary behind Waste Pro's mission to create more sustainable, cost-effective waste and recycling solutions. As Chairman of the Board and Chief Executive Officer, he has transformed Waste Pro into one of the fastest growing solid waste companies in the United States, receiving national recognition for his strategic direction and development of innovative initiatives.



Prior to launching Waste Pro USA, Inc. in 2001, Jennings had an established reputation as a prominent leader in the recycling and waste disposal industry. From 1992 to 1995, Jennings served as chief executive officer of Jennings Environmental Services, the largest, privately-owned waste disposal company in Central Florida. Upon merging with USA Waste Services, Inc. in 1996, Jennings Environmental Services became a subsidiary and Jennings was named Regional Vice President for the Florida and Caribbean division. Commanding a management team composed of many of Waste Pro's current leaders, Jennings oversaw more than 160 municipal contracts that served 1.8 million residencies and 20,000 commercial enterprises.

Today, Waste Pro provides unparalleled collection and processing services from more than 75 local and regional operating facilities in Florida, Georgia, North and South Carolina, Alabama, Mississippi, Louisiana, Arkansas, Missouri and Tennessee. By adhering to the Jennings' Philosophy—a customer-centric approach that maintains the highest level of service and operational capacity—Waste Pro has grown into one of the largest, full-service, vertically integrated waste management companies. In 2020 our revenues exceeded \$800 million, our staff consisted of more than 4,000 highly skilled professionals, and our mobile fleet contained over 2,800 heavy trucks. Yet, our success is not merely reflected in numbers. Under the direction of Jennings, Waste Pro has earned recognition as an environmentally-friendly, industry-leading company dedicated to protecting local, regional, and global ecosystems. Jennings serves on industry regulatory panels, government committees, and has been a featured speaker on environmental issues and policies at both the national and international level. In 2011, he was unanimously elected to the National Solid Waste Management Association Hall of Fame, became a finalist for the Ernest & Young Entrepreneur of the Year Award, and was the honorary keynote speaker of the 2011 Executive Roundtable for America's Solid Waste Leaders.



Although Jennings' vision and insight has landed Waste Pro on a national stage, it is his loyalty to his humble beginnings and core values that has made Waste Pro the company of customer-choice. His father, Michael Jennings, was an Irish immigrant who worked as a garbage man in Long Island. Putting in long hours each day, Michael Jennings taught his son the importance of a diligent work ethic, telling him that the quality of

work you deliver is the reflection of who you are as a person. Jennings attended Holy Cross High School in Queens, New York, where he was later elected into the school's Hall of Fame for his Waste Pro accomplishments. He went on to earn his Bachelor of Science degree in Management and an MBA in Finance from St. Johns University, in addition to the Chartered Investment Analysis degree from New York Institute of Finance. Early in his career, Jennings developed astute business savvy by working as a trader/analyst on the New York Stock Exchange.

Sean Jennings – President and CEO

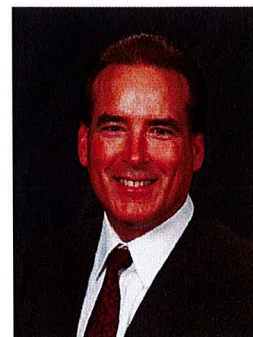
Sean Jennings, son of Waste Pro Founder/Chairman John Jennings, has been exposed to every facet of the waste and recycling business throughout his life and more formally since joining the industry officially in 2012. Sean is a third-generation garbage man and native Floridian from Longwood. He previously served as the Division Manager of Waste Pro's Sarasota-Bradenton Regional Operations and Recycling Facility. In addition, he is as a Corporate Officer of Waste Pro USA, Inc. Following graduation from the University of Alabama, where he majored in economics and finance, Sean spent a year working in collection and landfill disposal in Costa Rica. Upon his return to the States, he spent a year in operations and landfill construction in Georgia and Mississippi. In 2014, Sean became the Division Manager for the Tampa-Clearwater area and then assumed management of the Bradenton-Sarasota Division in 2016, building CNG and recycling facilities to meet the needs of Manatee County's seven-year contract extension. In addition to his role as President, Sean serves on numerous community boards. In 2018, he was honored with Waste360's 40 Under 40 Award. Sean was also a member of Waste Pro's inaugural Leaders Initiative class. Sean currently resides in Sarasota, FL.



Cort Sabina - Chief Financial Officer

Cort Sabina has 29 years of in-depth accounting and financial management experience. At Waste Pro, he has served as Corporate Controller, Vice President and Chief Accounting Officer and is presently Vice President and Chief Financial Officer. Cort was elected to the Waste Pro Board of Directors in March 2015.

Cort's experience began with one of the Nation's largest Taft-Hartley Health and Welfare and Pension Funds, Central States Southeast and Southwest Area's Health and Welfare and Pension Funds in Chicago. During his 10 years with Central States, he held a variety of positions including Staff Auditor and Audit Manager. Widening his accounting skills in public accounting, he joined the "big four" firm Ernst & Young in Chicago, IL. He followed that role as Division Controller with Allied Waste in the Chicago market.



In 2000, Cort moved to Florida to join Florida Recycling Services (FRS). Following an acquisition by Waste Services (Progressive Waste), Cort continued with the company as a District/Regional Controller. Cort joined the management team of Waste Pro USA as Corporate Controller in July 2006. Cort is a member of the Rollins College Financial Leadership Network (FLN) as part of the CFO Council. Cort is also an Advisory Board Member of the FICFO (Florida Institute of CFO's) and an Advisory Board Member for Blackstone Global Insurance.

Due: Thursday, September 30, 2021; 2:00 p.m.

Keith Banasiak – Chief Operating Officer & Senior Vice President

As a Graduate of Indiana University with a B.S. in Business Administration, Keith Banasiak has more than 30 years of management experience in the waste industry. In 1987, he started in the non-ferrous scrap processing and reclamation industry. Primarily responsible for processing operations, he managed fleet operations, disposal of residual special waste and the facility environmental requirements of state and local governments. In 2001, he relocated to Ft. Myers as Regional Manager for a private solid waste and disposal hauling company. He was responsible for managing two facilities that covered four counties in South Florida. These municipal contracts consisted of 85,000 residential units and 7500 commercial accounts.



Banasiak, who was named Senior Vice President in 2019, has more than 30 years of experience in the waste industry. Prior to his promotion last year, he served as Regional Vice President of Waste Pro's Florida West Coast operations, one of the company's largest regions with more than 275,000 residential customers and more than 10,000 commercial customers across Florida's West Coast from Taylor County south through Collier County.

A resident of Southwest Florida, Banasiak is involved in many local and regional community organizations, including serving as Chairman Emeritus of both Keep Lee County Beautiful and Keep Manatee Beautiful. He also serves as Chairman for the Community Cooperative and board member for The Foundation for Lee County Public Schools.

Tim Dolan – Vice President of Municipal Marketing

Tim Dolan is the Vice President of Municipal Marketing for Waste Pro. A graduate of North Carolina State with a bachelor's degree in History, Tim oversees the municipal marketing process companywide. He works closely with the Regional Vice Presidents and the municipal marketing team who build relationships with city and county leaders across Waste Pro's ten-state footprint to secure new and renewed business. Tim began his career in the waste industry working summers at just 15 years old. He has been with Waste Pro for nearly 20 years, first as a Division Manager in Orlando, one of the region's largest divisions. He was promoted to Central Florida Regional Vice President in 2006 and in his time in that role, led one of Waste Pro's most successful regions by building meaningful and lasting relationships with local city, county, and municipal governments. Tim resides in Sanford, Seminole County, Florida.



Major contracts led by Dolan include Daytona Beach, Port Orange, Ormond Beach, Lake Mary, Longwood, Cape Canaveral, Sanford, Seminole County, Orange County, Winter Park, Maitland, and most recently, Oviedo. In addition to his participation in numerous community organizations and events, Tim serves on the board of Community Leaders and Elected Officials as well as Florida Citrus Sports.



Due: Thursday, September 30, 2021; 2:00 p.m.

Waste Pro is proud to offer services from over 80 locations in ten states which include Florida, Georgia, Louisiana, Mississippi, North & South Carolina, Tennessee, Alabama, Arkansas and Missouri. Waste Pro holds over three hundred exclusive City and County franchises. Waste Pro provides solid waste and recycling services to over 2,000,000 residences and over 40,000 commercial businesses. Again, holding two hundred and six (206) exclusive City and County franchises.

Since 2001, Waste Pro USA has earned most of these hauling contracts through a competitive bidding process, however some were absorbed through acquisition:

Allgood – AL, Alachua – FL, Arcade - GA, Archer – FL, Belleview – FL, Belmont – NC, Bessemer City – NC, Bibb County – AL, Bloomingdale – GA, Bowman – GA, Bonifay - FL, Bradenton Beach – FL, Branford – FL, Bristol – FL, Brooker – FL, Buncombe County - NC, Calhoun County – FL, Canton – MS, Cape Canaveral – FL, Cape Coral – FL, Carl – GA, Casselberry – FL, Carthage – MS, Chiefland – FL, Cedar Key – FL, Concord – NC, Crescent City – FL, Crestview – FL, Cross City – FL, Danielsville – GA, Daytona Beach – FL, DeBary – FL, Decatur – MS, Deltona – FL, Denton – NC, Flagler County – FL, Foley – AL, Fort White – FL, Gadsden County – FL, Gonzalez – LA, Grant Valkaria – FL, Gautier – MS, Greensboro – FL, Gwinnett County – GA, Harrison County – MS, Havana – FL, Hawthorne – FL, Hinds County – MS, Hollywood – FL, Ila – GA, Interlachen – FL, Inglis – FL, Jackson County – MS, Jacksonville – FL, Jasper – FL, Jefferson – GA, Jemison – AL, Kimberly – AL, La Crosse – FL, Lake Helen – FL, Leake County – MS, Lee County – FL, Liberty County – FL, Locust Fork – AL, Loganville – GA, Longwood – FL, Louisville – MS, Loxahatchee Groves – FL, Manatee County – FL, Maysville – GA, Melbourne Village – FL, Meridian – MS, Melbourne Beach – FL, Micanopy – FL, Midway – FL, Minneola – FL, Miramar – FL, Monroe – NC, Montverde – FL, Moss Point – MS, Nicholson – GA, Neptune Beach – FL, Newberry – FL, North Lauderdale – FL, North Miami – FL, Noxapater – MS, New Smyrna Beach – FL, Oak Hill – FL, Ocala – FL, Ocean Springs – MS, Orange County – FL, Orchid – FL, Palatka – FL, Palm Beach County – FL, Palm Coast – FL, Palm Shores – FL, Pascagoula – MS, Perry – FL, Philadelphia – MS, Port Orange – FL, Port Royal – SC, Port St. Joe – FL, Port St. Lucie – FL, Putnam County – FL, Punta Gorda – FL, Quincy – FL, Ridgeland – SC, Salisbury – NC, St. Lucie County – FL, St. Lucie Village – FL, St. Marks – FL, Sanford – FL, Seminole County – FL, Santa Rosa County – FL, Snellville – GA, South Daytona – FL, Summerville – SC, Sweetwater – FL, Tallahassee – FL, Taylor County – FL, Thunderbolt – GA, Trenton – FL, Tybee Island – FL, Walnut Grove – MS, West Park – FL, White Springs – FL, Windermere – FL, Winter Park – FL, Winter Springs – FL, Yankeetown – FL, Cape Canaveral Air Force Base – FL, Patrick Air Force Base – FL, Parris Island Recruiting Depot – SC, Kennedy Space Center – FL, Atlantic Marine Tri Command – SC, Joint Base Charleston Naval Weapons Station – SC, Dobbins Air Force Base – GA.

Waste Pro Storage, Maintenance, Staging and Office Locations:

Longwood, FL (Corporate Office)

Fort Myers, FL

Milton, FL

Southaven, MS

Cocoa, FL

Fanning Springs, FL

Jacksonville, FL

Midway, FL

Daytona Beach, FL

Fort Pierce, FL

Sanford, FL

Arden, NC

Orlando, FL

Alachua, FL

Bunnell, FL

Palatka, FL

Lake City, FL

Crestview, FL



Due: Thursday, September 30, 2021; 2:00 p.m.

Sarasota, FL
West Palm Beach, FL
Davenport, FL
Panama City Beach, FL
Ocala, FL
Hernando, FL
Athens, GA
Hardeeville, SC
Alabaster, AL
Concord, NC
Gautier, MS
Meridian, MS
Kenner, LA
Jackson, MS
Natchez, MS
Brookhaven, MS
Elkton, FL
St. Augustine, FL
Ball Ground, GA
Birmingham, AL
Crestview, FL
Southport, FL

Tallevast, FL
Pembroke Pines, FL
Columbus, MS
Pompano Beach, FL
Clearwater, FL
Clermont, FL
Doraville, GA
Summerville, SC
Spanish Fort, AL
Monroe, NC
Ocean Springs, MS
Hattiesburg, MS
Geismer, LA
Miami, FL
Greenwood, MS
Hoxie, AR
Interlachen, FL
Quincy, FL
Atlanta, GA
DeKalb, MS
Freeport, FL
Blountstown, FL

The combined years of experience, our community philosophies and the additional experience, expertise, qualifications and references set forth above and throughout our Response to this Request for Proposal, along with our sixteen (16) years of providing residential solid waste removal service to the City of Palm Coast, make us uniquely qualified to perform the required services outlined in the City of Palm Coast's RFP-CE-21-42, for Residential Solid Waste Collection Services and the Draft Service Contract.

Regarding Litigation History, Criminal Convictions, Environmental Violations, Public Entity Crimes and Drug-Free Workplace Certification:

- (e) Each Proposer shall identify each case within the last five years (i.e., on or after January 1, 2016) where:
- (a) a civil, criminal, administrative, bankruptcy or other similar proceeding was filed against the Proposer, if such proceeding arises from or is related to a dispute concerning the Proposer's rights, remedies or duties under a contract with a city, county or other governmental entity for Collection Services;
- NONE



Due: Thursday, September 30, 2021; 2:00 p.m.

- (b) a city, county or other governmental entity terminated a contract with the Proposer concerning Collection Services;**

NONE

- (c) administrative fines, liquidated damages or other penalties were assessed or were deducted from the Proposer's payments under a contract with a city, county, or governmental entity for Collection Services and such fines exceeded ten thousand dollars (\$10,000) in one month.**

A list of administrative fines pursuant to paragraph (c) is included at the back of this Chapter.

- (f) Each Proposer also shall identify each instance in which the Contractor paid more than ten thousand dollars (\$10,000) to settle a dispute with a governmental entity concerning the Proposer's performance under a contract for Collection Services and such payment occurred on or after January 1, 2015. The Contractor shall identify each such settlement agreement unless the settlement agreement explicitly prohibits the disclosure of the agreement's existence.**

NONE

- (g) For each case identified pursuant to this Chapter 12, the Proposer must describe the basic facts concerning the case, including the names of the parties, and the current status of the case.**

N/A

- (h) Each Proposer must provide a summary of each criminal conviction of the Proposer, or any of its owners or officers, concerning the Collection or management of Solid Waste, that occurred in or after 2016. For the purposes of this Chapter 11, any Person who pleads "guilty" or "nolo contendere" or who is found guilty shall be deemed to have been convicted, notwithstanding a suspension of a sentence or a withholding of adjudication.**

NONE

- (i) Each Proposer also must provide a summary of each case initiated against the Proposer by and environmental agency since January 1, 2016 concerning Collection Services. The City may disqualify a Proposer on the basis of: (a) past criminal convictions if those convictions relate to dishonesty, antitrust violations, or unfair competition; or (b) past environmental violations if those violations demonstrate a recurring or significant disregard for environmental laws.**

NONE



Due: Thursday, September 30, 2021; 2:00 p.m.

(j) Each Proposer shall certify that it has implemented a drug-free workplace program.

Waste Pro of Florida, Inc. hereby certifies that it has implemented a drug-free workplace program.
See Form 4, *Compliance Certification Form*, included at the back of this Chapter.

(k) A signed Compliance Certification Form (Form 4 in Section 6 of this RFP) must be submitted and included in Chapter 2 of the Proposal, Form 4 must be notarized as shown on the form.

Form 4, *Compliance Certification Form*, is included at the back of this Chapter as required above.

FORM 3. EXPERIENCE/REFERENCES

The Proposer shall use this form to identify each qualifying residential contract and comparable project that the Proposer wishes to use to address and satisfy the requirements in Section 5.1 ("Experience") and Section 4.2 (see Chapter 3) of this RFP. A separate copy of this form should be completed and submitted for each qualifying contract and comparable project. The Proposer is encouraged to identify other comparable projects in the text of Chapter 4 of its proposal, but the Proposer should not use this Form 5 to describe more than five (5) qualifying residential contracts. Please copy this form and use a separate copy for each qualifying contract and comparable project.

1. Name of Proposer: Waste Pro of Florida, Inc.

2. Name of Reference (i.e., City, County, or Governmental Entity): Palm Beach County, Florida

3. Reference's Address: 7501 N. Jog Road

Street

West Palm Beach Florida 33412

City

State

Zip Code

4. Principal Contact Person for the Reference: John Archambo, Director, Customer Relations Solid Waste Auth.

5. Phone Number for Contact Person: 561-315-2010

6. E-mail Address (if available) for Contact Person: jarchambo@swa.org

7. Year that the Contract started with the Reference: Original 2009; current 2019-2026

8. Year that the Contract ended with the Reference: Current contract thru 2026

TYPE OF RESIDENTIAL COLLECTION SERVICE PROVIDED

Services Provided Under Contract (check all that apply)	Type of Collection Service	Number of Dwelling Units Served	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Curbside Garbage with Cans/Bags				
<input checked="" type="checkbox"/>	Curbside Garbage with Carts	46,708		XX	
XX	Curbside Recyclables with Bins	46,708	XX		
<input type="checkbox"/>	Curbside Recyclables with Carts				
<input checked="" type="checkbox"/>	Curbside Bulky Items and White Goods	46,708	XX		
<input checked="" type="checkbox"/>	Curbside Yard Waste	46,708	XX		

**SOLID WASTE AND RECYCLING
COLLECTION
FRANCHISE AGREEMENT**

Between

THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

and

WASTE PRO USA, INC.

Service Area 9

Agreement No. 09-209

SOLID WASTE AND RECYCLING COLLECTION FRANCHISE AGREEMENT

This Agreement is hereby made and entered into this 27th day of February, 2008, between SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, a special district created pursuant to Chapter 2001-331, Laws of Florida, (hereinafter referred to as "Authority") and Waste Pro USA, Inc. (hereinafter referred to as "Contractor").

In consideration of the mutual benefits, the parties herein agree as follows:

1. TERM:

The term of this Agreement shall be for the period beginning October 1, 2008, and expiring September 30, 2013.

2. DEFINITIONS:

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to federal, state or local law.

- A. **Authority** shall mean the Solid Waste Authority of Palm Beach County.
- B. **Biohazardous or Biomedical Wastes** shall mean those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms; included, but not limited to, waste resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.
- C. **Bulk Trash** shall mean any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, sinks, bicycles, and other similar domestic appliances, household goods and furniture and shall not be commingled with Vegetative Waste. There shall be no weight limit for any item of Bulk Trash.
- D. **Business Days** shall mean Monday through Saturday.

In Witness Whereof, the Solid Waste Authority of Palm Beach County, at a regular meeting thereof, by action of the Authority Board authorizing and directing the foregoing be adopted, has caused these presents to be signed by the Authority's Executive Director, and the Authority's seal to be hereunto affixed, and Waste Pro USA, Inc., has executed this Agreement all as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Witness:

1. [Signature]
2. [Signature]

By: Mark M. Hammond
Mark Hammond
Executive Director

Approved as to Form and Legal Sufficiency:

By: Maureen Cullen
General Counsel to the Authority

WASTE PRO USA, INC.:

Attest:

[Signature]
Corporate Secretary

By: John J. Jennings
(Corporate Seal)

Witness:

1. [Signature]
2. [Signature]

Name: John J. Jennings

Title: CEO

Approved by Authority Board on February 27, 2008, Item 9.G.2 .



SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG RD, WEST PALM BEACH, FL 33412

**SOLID WASTE AND RECYCLING COLLECTION SERVICES
FRANCHISE AGREEMENT**

BETWEEN

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

WASTE PRO OF FLORIDA, INC.

FOR

SERVICE AREA 1

AGREEMENT NO. 19-402A

**SOLID WASTE AND RECYCLING COLLECTION SERVICES
FRANCHISE AGREEMENT
SERVICE AREA 1**

This Agreement is hereby made and entered into this 27th day of March, 2019, between **Solid Waste Authority of Palm Beach County**, a special district created pursuant to Chapter 2001-331, Laws of Florida, (hereinafter referred to as "Authority") and **Waste Pro of Florida, Inc.** (hereinafter referred to as "Contractor").

In consideration of the mutual benefits, the parties herein agree as follows:

1. TERM:

The term of this Agreement shall be for the period beginning **October 1, 2019**, and expiring **September 30, 2026**.

2. DEFINITIONS:

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to federal, state or local law.

- A. Authority** shall mean the Solid Waste Authority of Palm Beach County.
- B. Biohazardous or Biomedical Wastes** shall mean those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms; including, but not limited to, waste resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.
- C. Bulk Trash** shall mean any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, sinks, bicycles, and other similar domestic appliances, household goods and furniture. There shall be no weight limit for any item of Bulk Trash.
- D. Business Days** shall mean Monday through Saturday, except for Holidays.
- E. Cart** shall mean a curbside container meeting the Authority's specifications intended for collection via automated or semi-automated means to be supplied by the Contractor to households receiving Curbside Residential Solid Waste Collection Service.
- F. Collection** shall mean the process whereby Solid Waste, Garbage, Trash, Bulk Trash, Vegetative Waste or Recovered Material is gathered and transported to a Designated Facility.



In Witness Whereof, the **Solid Waste Authority of Palm Beach County**, at a regular meeting thereof, by action of the Authority Board authorizing and directing the foregoing be adopted, has caused these presents to be signed by the Authority's Executive Director, and the Authority's seal to be hereunto affixed, and **Waste Pro of Florida, Inc.** has executed this Agreement all as of the day and year first above written.

**SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY**

By: [Signature]
Daniel Pellowitz, Executive Director

ATTEST:

(Seal)

By: [Signature]
Sandra Vassalotti, Clerk to the Board

APPROVE AS TO LEGAL SUFFICIENCY

By: [Signature]
Howard J. Falcon, III
General Counsel

APPROVE AS TO TERMS AND CONDITIONS

By: [Signature]
Signature
John Archambo
Print Name
Director, Customer
Title
Service

ATTEST:

By: [Signature]
Corporate Secretary

WITNESSES:
[Signature]
Witness Signature

Matenie Velez
Print Witness Name

[Signature]
Witness Signature

Cheryl Blakeney
Print Witness Name

WASTE PRO OF FLORIDA, INC.:

By: [Signature]
Signature

John J. Jennings
Print Name

CEO
Title



Approved by Authority Board on February 13, 2019, Item No. 9.D.1



FORM 3. EXPERIENCE/REFERENCES

The Proposer shall use this form to identify each qualifying residential contract and comparable project that the Proposer wishes to use to address and satisfy the requirements in Section 5.1 ("Experience") and Section 4.2 (see Chapter 3) of this RFP. A separate copy of this form should be completed and submitted for each qualifying contract and comparable project. The Proposer is encouraged to identify other comparable projects in the text of Chapter 4 of its proposal, but the Proposer should not use this Form 5 to describe more than five (5) qualifying residential contracts. Please copy this form and use a separate copy for each qualifying contract and comparable project.

1. Name of Proposer: Waste Pro of Florida, Inc.
2. Name of Reference (i.e., City, County, or Governmental Entity): Orange County, Florida
3. Reference's Address: 5901 Young Pine Road

Orlando
City

Florida
State

32829
Zip Code
4. Principal Contact Person for the Reference: David Gregory, Solid Waste Division Manager
5. Phone Number for Contact Person: 407-254-9622
6. E-mail Address (if available) for Contact Person: David.gregory@ocfl.net
7. Year that the Contract started with the Reference: Original 2009; Current 2016-present
8. Year that the Contract ended with the Reference: 2026

TYPE OF RESIDENTIAL COLLECTION SERVICE PROVIDED

Services Provided Under Contract (check all that apply)	Type of Collection Service	Number of Dwelling Units Served	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Curbside Garbage with Cans/Bags				
<input checked="" type="checkbox"/>	Curbside Garbage with Carts	51,300	XX		
	Curbside Recyclables with Bins				
<input checked="" type="checkbox"/>	Curbside Recyclables with Carts	51,300	XX		
<input checked="" type="checkbox"/>	Curbside Bulky Items and White Goods	51,300	XX		
<input checked="" type="checkbox"/>	Curbside Yard Waste	51,300	XX		



PURCHASING AND CONTRACTS DIVISION

JOHNNY M. RICHARDSON, CPPO, CFCM, Manager

400 E. South Street, 2nd Floor • Reply To: Post Office Box 1393 • Orlando, Florida 32802-1393
407-836-5635 • FAX 407-836-5899 • <http://www.onetgov.net>

**TERM CONTRACT NO. Y8-139D
RESIDENTIAL SOLID WASTE AND
RECYCLABLE COLLECTION SERVICES – LOT 1 - ZONE 4**

TO: Waste Pro of Florida, Inc.
2101 West S.R. 434, Suite 315
Longwood, Florida 32779

This is to inform you that the Orange County Board of County Commissioners hereby enters into a term contract subject to the following:

TERMS AND CONDITIONS

1. Acceptance:

This contract is our acceptance of your offer in response to our **Invitation for Bids No. Y8-139-PD, Residential Solid Waste and Recyclable Collections Services - Term Contract**, and is subject to all terms and conditions therein.

2. Term of Contract:

- A. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids.
- B. This contract is effective **January 1, 2009**, and shall remain in effect through **December 31, 2015**. The estimated contract award for this period is \$46,378,100.16.
- C. This contract may be renewed upon mutual agreement as provided in the Invitation for Bids. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Purchasing and Contracts Division to be valid, binding, and enforceable.
- D. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

6. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

BY Perry Davis
Perry Davis, C.P.M.
Purchasing and Contracts Division

DATE 4-8-08



PURCHASING AND CONTRACTS DIVISION

JOHNNY M. RICHARDSON, CPPO, CFCM, Manager

400 E. South Street, 2nd Floor • Reply To: Post Office Box 1393 • Orlando, Florida 32801-1393
407-836-5635 • Fax: 407-836-5899 • <http://www.ocfl.net>

TERM CONTRACT NO.Y15-144B
Residential Solid Waste and Recyclable Collections Services
Lot 3, Zone 2

TO: Waste Pro of Florida, Inc.
3705 St. Johns Parkway
Sanford, Florida 32771

This is to inform you that the Orange County Board of County Commissioners hereby enters into a term contract subject to the following:

TERMS AND CONDITIONS

1. Acceptance:

This contract is our acceptance of your offer in response to our **Invitation for Bids No. Y15-144-PD Residential Solid Waste and Recyclable Collections Services – TERM CONTRACT**, and is subject to all terms and conditions therein.

2. Term of Contract:

- A. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids.
- B. This contract is effective **January 1, 2016** and shall remain in effect through **December 31, 2026**. The estimated contract award for this period is \$55,878,966.00.
- C. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.
- D. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

3. Ordering against Contract:

- A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for delivery.
- B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners.

4. Taxes:

The County has the following tax exemption certificates assigned.

- A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
- B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

5. Invoicing:

- A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

Orange County Solid Waste Department
5901 Young Pine Road
Orlando Florida 32829

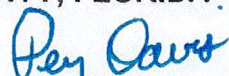
In the event additional County Departments or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

- B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

6. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

BY:



Perry Davis, C.P.M.
Procurement Division

DATE:

8/13/15

FORM 3. EXPERIENCE/REFERENCES

The Proposer shall use this form to identify each qualifying residential contract and comparable project that the Proposer wishes to use to address and satisfy the requirements in Section 5.1 ("Experience") and Section 4.2 (see Chapter 3) of this RFP. A separate copy of this form should be completed and submitted for each qualifying contract and comparable project. The Proposer is encouraged to identify other comparable projects in the text of Chapter 4 of its proposal, but the Proposer should not use this Form 5 to describe more than five (5) qualifying residential contracts. Please copy this form and use a separate copy for each qualifying contract and comparable project.

1. Name of Proposer: Waste Pro of Florida, Inc.
2. Name of Reference (i.e., City, County, or Governmental Entity): Manatee County, Florida
(Service Area 1)
3. Reference's Address: 3333 Lena Road

Street
Bradenton Florida 34205
City State Zip Code
4. Principal Contact Person for the Reference: Jeanne' Detweiler, Superintendent Solid Waste Enforcement
5. Phone Number for Contact Person: 941-798-6760
6. E-mail Address (if available) for Contact Person: jeanne.detweiler@mymanatee.org
7. Year that the Contract started with the Reference: 2008
8. Year that the Contract ended with the Reference: 2023

TYPE OF RESIDENTIAL COLLECTION SERVICE PROVIDED

Services Provided Under Contract (check all that apply)	Type of Collection Service	Number of Dwelling Units Serviced	Frequency of Collection		
			1x per week	2x per week	Other
<input checked="" type="checkbox"/>	Curbside Garbage with Cans/Bags	78,436		XX	
<input type="checkbox"/>	Curbside Garbage with Carts				
	Curbside Recyclables with Bins				
<input checked="" type="checkbox"/>	Curbside Recyclables with Carts	78,436	XX		
<input checked="" type="checkbox"/>	Curbside Bulky Items and White Goods	78,436		XX	Up to 2 items
<input checked="" type="checkbox"/>	Curbside Yard Waste	78,436	XX		

**SOLID WASTE FRANCHISE AGREEMENT
UNINCORPORATED MANATEE COUNTY
COLLECTION SERVICE AREA 1**

THIS FRANCHISE AGREEMENT, made and entered into this 22ND day of APRIL, 2008, by and between Waste Pro of Florida, Inc., a Florida corporation, with its principal place of business located at 2101 West State Road 434, Suite 315, Longwood, Florida 32779, hereinafter referred to as "the Authorized Collector", and Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as "the County".

WITNESSETH:

WHEREAS, pursuant to Section 125.01, Florida Statutes, Chapter 85-457, Laws of Florida, and Chapter 2-16, Manatee County Code of Ordinances, as amended, the County is authorized to grant exclusive franchises for the collection of solid waste, recyclable materials, and yard trash within the unincorporated areas of Manatee County, Florida; and

WHEREAS, a public announcement dated May 9, 2007, was made, distributed and published by the County requesting proposals (RFP#07-0470-RC) for the selection of a contractor to provide Solid Waste, Recyclables, and Yard Waste Collection Services; and

WHEREAS, the Authorized Collector submitted a proposal dated August 31, 2007, in response to the request for proposals (RFP#07-0470-RC), and subsequently made presentations and representations which were relied upon by the County in selecting the Authorized Collector; and

WHEREAS, the Authorized Collector has presented satisfactory evidence to the County that it has adequate physical, operational, financial and technical capabilities to provide the services described in this Agreement in compliance with all rules and regulations of the County; and

WHEREAS, the County has determined that the granting of an exclusive franchise to the Authorized Collector for residential and commercial solid waste, residential recyclable materials, and residential and commercial yard trash collection services is in the best interest of the County; and

WHEREAS, pursuant to Chapter 2-16, Manatee County Code of Ordinances, as amended, the Authorized Collector shall pay a fee in the amount of twelve percent (12%) on the services to be provided under this Agreement as a franchise fee; and

WHEREAS, the County and the Authorized Collector have negotiated the terms and provisions of this Agreement, which will become effective October 1, 2008; and

WHEREAS, the capacity of the Authorized Collector to provide the services described in this Agreement is an essential relationship of trust and confidence between the County and the Authorized Collector.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the County and the Authorized Collector, each intending to be legally bound, hereby agree as follows:


ARTICLE 1 – DEFINITIONS

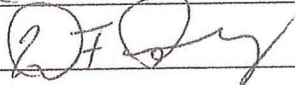
Unless otherwise specifically stated in this Agreement, the definitions contained in Section 403.703,


IN WITNESS WHEREOF, the parties hereto have executed this Franchise Agreement, by and through their duly authorized officers, on the respective dates below.

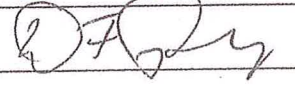
Upon approval of this Agreement, the Authorized Collector agrees to provide the services set forth in this Agreement according to the method of compensation specified herein.

WITNESSES:


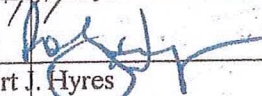








WASTE PRO OF FLORIDA, INC.,
a Florida corporation

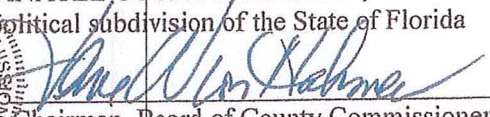

By: 
Name: John J. Jennings
Title: Chief Executive Officer
Date: 4/21/08
Attest: 
Name: Robert J. Hyres
Title: Secretary
Date: 4/21/08

CORPORATE SEAL

APPROVED by the Board of County Commissioners of Manatee County, Florida, with a quorum present and voting, on the 22ND day of APRIL, 2008.

ATTEST: R. B. Shore
Clerk of the Circuit Court

By: 
Deputy Clerk

MANATEE COUNTY, FLORIDA,
a political subdivision of the State of Florida
By: 
Chairman, Board of County Commissioners
Date: 4/22/08


**AMENDMENT NO. 1 TO
SOLID WASTE FRANCHISE AGREEMENT
UNINCORPORATED MANATEE COUNTY
COLLECTION SERVICE AREA 1**

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, by and between Waste Pro of Florida, Inc., a Florida corporation, with its principal place of business located at 2101 West State Road 434, Suite 315, Longwood, Florida 32779, hereinafter referred to as "the Authorized Collector", and Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as "the County", constitutes Amendment No. 1 to the Solid Waste Franchise Agreement for Unincorporated Manatee County Collection Service Area 1 between the parties dated April 22, 2008.

WITNESSETH:

WHEREAS, the County and the Authorized Collector entered into a Solid Waste Franchise Agreement for Unincorporated Manatee County Collection Service Area 1 dated April 22, 2008 (the "Franchise Agreement"); and

WHEREAS, pursuant to the Franchise Agreement, the County granted an exclusive franchise to the Authorized Collector for residential and commercial solid waste, residential recyclable materials, and residential and commercial yard trash collection services within the unincorporated area of the County; and

WHEREAS, the Franchise Agreement sets forth the terms and provisions of the franchise for the collection services between the County and the Authorized Collector, which became effective October 1, 2008; and

WHEREAS, Section 6.1 of the Franchise Agreement provides for an initial term of eight (8) years, with work commencing October 1, 2008, and terminating at the end of September 30, 2016; and

WHEREAS, Section 6.2 of the Franchise Agreement provides that the County shall have the option with the concurrence of the Authorized Collector to renew the Franchise Agreement for up to one (1) additional term not to exceed seven (7) years following a full public hearing in accordance with Chapter 85-457, Laws of Florida, and Chapter 2-16, Manatee County Code of Ordinances, as amended; and

WHEREAS, Section 6.2 of the Franchise Agreement further provides that any renewal of the Franchise Agreement shall be subject to terms and conditions mutually agreed upon by the parties, as long as the service or work in any such renewal does not exceed the scope of the original request for proposals; and

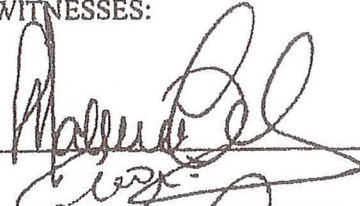
WHEREAS, the County desires to exercise the option of renewing the Franchise Agreement and the Authorized Collector concurs with the renewal of the Franchise Agreement for one (1) additional term of seven (7) years, commencing on October 1, 2016, and terminating at the end of September 30, 2023; and

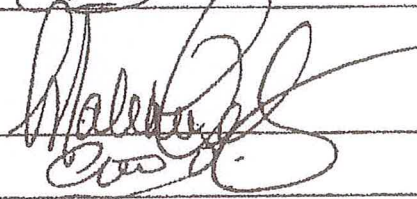
WHEREAS, the County and the Authorized Collector have negotiated the terms and conditions of the renewal of the Franchise Agreement which are set forth in this Amendment No. 1; and

WHEREAS, the service and work in such renewal of the Franchise Agreement as set forth in this Amendment No. 1 do not exceed the scope of the original request for proposals; and

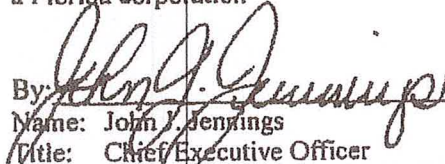
IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Franchise Agreement, by and through their duly authorized officers, on the respective dates below.

WITNESSES:



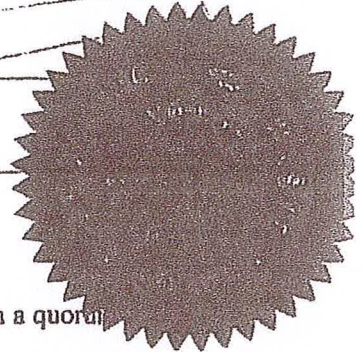


WASTE PRO OF FLORIDA, INC.,
a Florida corporation

By: 
Name: John J. Jennings
Title: Chief Executive Officer
Date: _____

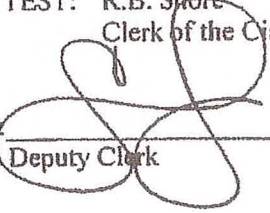
Attest: _____
Name: Christopher Ciaccio
Title: Secretary
Date: 10/1/14

CORPORATE SEAL



APPROVED by the Board of County Commissioners of Manatee County, Florida, with a quorum and voting, on the 1 day of October, 2014.

ATTEST: R.B. Shore
Clerk of the Circuit Court

By: 
Deputy Clerk



MANATEE COUNTY, FLORIDA,
a political subdivision of the State of Florida

By: 
Chairman, Board of County Commissioners
Date: _____

FORM 3. EXPERIENCE/REFERENCES

The Proposer shall use this form to identify each qualifying residential contract and comparable project that the Proposer wishes to use to address and satisfy the requirements in Section 5.1 ("Experience") and Section 4.2 (see Chapter 3) of this RFP. A separate copy of this form should be completed and submitted for each qualifying contract and comparable project. The Proposer is encouraged to identify other comparable projects in the text of Chapter 4 of its proposal, but the Proposer should not use this Form 5 to describe more than five (5) qualifying residential contracts. Please copy this form and use a separate copy for each qualifying contract and comparable project.

1. Name of Proposer: Waste Pro of Florida, Inc.
2. Name of Reference (i.e., City, County, or Governmental Entity): City of Tallahassee, Florida
3. Reference's Address: 2727 Municipal Way

Street

Tallahassee, Florida
32304

City
State
Zip Code
4. Principal Contact Person for the Reference: Reginald C. Ofuani
5. Phone Number for Contact Person: 850-891-5450
6. E-mail Address (if available) for Contact Person: Reginald.Ofuani@talgov.com
7. Year that the Contract started with the Reference: Original 2006-2018; current 2018-2025
8. Year that the Contract ended with the Reference: 2025

TYPE OF RESIDENTIAL COLLECTION SERVICE PROVIDED

Services Provided Under Contract (check all that apply)	Type of Collection Service	Number of Dwelling Units Served	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Curbside Garbage with Cans/Bags				
<input checked="" type="checkbox"/>	Curbside Garbage with Carts	48,450	XX		
	Curbside Recyclables with Bins				
<input checked="" type="checkbox"/>	Curbside Recyclables with Carts	48,450	XX		
<input checked="" type="checkbox"/>	Curbside Bulky Items and White Goods	48,450			EOW
<input checked="" type="checkbox"/>	Curbside Yard Waste	48,450			EOW

Contract

Between the City of Tallahassee ("City") and Waste Pro of Florida, Inc. ("Contractor")

CONTRACT NO. [1336]

SUBJECT OF CONTRACT: RESIDENTIAL SOLID WASTE, RECYCLABLES, YARD WASTE, AND BULKY WASTE COLLECTION SERVICES

CONTRACT AMOUNT:

- ☐ Exact Amount: \$ _____
- ☐ Not To Exceed (NTE): \$ _____
- ☐ Estimate Only (EST): \$ 3,400,000.00

- ☐ Exact Amount: \$ _____
(Subject to allowed adjustments as specified elsewhere in the contract.)

LINE ITEMS AWARDED: Not applicable.

CONTRACT TERM:

The performance period ("Term") of the resultant contract will be as follows:

- (a) Basic Term: The effective date is the date the contract is fully executed by the City. Collection service shall commence on October 1, 2006. The term of the contract shall be for seven (7) years from the date of commencement of service, thus expiring on September 30, 2013.
- (b) Permitted But Not Exercised Extension Period(s): Contract may be renewed for one three (3) year term upon mutual agreement by the City and the Contractor.

CONTACT PERSONNEL

Contract Administrator: Vida Addison
Telephone Number: (850) 891- 8289
Fax Number: (850) 891-0967

Reginald Ofuani
Telephone Number: (850) 891- 5450
Fax Number: (850) 891- 5550

FOR CITY OF TALLAHASSEE INTERNAL USE ONLY

Type of Contract (Check One)

- ☐ Firm Fixed Price
- ☒ Fixed Price w/Economic Price Adjustment
- ☐ Fixed Price Incentive
- ☐ Firm Fixed Price with Level of Effort Term
- ☐ Cost Reimbursement
- ☐ Cost Sharing Contract
- ☐ Cost Plus Incentive Fee
- ☐ Cost Plus Fixed Fee

Type of Quantity Delivery (Check One)

- ☐ Definite Quantity
- ☐ Indefinite Quantity
- ☒ Requirements

Type of Contract Award (Check One)

- ☐ Single Award
- ☐ Split Award
- ☐ Multiple Award

Approval Level: City Commission

Approval Date: May 24, 2006

TABLE OF CONTENTS

This contract incorporates the following documents and sections in full text, unless stated elsewhere in the contract as incorporated by reference. Any inconsistency in the contract shall be resolved by giving precedence in the following order:

INCLUDED	DESCRIPTION
Contract Cover (Pages 1 and 2)	Contract Between the City and Contractor
Section 1	Price Schedules
Section 2	Representations/Certifications
Section 3	Statement of Work/Specifications
Section 4	Contract Management
Section 5	Miscellaneous Contract Clauses
Section 6	Attachments to Contract

CERTIFICATION OF CONTRACTOR

In response to the solicitation, I, the undersigned representative of the Contractor, hereby certify and represent as follows --

- (1) That I have read and examined the Contract in full and all attachments thereto, and that I have satisfied myself with respect to any questions I have regarding the Contract; and
- (2) That I am duly authorized by the Contractor to execute the Contract intending to bind the Contractor to the City as stated in those documents; and
- (3) That the Contractor will satisfactorily perform all work under this Contract in strict accordance with its terms and conditions.

CONTRACT EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives, effective as of the commencement of the performance period ("Term") set forth on page 1 of this Contract.

City of Tallahassee

(By) Cathy Davis (Seal)
(Signature)

Cathy Davis
Manager for Procurement Services

Attest (City Representative)

(By) Gary Herndon
(Signature)

Gary Herndon, City Treasurer-Clerk

9-8-06

Execution Date

Contractor

(By) Robert J. Hyres (Seal)
(Signature)

Robert J. Hyres Vice President 8/28/06
(Print/Type Name, Title and Date)

Approved As To Form: (City Attorney)

(By) Patrick E. Hurley
(Signature)

Patrick E. Hurley, Assistant City Attorney

(Print/Type Name, Title and Date)

CONTRACT
Between the City of Tallahassee ("City")
and Waste Pro of Florida, Inc. ("Contractor")

CONTRACT NO. 4256

SUBJECT OF CONTRACT: Residential Solid Waste and Recyclables Collection Service

CONTRACT AMOUNT:

- | | |
|--|---|
| <input type="checkbox"/> Exact Amount: \$ _____
<input type="checkbox"/> Not to Exceed (NTE): \$ _____
<input checked="" type="checkbox"/> Estimate Only (EST): \$6,112,236.00 | <input type="checkbox"/> Exact Amount: \$ _____
(Subject to allowed adjustments as specified elsewhere in the contract.) |
|--|---|

LINE ITEMS AWARDED: All

CONTRACT TERM:

The performance period ("Term") of the resultant contract will be as follows:

- (a) **Basic Term:** See Section 3.2.
(b) **Extension Period(s):** See Section 3.2.

CONTACT PERSONNEL			
Contract Administrator: Andre Libroth Telephone Number: (850) 891-8665 Email: Andre.Libroth@talgov.com	City Authorized Representative: Reginald Ofuani Telephone Number: (850) 891-5450 Email: Reginald.Ofuani@talgov.com		
FOR CITY OF TALLAHASSEE INTERNAL USE ONLY			
Type of Contract (Check One) <input type="checkbox"/> Firm Fixed Price <input checked="" type="checkbox"/> Fixed Price w/Economic Price Adjustment Type of Quantity Delivery (Check One) <input type="checkbox"/> Definite Quantity <input type="checkbox"/> Indefinite Quantity <input checked="" type="checkbox"/> Requirements	Type of Contract Award (Check One) <input checked="" type="checkbox"/> Single Award <input type="checkbox"/> Split Award <input type="checkbox"/> Multiple Award		
<table border="0" style="width: 100%;"><tr><td style="width: 50%;">Approval Level: City Commission</td><td style="width: 50%;">Approval Date: July 11, 2018</td></tr></table>		Approval Level: City Commission	Approval Date: July 11, 2018
Approval Level: City Commission	Approval Date: July 11, 2018		

TABLE OF CONTENTS

This contract incorporates the following documents and sections in full text, unless stated elsewhere in the contract as incorporated by reference. Any inconsistency in the contract shall be resolved by giving precedence in the following order:

INCLUDED	DESCRIPTION
Contract Cover (Pages 1 and 2)	Contract Between the City and Contractor
Section 1	Cost Fee Schedule
Section 2	Representations/Certifications
Section 3	Statement of Work/Specifications
Section 4	Contract Management
Section 5	Miscellaneous Contract Clauses

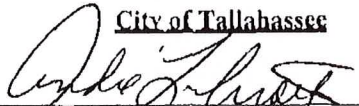
CERTIFICATION OF CONTRACTOR

I, the undersigned representative of the named Contractor, hereby certify and represent as follows --

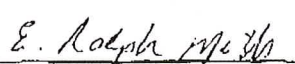
1. That I have read and examined the Contract in full, and that I have satisfied myself with respect to any questions I have regarding this Contract; and
2. That I am duly authorized by the named Contractor to execute this Contract intending to bind the Contractor to the City as stated in those documents; and
3. That, the Contractor will satisfactorily perform all Work under this Contract in strict accordance with its terms and conditions.

CONTRACT EXECUTION

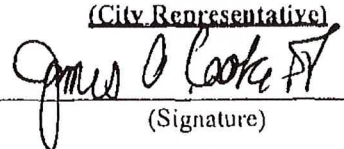
IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives, effective as of the commencement of the performance period ("Term") set forth on page 1 of this contract.

(By) 
(Signature)

Andre Libroth
Manager for Procurement Services

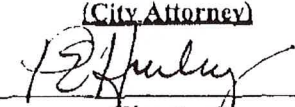
(By) 
(Signature)

E. RALPH MILLS, REGIONAL V.P. 12/20/18
(Print/Type Name, Title and Date)

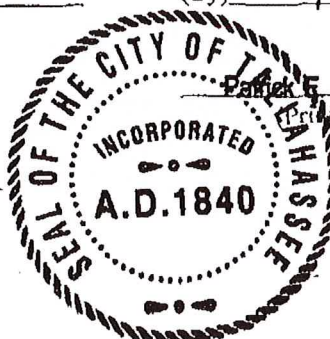
Attest
(City Representative)
(By) 
(Signature)

James O. Cooke, IV
City Treasurer-Clerk

1-10-19
Execution Date

Approved As To Form:
(City Attorney)
(By) 
(Signature)

Patrick E. Hurley, Senior Assistant City Attorney
(Print/Type Name, Title and Date)



- (w) **Residential Unit** means a single-family residence or a multi-family residential unit with separate kitchen facilities.
- (x) **Roll Cart** means a wheeled container designed and intended to be used for automated collection of Solid Waste or Recyclables, which is a type and size approved by the City.
- (y) **Service Area** means the area within the City of Tallahassee municipal boundaries in which the Contractor is required to provide collection services as defined in the Contract.
- (z) **Solid Waste** means sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, Special Waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial mining, agricultural, or governmental operations. For the purposes of the Contract, Solid Waste does not include sludge or Recyclables.
- (aa) **Special Waste** means solid wastes that can require special handling and management, including, but not limited to, White Goods, waste tires, used oil, lead-acid batteries, C&DD, ash residue, Yard Waste, and biological wastes.
- (bb) **White Goods** includes discarded air conditioners, heaters, refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.
- (cc) **Yard Waste** means vegetative matter resulting from landscaping maintenance and land clearing operations and includes rocks and soils. For the purpose of this Contract, Yard Waste does not include land clearing material, rocks, or soil.

3.2 **TERM**

3.2.1 Effective and Commencement Dates

The Effective Date of this Contract is retroactive to October 1, 2018. Collection services under this Contract shall commence no later April 1, 2019.

3.2.2 Initial Term

The initial term of the Contract shall be for a period of seven (7) years beginning on the Effective Date and terminating September 30, 2025.

3.2.3 Renewal Option

The City of Tallahassee reserves the right to extend the term of the Contract for one (1) additional term of three (3) years under the same terms and conditions as the initial term. Contractor shall be notified no later than one hundred eighty (180) calendar days prior to the end of the initial term of the City's intent to extend or not extend the Contract. If extended, the additional three (3) year term will begin October 1, 2025 and terminate on September 30, 2028.

3.3 **RESIDENTIAL COLLECTION SERVICE**

Contractor shall provide the collection services outlined below within the Service Area in accordance with the contract.



CHAPTER 3 **STAFFING AND SUBCONTRACTORS**

WASTE RECYCLING

Waste Pro keeps it simple



REQUEST FOR PROPOSAL FOR RESIDENTIAL SOLID WASTE
PALM COAST, FLORIDA | PROJECT #: RFP-CE-21-42



Due: Thursday, September 30, 2021; 2:00 p.m.

CHAPTER 3 STAFFING AND SUBCONTRACTORS

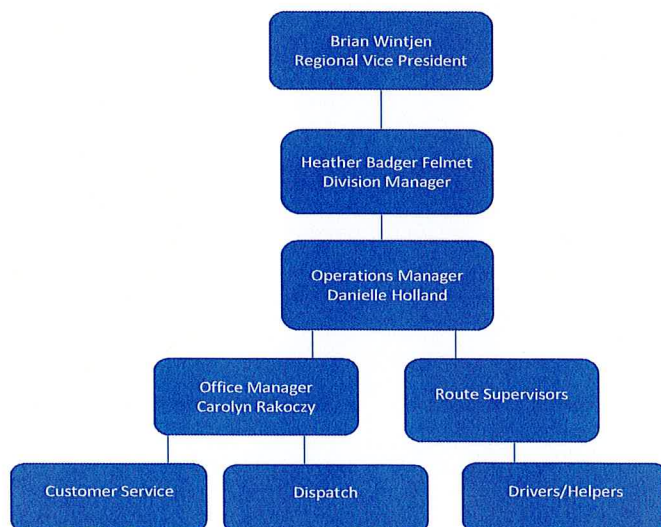
Each Proposer must provide an organizational chart concerning the Collection Services that the Proposer will provide for the City. Each Proposer must provide all the information requested in Form 5 (Staffing), which is provided in Section 6 of this RFP. Each Proposer must confirm that it will provide a District Manager and a Field Supervisor that will be accessible to the City at all times in accordance with the Service contract. Each Proposer must provide information demonstrating that these employees satisfy the experience criteria in Section 5.1, EXPERIENCE.

Our existing staff will be utilized for the Palm Coast contract. These team members are familiar with the City staff as well as the residents. The current Waste Pro staff members are familiar with the City routes, daily traffic patterns, environmental factors, and other special nuances of the City. With this knowledge, our staff can continue providing the best service to your customers. Waste Pro maintains a staff of over 80 employees at our Palm Coast Division. Waste Pro is committed to our loyal Palm Coast employees. Due to the changes in the economy, we have adjusted our employee pay rates to be more in line with today's economic challenges. We have restructured our pay scales to support our employees and their families. We have secured additional fleet vehicles to expand service under the new Palm Coast contract and staff to maintain the additional routes proposed, should we be selected for the new contract period. Waste Pro has a relocation program that encourages employees to relocate to other Waste Pro locations where they are needed including incentives and rewards.

Form 5, *Staffing* (copy attached), requests the following information:

1. An organizational chart for the professional or management level staff positions that will be used by the Proposer to provide Collection Services for the City.

ORGANIZATIONAL CHART CONCERNING COLLECTION SERVICES



2. Concerning the staff positions identified in response to No 1, above, please provide a narrative description of the duties and responsibilities of each staff position and the qualifications required for each position.

Palm Coast Managers and Field Supervisors

Brian Wintjen – Regional Vice President, North Florida

Brian Wintjen has nearly 40 years of experience in the waste industry. He began his career in Birmingham as a temporary driver for BFI after graduating from high school and has gone on to hold supervisor/manager positions with several major waste companies.



Brian spent nearly 20 years working for BFI as a district manager. Throughout his time with the company, he managed offices with annual revenues ranging from \$1.2 million to \$24 million. He also managed new lines of business, including medical waste collection; broke district revenue and profit records; and received a 'Crystal Can Award' for Best Results. Before joining Waste Pro, Brian was General Manager of Watson C&D in Archer, Florida, where he managed all operations for the hauling division, yard waste compost processing center, and construction and demolition landfill.

Brian joined Waste Pro in 2019 as the Regional Vice President of the North Florida Region, which is comprised of five (5) divisions across 14 counties, in addition to four transfer stations, a recycling facility, and a CNG station. He supervises the work of 280 employees who operate nearly 200 trucks each day, servicing more than 181,000 residential customers and more than 5,500 commercial customers.

Heather Badger-Felmet – Division Manager, Palm Coast, FL

Heather Badger-Felmet has been more than a decade of managerial experience. A graduate of Daytona State College, she sold new home construction and worked for eight years as an Operations Manager for home-building company Forister Builders.



Pursuant to Section 16 of the Service Contract, Heather will be the "District Manager" (Division Manager) appointed to serve as the primary point of contact with the City for all technical and administrative matters pertaining to this Service Contract. Heather joined Waste Pro in 2009 as part of the accounts receivable team in Palm Coast. She quickly worked her way up to Office Administrator and then to Assistant Division Manager before being promoted to Division Manager in 2019. (See Palm Coast Observer Article included at the back of this Chapter.) Heather is responsible for the Palm Coast/Flagler County operations, including 35 daily routes, 80 or more employees, and maintains a facility yard and maintenance shop for both commercial and residential operations. The Palm Coast/Flagler County Waste Pro Team completes over 45,300

residential services weekly as well as, servicing more than 1,500 commercial customers in Palm Coast/Flagler County.

As Division Manager, Heather also has primary responsibility for support, accounting, and operational activities at the Palm Coast Division. She is accountable for the growth and development of the division's revenue, the success and development of the division staff, and is the end of the line manager for all functions at the division level. In accordance with the Draft Service Contract, Heather has the authority to make decisions concerning the day-to-day operation of Waste Pro's programs under this Contract and has direct access to Senior Management for resolving any problems that may be beyond her authority. Heather has been and will continue to be immediately available to the Contract Manager by phone and electronic mail and will continue to be responsible for overseeing and implementing all aspects of Waste Pro's performance under this Contract.

Heather has been a resident of Palm Coast since 1995. She has been a long-time volunteer in the City of Palm Coast, serving as a youth soccer coach for more than a decade. Heather is involved in many different community organizations and donates her time to the community through a wide variety of events and sponsorships along with Waste Pro.

Danielle Holland, Operations Manager

Danielle Holland has an extensive background in the operations field. She is a United States Navy veteran of 10 years and then served as a Federal Police officer for 10 years before joining Waste Pro.

Danielle began her career at Waste Pro as a Customer Service Representative, working her way to Office Manager, followed by Route Supervisor and currently as Operations Manager. Danielle is responsible for crewing out 35 daily routes, ensuring drivers and helpers complete routes safely and promptly all while upholding Waste Pro Core Values. Danielle provides consistent positive leadership to the Palm Coast Waste Pro team.

As Operations Manager, Danielle has primary responsibility for providing oversight, coordination, supervision, planning, administration, training, and logistical support for the City of Palm Coast contract. Her efforts weigh heavily on the safe and successful collection, transportation, and disposal of residential solid waste, yard waste, bulk, and recyclables. This role requires superior organizational skills that help in driving continuous improvement surrounding operations, clients, and employees. In partnership with the Division Manager, Danielle will meet defined objectives, provide timely reporting, training, coaching, and discipline.



Danielle Holland moved to Palm Coast in 1992 and is a 2001 graduate of Flagler Palm Coast High School. She earned her Masters' Degree in Criminal Justice from Kaplan University in 2012.

Carolyn Rakoczy, Office Manager/Customer Service Manager

Carolyn has over 15 years of experience in the Customer Service Industry. She joined the Waste Pro Team in 2013. Carolyn began her career with Waste Pro as a Residential Dispatcher and worked her way up through the ranks to become the Office Manager/Customer Service Manager.



As the Office Manager, Carolyn is responsible for the day-to-day administrative, customer service, and accounting functions within the office. She also oversees the billing clerks, collections department, customer service department, payables, and payroll/HR functions. Carolyn works hand in hand with the Division Manager and Operations Manager to meet all reporting requirements and to make sure all things are running smoothly. Carolyn is also responsible for overseeing the customer service department and ensuring Waste Pro delivers the highest level of customer service possible. She supervises Customer Service Representatives through training, coaching, and mentoring. She is responsible for investigating customer issues and finding solutions. She resolves complaints and service issues and asks customers to provide feedback on agents and customer service experience. She also serves as a Liaison for municipalities.

Carolyn Rakoczy has been a resident of Palm Coast since 2009 and is an active volunteer with her children's school and in the animal rescue community.

Ron Sanders, Residential Route Supervisor

Ronald Sanders has been a part of the Waste Pro team since 2014 with over 10 years of sanitation and supervisor experience.

Waste Pro initially hired Ron as a route driver, then promoted him to a lead driver. In just a short time Waste Pro realized that Ron was a dedicated team player and leader and has been a Route Supervisor for Palm Coast going on 5 years. As "Field Supervisor" (Route Supervisor), Ron is responsible for daily residential route completion, ensuring that drivers maintain a clean fleet, and keeping up with the safety of all route drivers and helpers.



As Route Supervisor, Ron directly oversees the Collection Services provided under the Palm Coast Contract. He has immediate access to a customer service truck between the hours of 6:00 am and 6:00 pm, every operating day and responds to problems and other situations throughout the day as relates

Due: Thursday, September 30, 2021; 2:00 p.m.

to this Contract. Ron is immediately available to the Contract Manager at all times during this Contract, by phone and electronic mail.

Additionally, The Residential Route Supervisor is responsible for supervising the daily activities of residential drivers and helpers to ensure safe, timely, and cost-effective delivery of contracted residential services in accordance with Waste Pro practices and procedures and applicable regulations. Our Supervisors understand Waste Pro Core Values and apply principles of Positive Leadership in the supervision of drivers and helpers.

Ron has resided in Palm Coast since 2013 and is actively involved in the community.

3. **Proposers must provide a District Manager and a Field Supervisor (or employees with comparable titles and responsibilities) who will be accessible to the City at all times. Provide information demonstrating that both of these individuals will satisfy the minimum requirements in Section 5.1 of the RFP.**

Please see #2 above – Heather Badger, Division Manager and Ron Sanders, Route Supervisor.

4. **With regard to the individuals identified by the Proposer in response to No. 1-3, above, please indicate whether any of these individuals will be used to service any contract or franchise agreement for other cities or communities.**

Yes, they will be used in conjunction with the Flagler County contract.

5. **For each member of the professional or management staff that will be responsible for providing services to the City, please provide a resume indicating the individual's areas of expertise and experience.**

Resumes for each of the management team members directly involved with servicing the contract for the City of Palm Coast are included at the back of this Chapter.

6. **The following are Regional Staff involved in servicing the Palm Coast Contract**

**Susie Dolan, Director of Community Affairs and Government Relations,
Central-East Florida**

A native Floridian who has lived most of her life in Central Florida, Susie has an extensive background in legal proceedings, which she developed during her 25-year career as a litigation paralegal in East and Central Florida.

In 2012, Susie joined the Waste Pro team as Director of Community Affairs and Government Relations for the East Central Florida region, which includes Orange, Seminole, Volusia, and Flagler Counties. She is based in



Waste Pro's Sanford office, which serves as the Regional Headquarters. Her responsibilities include building and maintaining relationships with municipalities to promote contract retention and grow Waste Pro's customer base, interacting with customers, and elected officials.

Susie is very active in the Central Florida community, with involvement in more than a dozen local organizations, including: St. Johns River Water Management District Governing Board, Seminole County Human Trafficking Task Force, Ali's Hope Foundation, Seminole State Foundation Board Member, Past-President Deland Area Chamber of Commerce, Seminole County Regional Chamber of Commerce Board of Directors, PARCs Foundation (Seminole County) Board Member, Lake Mary Rotary Club, Boys & Girls Club of Volusia/Flagler (Board Member 2013-2016), Boys & Girls Club of Central Florida (present), Leadership Seminole Class 20, Leadership Winter Park Class 24, Leadership West Volusia Graduate 2014, Leadership Ormond Beach Graduate Class XII, Leadership Daytona Beach Graduate 2016, Co-Chair, Seminole County Boy Scout Golden Eagle Dinner, Board Member Central Florida Council Boy Scouts of America, and Advocacy Action Council Daytona Beach Chamber of Commerce.

Sharon Johnson – Regional Controller, Northeast Florida

Sharon Johnson has more than 30 years of experience in the financial aspects of the waste industry. A graduate of the University of North Florida with a degree in accounting, Johnson is a Certified Public Accountant (CPA).



Sharon began her career in the waste industry in 1987 with Southland Waste Systems, where she started as a Senior Accountant and worked her way up to Accounting Manager. After 12 years, she transitioned to Advanced Disposal where she worked as a Corporate Controller. After two years in that role, she transitioned to the transportation industry where she held accounting-related positions before returning to the waste industry in 2017 with Waste Pro.

As Regional Controller in Northeast Florida, Sharon is responsible for the day-to-day general ledger accounting and financial reporting for the region, which includes five hauling divisions, a transfer station, a C&D landfill, and a recycling division. She also analyzes the results of the region's performance against historical and budgeted strategic planning to facilitate decision-making on the management level.

Due: Thursday, September 30, 2021; 2:00 p.m.

Bill Johnson – Regional Safety Manager, Northeast Florida

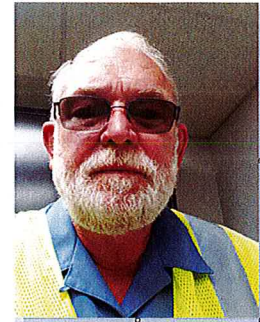
Mr. Johnson began working for Waste Pro USA, Inc. in June of 2009. Before coming to Waste Pro, Bill worked for Ryder Transportation for more than 19 years where he had held the same position, which included the duties of knowing all federal and DOT rules and regulations, OSHA laws and regulations, E.P.A. regulations, conducting training and safety meetings, training all new supervisors, managers, and specialists, overseeing duties of 925 customers, 4200 drivers and 27 Ryder branches including Puerto Rico, with 330 employees.



Bill has been in the safety field for over 29 years and in transportation and warehousing for 17 years. He has attended all types of training in safety and transportation. He has a qualification of a Certified Director of Safety from the University of Pennsylvania, along with Forklift Training, Haz-Com, OSHA 10, 30 and 501 training, EPA, all Federal and DOT rules and regulations, Drug and Alcohol Trainer and collection.

Todd Juniper- Regional Maintenance Manager, North Florida

Todd Juniper has nearly 30 years of experience in heavy truck repairs. He began his career with Freightliner as a floor technician moving his way up to Service Manager in 10 years. Todd spent nearly 20 years working for Freightliner in Florida, Kansas, and Ohio. Throughout his time with the company, he managed service departments with annual revenues ranging from \$250,000.00 to \$500,000.00.



Before joining Waste Pro, Todd was the operation and maintenance manager for Republic Services in Lake City and Jacksonville, FL, where he managed all operations and maintenance for the hauling divisions. Todd joined Waste Pro in 2017 as the Regional Fleet Manager for the North Florida Region, which is comprised of five divisions across 14 counties, along with four transfer stations, a recycling facility, and a CNG station. He supervises the work of 80 employees operating nearly 200 trucks and servicing more than 181,000 residential customers and more than 5,500 commercial customers daily.

Jim Cinelli – Regional Operations Manager, North Florida

Jimmy Cinelli started his career in the solid waste and recycling over 40 years ago as a route driver. He is a third-generation solid waste and recycling hauler for both his grandfather and father, who owned their own companies. He is very familiar with every aspect of our industry.

Since June of 1979, Mr. Cinelli has been the owner of three different solid waste and recycling businesses that operated in Volusia, Flagler, Putnam, Duval, Clay, St. Johns, and Alachua counties. He also built and owned two Material Recovery Facilities (MRF) in Volusia and Putnam counties. He currently holds FDEP state licenses to operate Class 1,2,3 and C&D Landfills. He also has operated transfer stations and Material Recovery Facilities (MRFs) as part of his licensing.



Due: Thursday, September 30, 2021; 2:00 p.m.

Mr. Cinelli merged with Waste Pro of Florida, Inc. in February 2003 and has held upper management positions throughout his tenure with Waste Pro.

All employees shall be identifiable as an employee of Waste Pro and shall wear appropriate clothing with the Waste Pro logo.

Waste Pro agrees that it will comply with all of the remaining conditions outlined in Section 16 of the Service Contract.

Service Contract, Section 16.12: To the greatest extent practicable, the Contractor shall provide all of its Collection Services within the City by using permanent employees of the Contractor. The Contractor shall minimize and, if possible, eliminate the use of temporary labor for the provision of Collection Services. No subcontractors or temporary labor shall be used to provide Collection Services without the prior written approval of the Contract Manager. If the use of a subcontractor(s) is approved by the Contract Manager, the Contractor shall ensure the subcontractor(s) abide by all of the requirements for the Contractor included in this Service Contract.

Waste Pro fully intends to utilize “full-time hired employees” for all positions used for this contract. We intend to eliminate any use of temporary labor except in emergencies that would result in not completing the collection of routes. It is understood that if such use is necessary, written approval from the Contract Manager will be required.

Each Proposer must identify each subcontractor (if any) that the Proposer intends to use under this RFP. See Form 6 (Subcontractors).

SUBCONTRACTORS

Waste Pro will use the container vendor to deliver the containers if the City decides to go with the cart option. This delivery will be monitored and supervised by Waste Pro at all times. We have deployed many large container transitions in the past and we are experts at the process. Any additional resources will be made ready for the delivery effort. Details regarding this process are further explained in Chapter 4, Implementation Plan, under **Container Delivery**. At such time that the City decides whether or not to go with a cart option, and, if so, once the City chooses a cart manufacturer, Waste Pro will identify such subcontractor by name and provide any and all information required or requested by the City. Otherwise, Waste Pro does not intend to use any Subcontractors to fulfill obligations under this contract.

Minimum Warranty for Carts – Cart manufacturers will guarantee carts with a ten-year warranty, most cart manufacturers will not provide a transferable warranty. Waste Pro has obtained a commitment from Cascade Engineering stating that it will make an exception in this case and allow the warranty to be transferable to the City of Palm Coast. A copy of the letter stating such commitment is included at the back of this Chapter.

The following describes the responsibilities of additional team members designated to support the City of Palm Coast contract.

Customer Service Representatives

Our Customer Service Representatives are the front line. They are locally based employees, not at a remote call center as many of our competitors are and they are trained and mentored to deliver the highest level of customer service possible. They are trained on best practices and techniques for listening and handling customer complaints. The Customer Service Representatives process calls from customers, serve as the end-to-end point of contact for customers, and resolve customer issues. They collaborate with a team of customer service representatives to meet overall call center objectives and enhance the customer service functions to exceed customers' expectations.



Residential Driver

The Residential Driver operates refuse collection vehicles on pre-assigned and special routes to pick up garbage, yard waste, or recycling. The driver oversees the work of helpers assisting on assigned routes, performs pre-trip and post-trip truck safety checks and cleaning, and performs other related work as assigned. Work is performed under supervision and safety and performance is reviewed while in progress and upon completion through direct observation of routes, and discussion of problems.

Helper

The Helper is responsible for assisting the refuse truck driver on pre-assigned and special routes to pick up garbage, yard waste, or recycling. Employees in this job classification must attend and participate in Waste Pro sponsored safety and training courses as assigned. Employees in this job classification are trained on current technology, as job appropriate, being used by Waste Pro.





Due: Thursday, September 30, 2021; 2:00 p.m.

We believe if you perform the service correctly, there are no complaints. Take a look at some of the comments received from your Palm Coast residents:

"...the guys who run the route on...are awesome!! They are timely & I have never been missed since I moved here. Great guys!" -Zebulahs Trail

"...the collector actually reached into the recycling bin and remove trash stuck to the bottom... thank you for taking the time..." -Princess Ruth Lane

"...yard waste...the guys on the truck did a fantastic job...not even a leaf left...great service..." -N. Village Parkway

...Waste Pro guys consistently go the extra mile...get out of the truck and put my elderly neighbors' can by garage...appreciate consistent high-quality service..." -Whispering Pine Drive

"...gentleman by the name of Ray Lee did an excellent job...thanked him but also wanted it to be on record" -Upshire

"...called to say she things Waste Pro does an excellent job...she does not want us to change to a different company..." -Cameo Court

"impressed with their work ethic...noted that the fact that they were continuing to pick up during a very strong, rain storm says something of their dedication." -Felshire Lane

"...my sincere appreciation for all that you and your team do to take such good care of us...despite the current challenges...so much better than anything I've ever experienced..." -Francis Lane

"Not only are they consistent on their timing...hot and sunny or rainy and windy these guys are the BEST!!" -Prince Eric Lane

All employees are put through comprehensive training and orientation letting them know our company policies and procedures.

Waste Pro has a proven successful New Employee Onboard Training Program for Operations:

Pre-Arrival

Send welcome letter and packet of information (e.g. benefits, first day agenda, names of staff, etc.)

Assign a "peer supporter" to teach new employees about the organization, offer advice, help with job instruction, and provide support in social terms.

Have workspace prepared (truck, supplies, key manuals)

- Have computer configured and ready to use and e-mail account up and running, as applicable
- Put together first-day forms, other necessary information, and enroll him in New Employee Orientation.
- Announce to staff when a new employee will be joining them.



Due: Thursday, September 30, 2021; 2:00 p.m.

Day 1

- Introduction to Waste Pro and our philosophy.
- Compliance with State and Federal regulations to include discussions, lectures, videotapes, and written materials.
- Assistance with employee enrollment in company programs.
- Introduction to 3rd Eye system.

First Day Following Orientation with Safety Trainer

- Meet at preset time and location
- Tour building/organization/truck/shop, as applicable.
- Introduce the employee to “peer supporter”
- Have the Division Manager welcome employee, preferably in person.
- Encourage others to welcome them aboard.
- Provide the employee with a timecard and demonstrate how to use the time clock.
- Review a route sheet and map.

First Week

- Peer Supporter to discuss role and responsibilities
- Route Supervisors check-in on route to get feedback, address issues, if any.
- Route Supervisors check-in with a peer supporter.
- Introduction to the Safety Lane, pre-trip and post-trip inspections and requirements.
- Operations Manager to discuss performance expectations, and initial work assignments
- Have employee meet Safety personnel, HR/Payroll personnel, and other key team members.
- Safety Trainer contacts the new hire to check in on their experience so far.

First Month

- Review 3rd Eye.
- Check employee's progress weekly
- Have progress review and planning meeting at the end of the first month -provide and get feedback. Explain expectations and coach them on anything that may have been observed.
- Acknowledge employees in safety meeting for 30 days of service.

45 Days

- HR mails out a postcard regarding benefits and contact information.
- Safety Trainer contacts the employee to check in and collect feedback.



Due: Thursday, September 30, 2021; 2:00 p.m.

- Route Supervisor completes a New Hire Survey and submits it to HR and the Operations Manager for review and follow up.

60 Days

- Route Supervisor and Operations Manager meet with the employee for open discussion.
- HR follow up on questions and benefit enrollment registration.

90 days

- Observe employee's work regularly - provide ongoing feedback, answer questions.
- Recognize the employee and the referring employee, if any, in the safety meeting. Pay out referral, if required.
- Safety Trainer contacts the employee to check in and collects feedback.
- Employees are taught the Waste Pro way and what is expected of them professionally and concerning customer service.
- New employees are then placed on a route and trained for two weeks before they are allowed to operate unsupervised.
- Employees are educated on the specific needs of the municipality that they service and what the rules and regulations are.
- Our weekly bonus program rewards employees for exemplary customer service.
- The Route Manager's responsibility is to ride behind all routes to pick up misses or late set outs.
- We check and double check our work to eliminate complaints before they happen. Waste Pro takes its commitment to customer service seriously.

Safety Performance

Waste Pro Safety

At Waste Pro, "Safety" is not just a word, it's a way of life. Our safety program ties in the daily, weekly, monthly, yearly equipment inspections to ensure compliance and safe operating equipment and vehicles.

Day One Orientation

This class is dominated by safety training presentations that help a seasoned waste industry employee stay in tune with the daily hazards, he/she may encounter. It educates new employees on the industry hazards they may encounter as well. New hires report to the training classroom, where they are met by the Instructor and the Human Resources manager. Everyone has an opportunity to introduce themselves, talk about their families and future as a new Waste Pro family member.

Each employee is trained on equipment operation, so they understand the equipment and its capabilities. They are taught to identify and document issues via the Driver Vehicle Inspection Report (DVIR). The empowerment to identify and document needed repairs increases the drivers' attention to the Safety culture. The daily Pre-trip and Post-trip vehicle inspections are key to keeping the

vehicles and equipment used by the employees compliant with OSHA and DOT standards.

New hires are then taught about the Safety Lane process. The driver and technician meet daily to inspect the vehicle together. The safety lanes allow for the safety commitment to strengthen when a driver and a qualified technician speak face to face about issues with the vehicles or equipment. The driver and technician then walk around checking all the Post Trip Inspection points.



The safety lane process validates concerns the driver may have and gives him/her a venue to explain those hard to describe issues on paper. The technician also has an opportunity to explain not only the repair process but the preventive actions that can be taken to reduce the repairs. This bond during the safety lane inspection has been proven to reduce repairs through the proactive process and gives the driver and technician a say in the initial reporting and repair stages of the process. The "Safety Lane" is key for equipment and vehicle

safety compliance. It's a morale builder that allows for the safe operation of our vehicles the next day.

A copy of our Safety Lane process along with additional maintenance processes (preventative, cleaning, and repairs), i.e. Pre-trip and Post-trip inspection processes, are included at the back of this Chapter.

The following training topics cover additional situations one would experience as a Waste Pro employee:

- Hazard communications such as fluids
- Blood Borne Pathogens
- Traffic Safety while servicing customers
- Customer Service
- Hand Signals (Communication between Driver and helper)
- Covid-19
- Personal Protective Equipment (PPE)
- Employee Supervisor Observations
- Confined spaces
- Lock Out/Tag Out
- Truck Fire Procedures
- Hydration

Day 2 Safety Orientation

This day is geared for drivers that possess a CDL. That continuing education is paramount for safe operations at Waste Pro. It doesn't matter where our employees are in their careers as solid waste professional. Waste Pro teaches the Smith System (Defensive Driving class) to all the drivers with CDLS or

that drive any vehicle in public streets. The class continues to refresh the drivers on DOT laws that affect their daily responsibilities, Compliance, Safety, and Accountability Inspections. The drivers are also briefed on safety meetings that occur at Waste Pro. First, the front-line Supervisor and Driver Tailgate daily meetings. Here the interaction between the front line Supervisor and Driver is intense as ideas and urgent reminders of Safety, Customer Service, and efficiency are discussed. We find that during these meetings we get best practices and out of the box thinking from the employees on the front lines.

Then we have weekly Division Manager safety meetings that train on OSHA compliance. This is also where we recognize employees in the presence of their peers for jobs well done (Franklin \$100) and being heroes for our customers during their shifts. Safety calls are also held weekly By the Regional Vice President and staff to address anything that might need more attention during a proactive state. Also, scheduled are Corporate Safety meetings that include the regional staff to address new laws and Implementation of new improved safety policies. They will also encounter ride-alongs where the supervisor will join the driver in the cab during the route observe and get to know each other and concerns the driver may have.

The drivers are released back to their divisions to schedule their return to the Driver Training Center for 5 days. Training in the safe operation of vehicles and equipment is taught through the Driver Training Center (DTC). This education center opened for newly hired employees in July 2018. The curriculum ensures that all drivers understand the operation of each line of business. (Front-load, Residential, Roll-off, Curroto can) It is also infused with the Smith System a proven defensive driving course. While in class they are evaluated on how well they implemented the 5 keys to the Smith System on a truck driving simulator. The drivers receive two tests before graduation, one is conducted on a closed skills course driving their line of business vehicle, the other is a knowledge test on all material presented during the 5 days. Once the DTC is completed, drivers are released back to their divisions. They are then assigned a Training Mentor for two weeks or more of field training at their Division. The Mentor certifies the New Driver as qualified to drive the vehicle assigned and that he knows his routes. The DTC and Mentor training give new drivers confidence that they have been properly trained to service Waste Pro's customers. Most of our managers have a CDL and many years of experience in the waste industry. We understand mishaps can occur and Waste Pro has a "Complete the Route" education class for post incidents.



At Waste Pro our most important asset is our employees. So even if you have an accident it is investigated properly and, whether at fault or not, the driver will attend the "Complete the Routine" post-accident class. The "Complete the Routine" class sends a positive message that Waste Pro cares about retaining our drivers and the safety of the public we serve.

The collective years of experience in the waste industry are indicative of the safety policies in place for the operation of the Waste Pro fleet.



Due: Thursday, September 30, 2021; 2:00 p.m.

Safety Bonus/Franklin Awards



Our quality control is our employees, who are very conscientious about their jobs and always strive to achieve the highest standards. Employees are rewarded for their high standard with weekly bonuses and Franklin Awards. In addition, drivers who achieve a 3-year perfect record are awarded a \$10,000 bonus. Companywide Waste Pro has given over 400 drivers this award. In 2016, we launched a Safety Bonus for our helpers. Helpers who achieve a 3-year perfect record are awarded a \$5,000 bonus.

Weekly bonuses are based on such factors as performance, attendance, safety, neatness, and cleanliness. Franklin Awards are given to any/all employees for outstanding performance. If a resident or a customer sends a letter detailing an employee's outstanding performance, the employee is given a Franklin Award of \$100.



Since 2018, 12 drivers in our Palm Coast Division each earned a \$10,000 Safety Award for their safe driving habits. Waste Pro established the award in 2004 to encourage drivers to drive safely, since then, more than \$5 million has been awarded to drivers across the southeast United States. To be eligible for the award, drivers must maintain a spotless work record for three years, including excellent customer service, no accidents, injuries, or property damage, a positive attitude and attendance record, and a well-kept truck.

Waste Pro is the only company in the United States that offers a \$10,000 safety award to its drivers.



Due: Thursday, September 30, 2021; 2:00 p.m.

WASTE PRO CO-HEART

The Waste Pro Co-Heart Program was created in January 2015 and the very first Helper turned Driver earned his CDL license from our program in early February of 2015. Currently, we have five (5) helpers who have completed the Co-Heart Program in Palm Coast and have become CDL drivers and two (2) additional helpers who are in the program now. The goal of the Waste Pro Co-Heart program is to promote qualified helpers to drivers by way of proper training and respect. To create a dedicated, safe driver for our company and promote the success of our people. An outline of the program is included below.



Waste Pro Co-Heart Program

The Waste Pro Co-Heart Program was created January 2015 and the very first Helper turned Driver earned his CDL license from our program in early February of 2015.

The goal of the WP Co-Heart program is to promote Qualified Helpers to drivers by way of proper training and respect. To create a dedicated, safe driver for our company and promoting the success of our people.

By working closely with Mr. Jennings on some key issues of the program, we have implemented a short-term goal for our new driver to reach after earning their CDL license. In accordance w/Mr. Jennings Guidelines of no accidents, no claims, and no Property damage, the new driver will have the \$300 testing fee reimbursed after one year,

We have had great success with the program; aside from increased morale and several helpers that turned driver, we have had dozens promoted to lead driver and even route managers. This year we did have our first driver reach the level of having earned the \$10,000.00 Safety award in Jacksonville, (Melvin Williams).

To date, we have had 128 Helpers go through the WP CO-Heart Program w/ a \$100% success rate. A retention rate of 67% and increased Safety rate of 56% of the helpers turned driver, having their testing fee returned by reaching the first-year goal of no accidents or property damage. Our program had its first female candidate pass in Jan 2018 and our Co-Heart Program has recently helped a 20-year Helper pass his CDL test. Students go through an extensive roll-over prevention class for safer driving.

Over 100 helpers now, we are proud of all our students for having the chance to better their lives and the lives of their families. Dedication, Safety, and employee turnover are an obvious improvement as a result of this program. Promoting experienced helpers that are qualified to be drivers is a for-gone conclusion for success. Starting in July we will be instituting a complete Driver trainee 4 ½ day class for all qualified helpers that become employed as a driver trainee at Waste Pro USA. We are investing in our people to reduce turnover, increase Safety, decrease

Due: Thursday, September 30, 2021; 2:00 p.m.

maintenance issues, and build a team that cares about the communities they serve. This is the **Waste Pro Way**, and this is one example that makes us...**The Distinguishable Difference!**

COVID-19

Waste Pro was at the forefront when our communities were faced with the COVID-19 pandemic.

Our President, Sean Jennings, immediately issued the following statement:

“Like the communities we serve, the waste industry is experiencing unprecedented times and has been designated an Essential Critical Service by the Department of Homeland Security.



At Waste Pro, our highest priority is the health and safety of our employees, and the residents and businesses in the communities we serve. That said, our crews have been and are on the street in full force every day. According to the National Waste & Recycling Association, the coronavirus does not pose an elevated risk to waste industry workers. Also, Waste Pro is following the CDC guidelines for the health and safety of our employees.

Given the rapidly changing situation, we are preparing and adapting our operational plans and taking precautions similar to devastating weather events. Our cities, towns, parishes, and counties are also planning and preparing for potential interruptions in municipal services.

From a service perspective, we promise constant communications to our communities and media. We will use external communication platforms such as our website, Facebook, Twitter, and text messaging regarding any service interruptions or modifications to service schedules.

We are proud to be Americans. This great nation is resilient, and we will get through this difficult time together.”

-Sean Jennings, President, Waste Pro USA

Waste Pro immediately instituted a detailed COVID-19 Exposure Prevention Plan. We followed all of the CDC guidelines that were issued. Some of the many practices instituted were as follows:

- Maintain 6 feet of social distancing.
- Provide masks to those employees that requested them.
- Sanitize vehicles regularly.
- Provide sanitizer to employees.
- Let staff work remotely where possible.
- Restrict visits to locations by third parties.
- Impose a 14-day quarantine on employees that have traveled to hot spots.
- Regional meetings twice per week to discuss Covid-19 issues.
- Disinfect offices and common areas regularly.

The Waste Pro guys in WP do a fantastic job. Much appreciated

They have done a great job and we truly appreciate their work

Please convey the thanks of an old man to your folks as they go about the business of helping their community during this pandemic! Many of us appreciate what you do more than you can know

We are working hard for you

The highlight was for Francis and Coronarius' teams (both see every Monday) from the value truck stopping by on their route this morning to make their mark

We thank each and every driver that shows up for us

Just wanted to say thank you to all the men and women outside working sacrificing their own health in these troubled times
#StaySafe
#HardWorkers
#WastePro

YOU DO A GREAT JOB. KEEP UP THE GOOD WORK.

THANK YOU TO OUR GARBAGE COLLECTORS FOR SUPPORTING OUR COMMUNITIES
#THANKYOUWASTEPRO

Keep up the good work

THANK YOU
We couldn't finish it on Monday so we were out here yesterday. YOU ARE SO APPRECIATED BE BLESSED! STAY HEALTHY

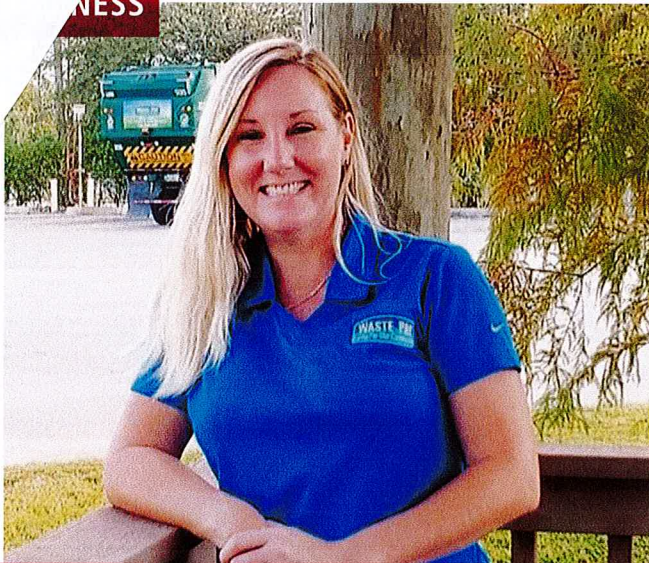
Chapter 3: Staffing and Subcontractors
Page **18** of **18**

FORM 5. STAFFING

1. Provide an organizational chart for the professional or management level staff positions that will be used by the Proposer to provide Collection Services for the City.
2. With regard to the staff positions identified in response to No. 1, above, please provide a narrative description of the duties and responsibilities of each staff position and the qualifications required for each position.
3. Proposers must provide a District Manager and a Field Supervisor (or employees with comparable titles and responsibilities) who will be accessible to the City at all times. Provide information demonstrating that both of these individuals will satisfy the minimum requirements in Section 5.1 of the RFP.
4. With regard to the individuals identified by the Proposer in response to No. 1-3, above, please indicate whether any of these individuals will be used to service any contract or franchise agreement for other cities or communities.
5. For each member of the professional or management staff that will be responsible for providing services to the City, please provide a resume indicating the individual's areas of expertise and experience. Resumes must include the following information; however, additional information also may be provided by the Proposer.
 - A. Name & Title
 - B. Assignment on City's Project
 - C. Years of Experience with:
 - The Proposer's Company
 - Other Similar Companies
 - D. Education:
 - Degree(s)
 - Year/Specialization
 - E. Summary of Professional Training and Experience
 - F. Other Relevant Experience and Qualifications

THIS INFORMATION IS CONTAINED WITHIN CHAPTER 3.

NESS



WEDNESDAY, JUL. 21, 2021

Waste Pro Manager Heather Badger-Felmet isn't afraid to hop on the back of a truck when necessary

Badger-Felmet leads her division in a male-dominated industry.

By: Melissa Catalanotto
Corporate Communications Manager, Waste Pro

Heather Badger-Felmet has just about done it all. Since joining Waste Pro in 2009, she has dipped her toe in nearly all aspects of the waste industry except driving and shop work. She began in accounts receivable, dabbled in accounts payable, did some dispatching, and spent six years as Office Manager in Palm Coast before being promoted to Division Manager in 2019. Due to the labor shortage, she has even gotten on the back of a truck to help collect garbage.

Badger-Felmet had a background in management before Waste Pro. She previously worked for a home building company, where she managed operations related to new home construction.

When the market crashed in the late 2000s, a friend who worked for Waste Pro encouraged her to apply.

"I knew nothing about garbage, but he told me, 'With your personality, you'll figure it out,'" she said. "I'm a go-getter. I don't ever like to be stagnant."

Her friend's advice rang true. For over a decade, she has become one of the most successful women in Waste Pro.

"I recognized at the time when our previous Division Manager left that we needed a change, but I was hesitant to apply being a woman. But I knew this would be the right steppingstone for the division."

It was a smooth transition, she said. She spent her first year as Division Manager getting her feet wet and learning new things about the industry – and then the COVID-19 pandemic happened.

"At first, it helped me learn financials even better to make sure I was on my A-Game," she said. "I made budget every month last year and we even broke some records here in Palm Coast."

But as the entire nation deals with an ongoing labor shortage in the wake of the pandemic, she said 2021 has been the most challenging time of her career.

However, she said, she's now buckling down even harder.

"Why am I doing this? What is the real reason behind it? And ultimately for me, it's for our community and for these guys who work here."

Supporting her employees is the most important part of the job for Badger-Felmet. It is what drives her to get up and come to work every day, even if she has to work a little harder to be seen as an equal in this male-dominated industry.

"I believe as women we have to lead by example," she said. "You can't preach to your guys and expect them to do what you say and see you as equal if you're not willing to step up to the plate."

For example, when they recently experienced a shortage of helpers in Palm Coast, she got on the back of the truck herself. She also goes out in the field with her supervisor, Danielle, to pick up misses or bulk items.

"If you can do the job, you can do the job," she said. "Don't be intimidated by others. You're here for yourself, for your family. And I like to show anyone who comes in here – man or woman – that I did it."

Badger-Felmet takes it a step further. She gets many people coming through temp agencies who are homeless, so she puts them up in hotels and provides toiletries for them.

"It's really rewarding to bring them in, help them get on their feet, and then be able to actually provide not just a job but a career for them," she said. "Then eventually we hire them on and they come back and thank me for just giving them an opportunity when nobody else would have helped them."

Badger-Felmet has also visited employees when they were sick, recommended mental health professionals and lawyers to employees who were struggling at home, and has even recruited employees to volunteer to cut the grass of an ill colleague.

"Some people say I care too much, but there's no such thing. It's called compassion," she said. "We have a very difficult job, and if someone is going through something, they're not going to be able to do their job properly. Waste Pro has tools in place to help them get in a better place, and then they can come back to work and focus."

Since day one, Badger-Felmet has admired the family values of Waste Pro, and tries to engrain that in her Division. To this day, she speaks of Founder John Jennings' vision of being a family company.

"We try to make sure the employees know how valuable they are to us and we understand life happens, and we want to be there for them," she said.

In addition, Badger-Felmet believes strongly in being involved in the community. Nearly all the employees who work for the Palm Coast Division also live in the city, and she is dedicated to participating in programs like beach cleanups, donating dumpsters and volunteer time to city events, and collecting oyster shells from restaurants for shoreline restoration projects.

Badger-Felmet also takes pride in providing great customer service and keeping her facility in top-notch shape.

"People come to our facility and say it looks like a resort," she said.

At the end of the day, Badger-Felmet says the key to success, especially as a woman, is simply working hard, pulling up your bootstraps, and setting an example.

"I want to empower other women – and men too – to see that hard work pays off. Our industry needs more people who understand that if you take care of your employees, they will take care of you."

About Waste Pro USA

Waste Pro USA, Inc. is one of the country's fastest growing privately-owned waste collection, recycling, processing and disposal companies, operating in ten southeastern states. Waste Pro, with revenues exceeding \$800 million, serves more than two million residential and 40,000 commercial customers from over 75 operating locations. Waste Pro is headquartered in Longwood, Florida, and maintains approximately 300 exclusive municipal contracts and franchises.



www.wasteprousa.com | [@Waste_Pro_USA](https://twitter.com/Waste_Pro_USA) | [/wasteprousaCorp](https://facebook.com/wasteprousaCorp)

Corp. Headquarters: 2101 W. SR 434, 3rd Floor, Longwood, FL 32779 | Phone: 407-869-8800

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PROFESSIONAL EXPERIENCE

Waste Pro USA

2019 - Current

Regional Vice-President
Northeast Florida

Responsible for six hauling divisions, one landfill and one transfer station. The divisions are in Lake City FL, Gainesville FL, Jacksonville FL, Hilton Head SC / Savannah GA, St. Augustine / Palm Coast FL, and in Palatka FL. Responsible for managing the work of over 300 employees who operate nearly 250 trucks, servicing more than 200,000 residential customers and nearly 6000 commercial customers.

WATSON C&D

2015 - 2019

General Manager
Archer, Florida

Responsible for all operations for hauling division, yard waste compost processing center and Construction and Demolition landfill.

- Roll-off hauling
- Dump truck hauling
- Sales of compost, landscape products to Landscape Companies and Homeowners
- Construction and Demolition Landfill operation
- Grinding and screening of tree debris, small demo and site work in the field

Special Accomplishments:

- Coordinated the Sale of Watson Construction. Initiated and completed new company requirements: establishment of new DOT number, split up and separated the fixed assets, organized profit and loss and financial reports, hired new controller, established new insurance plans, and changed State and County Company permits from Watson Construction to Watson C & D.
- Obtained new ten-year permit for the operation of the C & D Landfill.
- Purchased several new trucks and containers which resulted in double digit revenue growth in the first year.

NCI WASTE SERVICES / FENN-VAC LLC

2005 - 2015

General Manager
Charleston, South Carolina

Responsible for all operations in the Charleston, South Carolina and Savannah, Georgia facilities. Current combined revenues were \$9,000,000 annually with 62 employees, 28 waste collection routes and 7 tractors trailer industrial routes. Nature's Calling Inc. and Fenn-Vac LLC provide a wide range of waste services.

- Portable restrooms
- Roll-off hauling
- Commercial front-load
- Residential collection
- Grease collection and grease de-watering process
- Restroom, Shower, De-con and Laundry trailer rental and service.
- Frac-Tank, sealed sludge, vacuum and concrete wash-out container rental
- Tanker, roll-off frame and dump bed and hauling for hazardous / non-hazardous
- Soil and Pond Remediation

Special Accomplishments:

- Provide logistics, equipment and personnel for emergency services for Hurricane's Katrina, Wilma, Ike and Rita which resulted in over five million dollars in revenue
- Installed "corporate like" policies within a small business atmosphere. Those policies included, daily tracking of services provided, sales commission plans and sales budgets, maintenance P.O. system, schedule of preventative maintenance and proper filing, safety training, and the development of Safety Manual. Developed productivity tracking and cost per unit measurements
- Upgraded current staff with trained and seasoned employees in maintenance, accounting, dispatch, sales and drivers. Help reduce insurance cost by shopping PEO's and developing safety incentives for drivers and mechanics. Changed tire, parts, uniform and oil vendors saving thousands of dollars annually. Scheduled safety meetings, driver observations and designed accident / injury disciplinary policy
- Began acquisition start-up in Savannah providing roll-off and portable toilets in 2011. Since the acquisition, revenues have quadrupled and continue to grow
- Integrated the acquisition of Fenn-Vac LLC with NCI. Both companies share truck, equipment and personnel assets.
- Tripled Division revenue and profits over ten year period. Increased Roll-off routes from seven routes to twenty

ALLIED WASTE-- Part 2

2003 - 2005

General Manager
Lawrenceville, Georgia

I was again responsible for overall operations for the Lawrenceville Division in the Atlanta Marketplace. Full responsibility for P&L, Safety, Sales, Maintenance, Environmental and Customer Service. Oversaw two hauling sites with over 200 employees. Business was beginning to slow down because of a poor economy. Routes were cut due to lost and closed business in all systems and the MRF was sold. Capital was cut and headcount reductions were common along with repeated price increases.

Best Accomplishments:

- Cost control techniques. Switching of vendors, establishing driver start times, implementing incentive pay
- Improved safety record in frequency and severity
- Spent more time developing employees and managers

WASTE INDUSTRIES

2001 – 2003

District Manager
Atlanta, Georgia

Responsible for the operation of two hauling facilities and a sales office spread out over three counties. The operation was primarily individual subscription residential collection. There were 100 employees servicing 8 roll-off routes and 32 garbage and recycling routes. Waste Industries entered the Atlanta market with three acquisitions. In 2002, we opened a C & D landfill in Fairburn, Georgia.

Best Accomplishments:

- Centralized the three facilities into one. All three offices had a different set of policies and those policies were also different than the parent company
- Integrated all employees and assets working as one company under Waste Industries
- Revamped the customer service department
- Removed and replaced poor performing employees
- Hired qualified sales representatives and developed sales plans and budgets
- Opening and marketing of Safeguard Landfill

BROWNING-FERRIS INDUSTRIES

1996 -2001

District Manager
Lawrenceville Georgia

Lawrenceville was one of two very large Divisions in the Atlanta Marketplace. This Division had two locations, serviced residential and commercial customers in thirteen counties. There were 220 employees servicing 26 residential routes, 22 recycling routes, 28 roll-off routes and 19 commercial routes. The truck shop ran three shifts. There were 21 sales reps and a manager and supervisor for every system. The customer service and dispatch side of the building housed over twenty employees. The Lawrenceville Division had a satellite office in Gainesville, Georgia and also had a MRF on site in Lawrenceville that recycled cardboard, glass, plastic, newspaper, steel and aluminum cans. The annual division revenue was a stunning \$3.8 million per month. Profits ranged between 28% to 35%.

Best Accomplishments:

- Acquisition of American Waste in Gainesville, Georgia. Provided better density on existing work and offered new industrial business
- Residential Growth. For the first three or four years with residential home construction bursting we added net new homes at an average of 500 new stops per month. We were adding a new residential route every six months and a recycling route every year
- Learned how to manage managers at a higher level. Particularly the art of delegation. Regional and Corporate visits were often. Learned how to review dozens of financial, sales, safety and productivity reports in strict detail
- Worked with region support to bid and the award of the City of Alpharetta, Georgia. This contract was for residential collection of waste and recycling

BROWNING-FERRIS INDUSTRIES

1992 - 1996

District Manager
Anniston, Alabama

Responsibility of overall company which included three operating locations and the management of the Calhoun County Landfill. The District monthly revenue was \$1,200,000. There were 80 employees providing service for 20 residential routes, 12 front-end routes and 10 roll-off routes. There were originally four locations. The

facilities were in Blount County, Albertville, Alabama, Anniston, Alabama and the MSW landfill was in Calhoun County. Our services were extended into six counties.

Best Accomplishments:

- Doubled the District Annual Revenue and Profit in four years.
- Retained three municipal contracts that went out for bid while converting them to fully automated collection. Those cities were Anniston (10,000 homes), Oxford (5500 homes) and Talladega (4500 homes). Also added a new contract in Hokes Bluff Alabama (1500 homes) and Sylacauga Alabama (2500 homes)
- Received a "Crystal Can Award at the 1995 Southern Region District Manager's Meeting in Key West Florida for Best Results.

BROWNING-FERRIS INDUSTRIES

1990 -1992

District Manager
Charleston, South Carolina

Promoted and transferred to Charleston as a District Manager. I was responsible for annual revenue of \$4,000,000. This revenue and the number of collection routes were elevated due to the aftermath of Hurricane Hugo. There were 25 employees, 10 commercial and roll-off routes and I was also responsible for a MSW Landfill.

Best Accomplishments:

- Broke all previous District revenue and profits from prior years
- Revamped the MSW landfill access to the landfill cell by constructing a wide turn around which allowed 90-yard walking floor trailers ability to use the site increasing tons
- Upgraded personnel and facility aesthetics
- Successfully increased special waste volume into the landfill increasing profits
- Created a "teamwork atmosphere" by sharing the P & L with all employees and reviewed our success or failure every month

BROWNING- FERRIS INDUSTRIES

1982 - 2000

**Assistant District Manager / Satellite Manager / Operations Manager /
Residential Supervisor / Driver**

Birmingham, Alabama

Started career at BFI working as a temporary driver for seasonal leaf collection service. After leaf season, I moved into several positions for the next few years including, collector on a residential truck, driver of a residential truck, residential sales, container delivery, front-end and medical waste driver. The division was very large and provided all of the core garbage services as well as portable restrooms, medical waste collection and disposal and shredding. Revenue was \$24,000,000 annually. 30 residential routes, 19 commercial routes and 18 roll-off routes.

Best Accomplishments:

- Set up a residential contract in Mountain Brook Alabama which provided twice a week back door collection plus once a week trash service for over 7000 homes. I was responsible for hiring 8 drivers and 12 helpers. I also split the routes up dividing the homes per route per day based on the proximity and size of the homes and lots in the neighborhoods. Each driver and helper went through training and was supplied with route map books. The success of the service and its attention to detail was recognized with a promotion as a route manager. Few service problems were seen and the original routing remained for years before any changes were made. I was also sent to future residential start-ups in other districts in the region. Two years later I was promoted to Operations Manager in Birmingham.
- Promoted to Satellite Manager at the Cullman, Alabama facility. During my year there I also set up a new Morgan County contract which provided once a week curbside service for over 14,000 homes. This facility provided service in two counties with two commercial routes and ten residential routes.
- Upon my return to Birmingham I was promoted to Assistant District Manager. My primary duties were to manage the new lines of business which included medical waste collection and the operation of a Medical Waste Incinerator at UAB.

Heather Badger-Felmet

9 Ripcord Ln, Palm Coast FL 32164

386-931-6511

heatherbadger@ymail.com

Qualifications

All-around professional with an extensive history of providing unmatched customer service even under various demanding circumstances. I have the given ability to empathize with people and problem solve with utmost courtesy and tact. I'm able to multi task, work independently and or with a team. I pay attention to details and meet deadlines. I'm able to troubleshoot, think creatively and resolve conflicts. I have over 10 years' experience in the waste industry with excellent communication skills, servicing more than 47,000 residential customer and more than 800 commercial customers. I have the ability to organize, prioritization all while being a motivated leader. I have the manager skills needed with a solid history of achievement and building relationships while ensuring client satisfaction.

Experience

Waste Pro USA

Palm Coast, FL

Division Manager- 2019---President

ASSISTANT DM--2015 to 2019

OFFICE MANAGER--2012 to 2015

ACCOUNTING/CSR—2009 to 2012

- Manage day to day operations, trucks, operation supplies, container inventory.
- Handles payroll for over 80+ employees
- Manage sales team, meetings, contracts, pricing and relationship building. Implements strategies & develops sales actions.
- Manages audits & performance reports for the cities & franchise fee
- Responds to emergencies-from the beginning to the end all while ensured that safety standards are followed.
- Handles all aspects of accounts payable, accounts receivable, collections, cash postings, billing customers along with the cities, set's up all new customers and reviews pricing. Ensures all disposal are accurate and properly disposed of.
- Commercial & Resident dispatch, resolves customer complaints
- IT & software issues
- New hiring of employee's along with performance reviews, disciplinary actions, terminations.
- Attend all city & county meetings and handles direct communication
- Maintain daily, monthly logs & provide monthly reports, basic knowledge of accounting functions ability to read & understand a P&L statement.
- Over sees 47,000+ residential customers
- Over sees 800+ commercial customers

Heather Badger-Felmet

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Forister Bush Homes

Palm Coast, FL

Operations/ Office Manager

January 2004 – January 2009

- Handled all operations from scheduling to ordering all building materials. Pulled permits, dealt directly with the city & county for all issues.
- Handled all aspects of accounts payable, accounts receivable, payroll for all employees
- Schedule & assisted homeowners from the beginning to the closing on their home.
- Worked directly with banks on loans, taking draws, closings on loans & title companies
- Oversaw all subcontractors and their day to day activities.
- Handles all customer service issues, writing contracts, following all prospects

Mercedes Homes

1998 – January 2004

- Sales associate selling new home construction
- Writing sales contracts, and handling customers' needs from start to finish of their home
- Helped homeowners with getting a mortgage and all paperwork
- Warranty work and scheduling of appointments
- Knowledge and training on new home construction
- Finding customers', a property, knowing the area and the competition in the area
- Marketing & sales

Education and Training

- Salem High School-Graduated one year early under a marketing program
- Daytona State College
- Florida Notary since 2004
- Knowledge of all these programs: Tower, Microsoft Dynamics, Excel, Outlook, TracEz, Merchant partners, Arm Solutions, Builders Web Portals, Wells Fargo Lockbox
- Certified in the reasonable suspicion

Heather Badger-Felmet

9 Ripcord Ln, Palm Coast FL 32164

386-931-6511

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References

Ron Bush, Owner, Forister Builders, 386-237-7076

Jason Brezee, Regional Manager, Caliber Collision, 386-225-5185

Harold Holloway, 904-669-2760

DANIELLE HOLLAND

7 PATRICK PLACE | PALM COAST, FL | 386 283 7639 | TWEETY17FLH@AOL.COM

SUMMARY OF QUALIFICATIONS

- One-year Telecommunications Specialist
- Thirteen years' experience in providing discipline and law enforcement duties for the U.S. Navy
- Seven years' experience in Boat operations
- Thirteen years' experience in Emergency Vehicle operations
- Seven years' experience in Field Training Operations

WORK EXPERIENCE

STRIVE PRO ADVANTAGES

CUSTOMER SERVICE/SALES

ST. AUGUSTINE, FL
MAY 2018 - CURRENT

- *Manage all incoming/outgoing sales calls
- *Properly ensuring the customers are well educated on the product
- *Handle all complaints and request in the proper way

FLAGLER COUNTY SHERIFF'S OFFICE

TELECOMMUNICATIONS SPECIALIST

BUNNELL, FL
AUGUST 2017-MAY 2018

- *Responsible for answering all incoming telephones on a multi-system including both administrative and E911 lines in the dispatch center
- *Responsible for handling all fire/rescue related radio traffic for multiple units and calls for service
- *Responsible for handling all duties and responsibilities that are associated with the teletype channel
- *Responsible for handling all duties and responsibilities that are associated with the primary LE channel

DEPARTMENT OF DEFENSE

POLICE OFFICER, 0083

JACKSONVILLE, FL
JANUARY 2007-AUGUST 2017

- Conduct force protection duties at fixed entry control points
- Conduct patrols within installation including traffic stops for motor vehicle violations and speed enforcement
- Responsible for safe operations of several security posts and outlined areas
- Provide law enforcement and antiterrorism/force protection
- Provide logistic security to 21 home ported ships, including: 6 lamp mark squadrons, 84 tenant commands, and 13,000 sailors of operating forces of the U.S. Navy
- Respond to all calls for law enforcement assistance that take place within or surrounding the installation
- Conduct field sobriety tests
- Administer breathalyzer tests
- Operate and maintain an inventory of small crafts used to support special operations missions Responsible for on-the-job training, evaluating recruit performance, and providing remedial training
- Authorized to carry weapons and use of deadly force/ enforce rules and regulations for governing facilities.
- Conduct proactive operations designed to reduce criminal activity utilizing special techniques designed to protect Department of the Navy (DON) military members and their families, civilian employees, resources, and assets.
- Conduct liaison with Federal, State, and local law enforcement agencies in order to facilitate exchanges of information.

U.S NAVY

MASTER AT ARMS

JACKSONVILLE, FL
SEPTEMBER 2001-SEPTEMBER 2005

- Provide waterborne and land security, aircraft and flight line security
- Provide strategic weapons and cargo security, maritime security and platform protection
- Conduct customs operations, corrections operations, detainee operations, and protective service operations
- Perform force protection, physical security and law enforcement
- Organize and train personnel in force protection, physical security, law enforcement, and weapons proficiency

DANIELLE HOLLAND

7 PATRICK PLACE | PALM COAST, FL | 386 283 7639 | TWEETY17FLH@AOL.COM

- Develop plans for physical security and force protection enhancement of Navy bases, installations, property, and personnel
- Assist commands in conducting terrorist threat analysis and implementing defensive measures

EDUCATION

Doctor of Philosophy:	Forensic Psychology	Walden University	Current
Master of Science:	Criminal Justice	Kaplan University	December 2012
Bachelor of Science:	Criminal Justice	Kaplan University	May 2010
Associate of Applied Science:	Criminal Justice	Kaplan University	September 2009

TRAINING AND CERTIFICATIONS

◦ NCIC/FCIC	February 2018
◦ Emergency Medical Dispatch (APCO)	December 2017
◦ Laser/Radar FDLE certified	January 2013
◦ BTO recertification	April 2010
◦ Field Training Officer (FTO) FDLE certified	April 2009
◦ Breath Test Operator FDLE certified	May 2007
◦ Boat Operator Course (Coxswain qualified)	August 2007
◦ Emergency Vehicle Operator Course	September 2007
◦ Proficient in Microsoft Office	
◦ 9MM	
◦ 12G Shotgun	
◦ M-4 Rifle	
◦ 240 Machine Gun	

Carolyn C. Rakoczy

Experience

April 2021 – Current
(386)586-0800

Waste Pro USA
Bunnell, FL

Office & Customer Service Manager

- Collections
- Balance Disposal Cost
- PO & Receive All Invoices
- Resolve Customer Concerns
- Oversee Customer Service Representatives
- Accounts Payable and Receivable
- Weekly Invoicing

October 2019- March 2021
(386)586-0800

Waste Pro USA
Bunnell, FL

Commercial Dispatch

- Daily Excel Reports
- Phone Customer Care for all Commercial Accounts
- Coordinate Customer Request with Drivers
- Inside sales – averaging in \$5,000 monthly revenue
- Enter Service Agreement for Commercial Properties

November 2017 - December 2018
704-536-1300

Ken Smith Inc.
Charlotte, NC

Office Administrator

- Coordinate Customer Needs with Technicians
- Coordinate Sales Team Travel Arrangements
- Account Payable/Receivable
- Payroll
- Human Resources
- Daily Invoicing
- Maintain Service Contracts
- Monthly Reconciliation
- Generate Purchase Orders

May 2013- October 2017
(386)586-0800

Waste Pro USA
Bunnell, FL

Customer Service/Residential Dispatch

- Daily Excel Reports
- Phone Customer Care for 39,000 Residents
- Coordinate Customer Needs with Residential Route Supervisors
- Inside sales – averaging in \$5,000 monthly revenue
- Daily Commercial Billing
- Assist Commercial Accounts

June 2012- October 2017
(386)447-7381

Pine Lakes Animal Hospital
Palm Coast, FL

Receptionist

- Confirming/Making Appointment
- Phone Customer Care
- Monthly Reminders
- Filling Prescriptions
- Assisting Technicians

February 2012 – June 2012
(386)447-7381

Shelton Veterinary Clinic
Palm Coast, FL

Receptionist

- Confirming/Making Appointment
- Phone Customer Service
- Filing
- Assisting Technicians

April 2009 – December 2011
(386) 255-2500

Manheim Daytona Beach
Daytona Beach, FL

OVE Coordinator

- Create listing onto OVE.COM website for customers.
- Train new customers on how to utilize the website.
- Build monthly sales reports.
- Create weekly promotional ads.

Education

2002-2005 Daytona Beach Community College, Daytona Beach, FL

I received my A.A.S. in Culinary Management in December of 2005.



RS

• RONALD SANDERS

OBJECTIVE

To better develop my skills and build a solid foundation for a long-term career.

• EXPERIENCE

RESIDENTIAL SUPERVISOR • WASTE PRO • FEBRUARY 2017 -
CURRENT

- Directly responsible for the supervision of drivers and performance of daily operations. Greet drivers upon their arrival to the yard; ensure that pre and post trip inspections are conducted.
- Communicate to the driver's key service points, safety, and equipment issues while ensuring they are part of the Waste Pro team and understand the core values.
- Maintain a clean, safe work environment and ensure compliance with company policies.
- Share Decision Driving techniques and ensure that employees follow and are knowledgeable of Waste Pro safety guidelines.
- Reinforce daily safe work practices and assist with the delivery of weekly safety meetings.

CO-TEAM DRIVER • TITAN TRANSFER • NOVEMBER 2016 –
FEBRUARY 2017

- Transported loads to the designated locations

FRONT LOAD DRIVER • WASTE MANAGEMENT • OCTOBER 2015 –
NOVEMBER 2016

- Responsible for servicing commercial business picking up Front Load Containers. Empties containers using levers inside truck cab to empty container into the truck using forks.
- Open corral doors to access containers and as needed, rolls 3-4 yard can on castors weighing up to 600 pounds into position for dumping. Picks up loose trash off truck and/or ground and cleans up spills that may occur.
- Transports waste to a designated local landfill/disposal area.

- Completed route / productivity sheets, records mileage, fuel consumption, log book (as required), Vehicle Condition Reports, and other forms.

RESIDENTIAL LEAD DRIVER • WASTE PRO • OCTOBER 2014 – OCTOBER 2015

- Safely drives truck on pre-established route in accordance with Decision Driving principles within a prescribed time
- Collects and dumps garbage and refuse into refuse trucks while covering a designated route in a residential or commercial zone. Unloads refuse trucks at the landfill, transfer station, or similar facility.
- Provided Distinguishably Different level of service through courteous and expeditious customer service in all aspects of refuse operation to the public and customers.
- Establish and maintain a clean, safe work environment and ensure compliance with company policies.

RESIDENTIAL DRIVER • WASTE MANAGEMENT • JUNE 2011 – OCTOBER 2015

- Collected garbage and yard debris for residents
- Unloads refuse trucks at the landfill, transfer station, or similar facility.
- Completed daily route.

SKILLS

CDL License

EDUCATION

SEABREEZE HIGH SCHOOL –
2002 – DIPLOMA

FORM 6. SUBCONTRACTORS

If the Proposer will use any subcontractors to perform the work under the City's Service Contract, the Proposer shall provide: (a) the name and address of each subcontractor; (b) the name and telephone number of the subcontractor's contact person; (c) a description of the work that will be performed by each subcontractor; and (d) the percent of the work that will be performed by the subcontractor. Please note that the City discourages the use of subcontractors for Collection Services, as indicated in Section 16.L of the Service Contract.

Waste Pro will use the container vendor to deliver containers if the City decides to go
with the cart option. Details regarding this are further explained in the body of Chapter 3,
Page 7, Subcontractors, and in Chapter 4, Implementation Plan, under Container Delivery.
At such time the City makes the decision about carts and chooses a manufacturer, Waste Pro
will identify the subcontractor by name and provide all information required to the City.
Otherwise, Waste Pro does not intend to use any Subcontractors fulfill obligations under
this contract.



September 28, 2021

VIA E-MAIL: sdolan@wasteprousa.com

Ms. Susie Dolan
Waste Pro-Palm
Coast
401 South Bay St
Bunnell, FL 32110

Re: **Cart Warranty**

Dear Ms. Dolan:

Pursuant to your request, I am writing this letter to confirm that Cascade Engineering is willing to make an exception to our standard non-prorated warranty regarding transferability. If Cascade Engineering is awarded the supply of carts for Palm Coast, Florida, through the city's designated hauler Waste Pro, for delivery in 2021, the warranty shall be as follows:

CASCADE CART SOLUTIONS PRODUCT WARRANTY

Cascade Cart Solutions, a division of Cascade Engineering, Inc. ("Cascade") warrants that the products listed below shall be free from defects in materials and workmanship for the applicable period. This warranty does not cover negligence, abuse or normal wear and tear, which include but are not limited to the examples provided below. This warranty shall be voided by any alterations, modifications, or unauthorized repairs to the product(s); or, as a result of any abuse, neglect, misuse or the resale of the products.

Purchaser must make all warranty claims within the applicable period. Cascade shall, at its option, repair or replace such defective product(s) or part(s) thereof, or refund the purchase price of the product(s). Repaired or replaced product(s) or part(s) are warranted for the balance of the original warranty period of the original product(s) or part(s). Purchaser shall be responsible for any labor costs incurred to install replacement parts and reassembly, if required. Replacement products and/or parts provided under this warranty are guaranteed only for the remaining period of the original warranty.

Cascade reserves the right to inspect in person, or request photos, to verify the existence of a covered defect. Purchaser shall promptly notify Cascade of any failures under this warranty by completing a warranty request form, which is available at www.cascadecartsolutions.com.

THIS LIMITED WARRANTY IS GIVEN ONLY TO THE ORIGINAL PURCHASER; IT MAY NOT BE TRANSFERRED OR ASSIGNED AND DOES NOT EXTEND TO ANY SUBSEQUENT PURCHASER OR TRANSFEREE OF THE PRODUCT(S). THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION TO THE FOREGOING, CASCADE SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY

EXAMPLES OF NORMAL WEAR AND TEAR (including but not limited to):

- *Scratches, cuts or scores from any source.*
- *Accumulation of dirt or any other similar substance.*
- *Normal deterioration of metal parts during services.*
- *Normal discoloration due to atmospheric exposure or water conditions.*
- *Appearance of rust on steel parts.*
- *Damage caused by rodents, squirrels or other wildlife/animals.*

EXAMPLES OF NEGLIGENT OR ABUSIVE USE (including but not limited to):

- *Exposure to heat which may result in burns, scorches, melting.*
- *Exposure to chemicals such as solvents, petrochemicals, paints, or acids.*
- *Major impacts such as being hit by a vehicle.*
- *Improper storage such as storage in stacks, on lids, near heat or chemicals, outside uncovered without lid on, or in any area where damage may occur.*
- *Improper handling such as dropping cart stacks off delivery trucks, dragging over rough surfaces, stacking with wheels on, forcing through narrow openings, allowing packer mechanism to hit cart during dumping cycle.*
- *Improper handling by automated arms such as any scratches, cuts, creases, scores, cracks or breaks from a maldjusted automated lift arm or semi-automated dumper, including squeezing lid with arm and dropping cart into packer or possible wheel/axle damage and including excessive lift speed including any lift speed faster than six seconds for full lift-dump-down cycle.*
- *Failure to properly open or secure lids when emptying, handling or moving carts.*
- *Improper use such as any use other than for storage, transport, and dumping normal single unit residential solid wastes and curbside recyclables collection, including such improper use as: construction, industrial, landscaping, liquid storage/transport, bulk solids storage/transport, recreational, commercial, food service and institutional applications.*

WARRANTY PERIODS AND OTHER PRODUCT-SPECIFIC DETAILS

STANDARD CARTS: *Ten (10) years from the date of shipment to Purchaser. Specifically excluded are carts: used as crew carts; dumped manually or with mechanical lifting/dumping devices that do not meet ANSI requirements; or used for any purpose other than residential solid waste and curbside recyclables collection.*

This letter may be attached as an exhibit to the purchase contract to document our agreement to the modification of our warranty, which allows it to be transferred to the City of Palm Coast, Florida.

Yours truly,

Cascade Engineering, Inc.

A handwritten signature in blue ink, appearing to read "Scott D. Downer", with a stylized, flowing script.

Scott D. Downer
National Sales Director



SAFETY LANE PROCESS

Proper Lock out Tag out must be in place prior to the Safety Lane process to begin.

- 1. Wheels chocked**
- 2. Turn on headlights, marker lights, 4-way flashers (check lighting)**
- 3. Check all gauges and verify pto pump function**
- 4. Check windshield and wipers for damage.**
- 5. Vehicle turned off after transmission fluid and lighting are checked.**
- 6. Master Power switch turned off**
- 7. Keys must be turned over to Tech.**
- 8. Driver to exit and begin vehicle Inspection.**

Post-trip Vehicle Inspection process

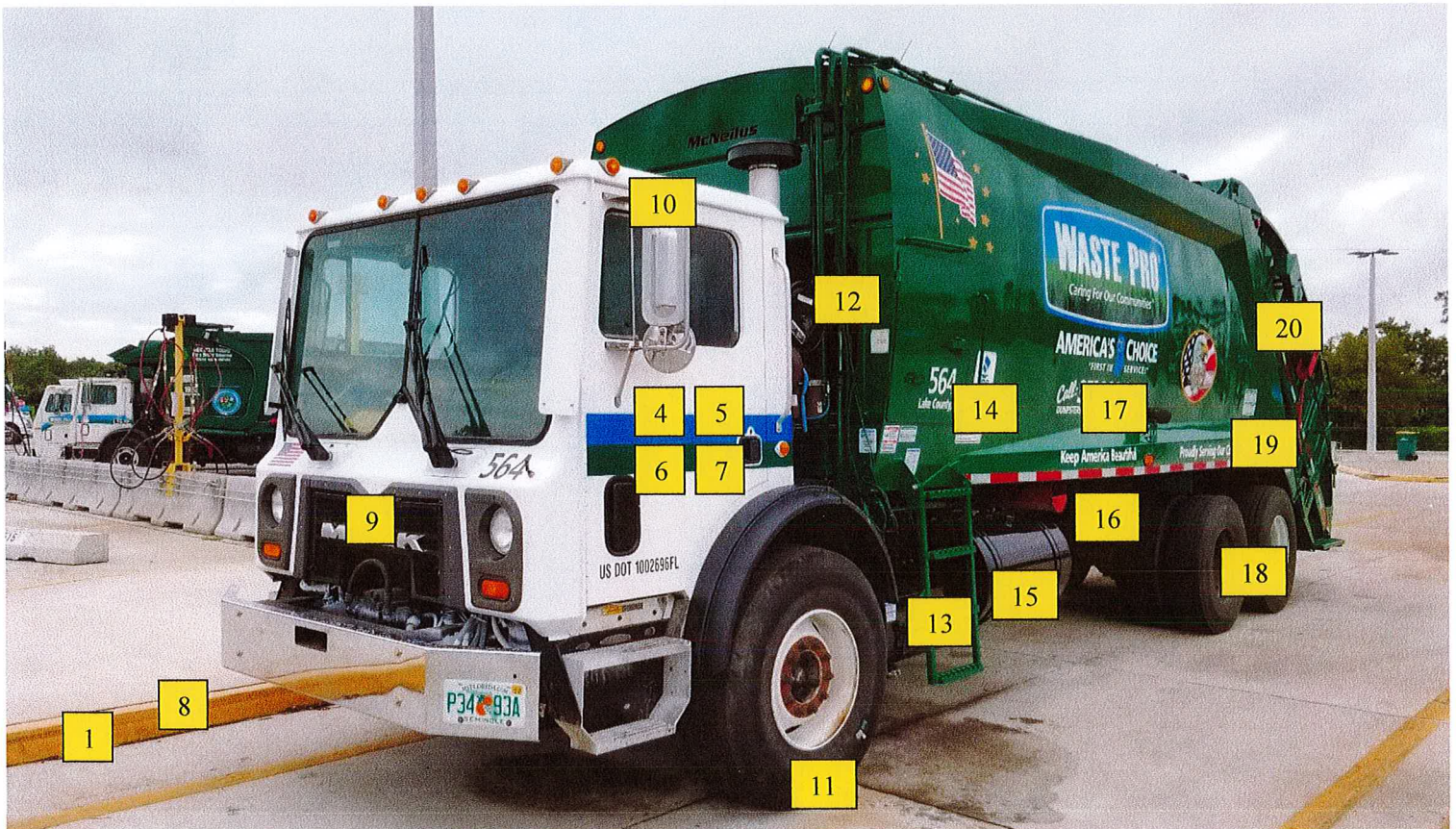
1. Exit cab and start in front of cab
2. Inspect cab for damage, inspect head lights, clearance lights and flashers
3. Check all fluids, oil and coolant, technician checked transmission before truck shut down.
4. Inspect driver's door mirrors, window/s, steps and grab handle.
5. Inspect driver's side front tire, lug nuts, tire pressure, tread, side walls, fender and suspension
6. Inspect engine and transmission area for debris. Inspect wires & hyd. hoses
7. Inspect battery box cover, latches/hold-downs
8. Inspect packer cleanout ladder, door and/or hopper area
9. Inspect hydraulic tank & fluid level. Inspect fuel tank, tank straps and fuel level
10. Inspect fire extinguisher, triangles and spill kit
11. Inspect all side marker and side lights
12. Inspect all rear axle tires, lug nuts, tire pressure, tread, side walls, and suspension
13. Inspect side DOT tape
14. Inspect tailgate turn-buckle, rider step & grab handles
15. Inspect rear lights, DOT tape, camera, strobes, & work lights
16. Inspect trunnion bar locks/latches, kicker bar, bin stopper pads, cart tipper, & hopper hyd. hoses
17. for roll off, frontload, and ASL check icc bar
18. Inspect tailgate turn-buckle, rider step & grab handles and valve body
19. Inspect all rear axle tires, lug nuts, tire pressure, tread, side walls, and suspension
20. Inspect all side marker lights & DOT tape
21. Inspect fuel tank, tank straps & fuel level
22. Inspect passenger front tire, lug nuts, tire pressure, fender and suspension
23. Inspect right side door mirrors, window/s, steps and grab handle
24. Re-enter cab and re-start engine

After parking truck please follow procedures below

1. Perform full air brake system tests:
 - a. Static brake test (with wheels chocked & parking brake released, engine off, key to on position, wait 1 min. no air loss & no audible air leaks) **Perform this step only if truck is equipped with chocks.**
 - b. Applied air brake test (fully apply foot brake, wait 1 min. no air loss & no audible air leaks)
 - c. Low air warning device test (light &/or buzzer must activate at no less than 60 psi)
 - d. Parking Brake Knob Pop Out Test (must pop out between 20 lbs & 40 psi)
 - e. Parking Brake Tug Test increase idle to 1100 RPM (parking brake applied)
 - i. **Dual drive trucks require brake inspection test at both operating positions (steps a-d)**
2. Test both city and air horn
3. Perform full hydraulic system test. (Tipper, kick bar, packer, winch, etc...)
4. Drain all air tanks
5. Turn off battery disconnect

Pre-trip/Post-trip Vehicle Inspection (REL)

1. Approach truck from front to see if it is leaning to one side or the other and look for fluid leaks
2. Check all fluid levels (unless your facility directs otherwise)
3. Inspect engine and transmission area for debris. Inspect wires & hyd. hoses
4. Turn ignition key to "ON" position and wait to start engine when prompted
5. Start engine
6. Check gauges for any warnings or faults
7. Turn on headlights, marker lights, 4-way flashers and turn on hydraulic pump (PTO)
8. Exit cab and start in front of cab
9. Inspect cab for damage, inspect head lights, clearance lights and flashers
10. Inspect driver's door mirrors, window/s, step/s and grab handle
11. Inspect drivers side front tire, lug nuts, tire pressure, tread, side walls, fender and suspension
12. Inspect area behind cab including any wires and hoses
13. Inspect battery box cover, latches/hold-downs
14. Inspect packer cleanout ladder, door and/or hopper area
15. Inspect hydraulic tank & fluid level. Inspect fuel tank, tank straps and fuel level
16. Inspect fire extinguisher, triangles and spill kit
17. Inspect all side marker and side lights
18. Inspect all rear axle tires, lug nuts, tire pressure, tread, side walls, and suspension
19. Inspect side DOT tape
20. Inspect tailgate turn-buckle, rider step & grab handles



Pre-trip/Post-trip Vehicle Inspection (REL)

21. Inspect rear lights, DOT tape, camera, strobes, & work lights
22. Inspect trunion bar locks/latches, kicker bar, bin stopper pads, cart tipper, & hopper hyd. hoses
23. Walk to cab, cancel 4-ways and activate left turn signals
24. Walk to rear of truck verifying turn signals are operating down the side of the truck and at rear
25. Walk back to cab and turn on the right turn signals
26. Walk back to rear of truck, down the right side, verifying all turn signals operate to the rear
27. Inspect riders step, rider grab handles, control levers & labels, tailgate turn-buckle & hyd. hoses
28. Inspect all rear axle tires, lug nuts, tire pressure, tread, side walls, and suspension
29. Inspect all side marker lights & DOT tape
30. Inspect fuel tank, tank straps & fuel level
31. Inspect front tire, lug nuts, tire pressure, fender and suspension
32. Inspect right side door mirrors, window/s, step/s and grab handle
33. Re-enter cab and re-start engine
34. Perform full air brake system tests:
 - a. Static brake test (with wheels chocked & parking brake released, engine off, key to on position, wait 1 min. no air loss & no audible air leaks) **Perform this step only if truck is equipped with chocks.**
 - b. Applied air brake test (fully apply foot brake, wait 1 min. no air loss & no audible air leaks)
 - c. Low air warning device test (light &/or buzzer must activate at no less than 60 psi)
 - d. Parking Brake Knob Pop Out Test (must pop out between 20 lbs & 40 psi)
 - e. Parking Brake Tug Test increase idle to 1100 RPM (parking brake applied)
 - i. **Dual drive trucks require brake inspection test at both operating positions (steps a-d)**
35. Test both city and air horn
36. Perform full hydraulic system test. (Tipper, kick bar, packer, winch, etc...)
37. Drain Air tanks



Pre-trip/Post-trip Vehicle Inspection (ASL)

- 1) Approach truck from front to see if it is leaning to one side or the other and look for fluid leaks
- 2) Check all fluid levels (unless your facility directs otherwise)
- 3) Inspect engine and transmission area for debris. Inspect wires & hydraulic hoses
- 4) Turn ignition key to "ON" position and wait to start engine when prompted
- 5) Start engine
- 6) Check gauges for any warnings or faults
- 7) Turn on headlights, marker lights, 4-way flashers and turn on hydraulic pump (PTO)
- 8) Exit cab and start in front of cab
- 9) Inspect cab for damage, inspect head lights, clearance lights and flashers
- 10) Inspect driver's door mirrors, window(s), step(s) and grab handle
- 11) Inspect driver's side front tire, lug nuts, tire pressure, tread, side walls, fender and suspension
- 12) Inspect area behind cab for debris, including any wires, and hoses
- 13) Inspect battery box cover, latches/hold-downs
- 14) Inspect packer cleanout door, hopper area and ladder or steps
- 15) Inspect hydraulic tank & fluid level. Inspect fuel tank, tank straps and fuel level
- 16) Inspect fire extinguisher, triangles, and spill kit
- 17) Inspect all side marker and side lights
- 18) Inspect all rear axle tires, lug nuts, tire pressure, tread, side walls, and suspension
- 19) Inspect side DOT tape



Pre-trip/Post-trip Vehicle Inspection (ASL)

- 20) Inspect rear lights, ICC bar, DOT tape, camera & strobes (if equipped), & mud flaps
- 21) Walk to cab, cancel 4-ways and activate left turn signal
- 22) Walk to rear of truck verifying turn signals are operating down the side of the truck and at rear
- 23) Walk back to cab and turn on the right turn signals
- 24) Walk back to rear of truck, down the right side, verifying all turn signals operate to the rear
- 25) Inspect all rear axle tires, lug nuts, tire pressure, tread, side walls, and suspension
- 26) Inspect side lights, DOT tape, broom and shovel
- 27) Inspect arm assembly including hydraulic hoses, grabber belts, pins, pivot points and travel safety pins/hooks
- 28) Inspect hopper cart loading area for missing or loose belts or flaps (do not climb on truck)
- 29) Inspect front tire, lug nuts, tire pressure, and suspension
- 30) Inspect right side door mirrors, window(s), step(s), and grab handle
- 31) Re-enter cab and restart engine
- 32) Perform full air brake system tests:
 - a) Static Brake Test: With wheels chocked and parking brake released, engine off, key to on position, wait one minute. No air loss & no audible air leaks. **Perform this test only if truck is equipped with chocks.**
 - b) Applied air brake test: Fully apply foot brake, wait one minute. No air loss & no audible air leaks
 - c) Low Air Warning Device Test: Light and/or buzzer must activate at no less than 60psi
 - d) Parking brake knob pop out test: Must pop out between 20psi & 40psi
 - e) Parking Brake Tug Test: Increase idle to 1100RPM (with parking brake applied)
 - i) **Dual drive trucks require brake inspection test at both operating positions (steps a-d)**
- 33) Test both city and air horn
- 34) Perform full hydraulic system test: Raise hoist, test winch if box on board, etc. Be sure all warning devices and lights and alarms are working properly
- 35) Drain air tanks





September 15, 2021

Ms. Cynthia Schweers, Project Manager
Ms. Casey Luedke, Procurement Coordinator
City of Palm Coast, Florida
cschweers@palmcoastgov.com
cluedke@palmcoastgov.com

Dear Ms. Schweers and Ms. Luedke:


When my father created Waste Pro over 20 years ago, he made a promise to his customers to provide them with the best service. To do that, we employ 4,000 of the best solid waste employees and give them the right tools, equipment, and trucks to provide that service. The COVID-19 pandemic continues to test the service capabilities of many industries including ours. Not only are we not immune to the virus, but our industry -- like many others -- was severely impacted by the enhanced economic stimulus packages and labor pool shortage. Another item of concern is the supply chain delays resulting in setbacks of repairs to trucks due to supplies not arriving or being available in a timely manner. No matter the industry, the last 18 months have been rather challenging.

As we begin to close out the third quarter of 2021, we find we are yet again navigating through unprecedented times. Every variant of COVID-19 brings new challenges to many industries, including ours. We are continuing to adhere to CDC guidelines concerning sanitization and cleanliness. Additionally, we are engaging with mobile vaccination units to help our employees and their families receive their COVID-19 vaccinations.

To mitigate service disruptions in your community, we have expanded recruitment efforts including hiring full-time recruiters to enhance job placement as well as dramatically increasing participation in local job fairs and additional advertising efforts (i.e. radio ads). We continue to actively work to train new drivers and helpers and have implemented sign-on, retention, and referral bonuses up to \$5,000. Pay rate reviews have been completed regionally and pay rates have been adjusted accordingly. It is important to me that as a Company we do everything we can to ensure your residents and businesses receive the service you deserve and we are expected to provide.

I can assure you from our corporate leadership to your local management, servicing your residents and businesses is our top priority. Our local leaders will continue to work closely and share updates promptly. As we work together through these tough times, I am reminded of a quote by Helen Keller on the importance of community: "Alone, we can do so little; together we can do so much." It is important we unite as a community and continue to support each other while we weather the storm. I truly appreciate your patience as the service and safety of our communities are my top priorities.

Kind regards,


Sean Jennings
President & CEO
Waste Pro USA, Inc.

2101 West State Road 434
3rd Floor
Longwood, FL 32779



CHAPTER 4 **IMPLEMENTATION PLAN**



REQUEST FOR PROPOSAL FOR RESIDENTIAL SOLID WASTE
PALM COAST, FLORIDA | PROJECT #: RFP-CE-21-42



Due: Thursday, September 30, 2021; 2:00 p.m.

CHAPTER 4 – IMPLEMENTATION PLAN

Waste Pro warrants that the requirements of this project, as described in the Request for Proposal, its attachments, the Service Contract, and all addenda have been reviewed thoroughly and that we are fully capable of meeting and exceeding the requirements as stated in the Request for Proposal #RFP-CE-21-42 – Residential Solid Waste Collection Services, including the requirements in the Draft Service Contract.

Each Proposal must include an implementation plan - i.e., a plan that explains how the Proposer will provide the Proposer's services in compliance with the requirements in the Service Contract.

IMPLEMENTATION PLAN:

Currently Waste Pro is providing the collection of solid waste, recycling, yard waste, bulky waste, and white goods in resident provided cans to the residents of the City of Palm Coast under the following option labeled Manual Collection/Scenario A.2: Twice a week garbage in resident provided cans, recyclables once per week in bins, yard waste once per week, bulky items once per week and white goods call ahead up to once per month.

This scenario works well for Palm Coast for several reasons:

- 1) small rear load trucks are easier to maneuver around the tight cul de sacs in many of Palm Coast's subdivisions; and
- 2) many of the seniors in Palm Coast only put out a small bag of trash and don't use carts at all as carts can be heavy or cumbersome for small or fragile seniors. Weekly bulk pick-up avoids the storage of bulk in a garage or on the side of a house thereby avoiding potential code enforcement issues.

Waste Pro knows the residents of Palm Coast. We know the seniors and the customers that need additional and/or special attention. We understand many of the intricacies of Palm Coast a new provider would take years to learn. Just additional reasons why the City of Palm Coast would be best served by retaining Waste Pro as their collection provider.

Manual Collection/Scenario A.1:

Once per week garbage in resident provided cans, recyclables every other week in bins, yard waste once weekly, once per month bulky items and white goods call ahead up to once a month.

Under this option, Waste Pro would provide collection of all material in rear load trucks. Solid waste would be collected in resident provided containers and recycle collected in bins. The following chart describes the service proposed under Scenario A.1.



Material	Type/Trucks	How often	Routes/per day	Homes/per route	Drivers	Helpers
Solid Waste	Rear Load	Once per week	12	756	12	12
Recycling	Rear Load	EOW	4	1135	4	4
Yard Waste	Rear Load	Once per week	5	1817	5	5
Bulky	Rear Load	Once per month	12	756	12	12
White Goods	Grapple	Once per month call ahead	Based on call in	Based on call in	2	0

Manual Collection/Scenario A.2:

Twice a week garbage in resident provided cans, recyclables once per week in bins, yard waste once per week, bulky items once per week, and white goods call ahead up to once per month.

This option most closely mirrors the current service Waste Pro provides to the residents of Palm Coast. Solid waste is collected two days per week with rear load vehicles, either Monday/Thursday or Tuesday/Friday, in resident provided cans.

Under the new contract, Scenario A.2., Waste Pro would provide collection of all material in rear load trucks. Solid waste would be collected in resident provided containers and recycle collected in bins. The following chart describes the service proposed under Scenario A.2.

Material	Type/Trucks	How often	Routes/per day	Homes/per route	Drivers	Helpers
Solid Waste	Rear Load	Twice per week	21	1081	21	21
Recycling	Rear Load	Once per week	6	1513	6	6
Yard Waste	Rear Load	Once per week	21	2163	21	21
Bulky	Rear Load	Once per week	21	1081	21	21
White Goods	Grapple	Once per week call ahead	Based on call in	Based on call in	2	0



Due: Thursday, September 30, 2021; 2:00 p.m.

Automated Collection/Scenario B.1:

Once per week garbage in City provided garbage cart, recyclables every other week in City provided recycling cart, yard waste once weekly, once per month bulky items and white goods call ahead up to once a month.

Under the new contract, Scenario B.1., Waste Pro would provide collection of all material in Automated Side Load trucks. Solid waste would be collected in City provided garbage carts and recyclables in City provided recycling carts. The following chart describes the service proposed under Scenario B.1.

Material	Type/Trucks	How often	Routes/per day	Homes/per route	Drivers	Helpers
Solid Waste	ASL	Once per week	10	900	10	0
Recycling	ASL	EOW	3	1514	3	0
Yard Waste	Rear Load	Once per week	5	1817	5	5
Bulky	Rear Load	Once per month	2	1135	2	2
White Goods	Grapple	Once per month call ahead	Based on call in	Based on call in	2	0

Automated Collection/Scenario B.2:

Twice a week garbage in City provided garbage carts, recyclables once per week in City provided recycling cart, yard waste once per week, bulky items once per week, and white goods call ahead up to once per month.

Under the new contract, Scenario B.2., Waste Pro would provide collection of all material in Automated Side Load trucks. Solid waste would be collected in City provided garbage carts and recyclables in City provided recycling carts. The following chart describes the service proposed under Scenario B.1.

Material	Type/Trucks	How often	Routes/per day	Homes/per route	Drivers	Helpers
Solid Waste	ASL	Twice per week	18	1262	18	0
Recycling	ASL	Once per week	3	1376	3	0
Yard Waste	Rear Load	Once per week	5	1817	5	5
Bulky	Rear Load	Once per week	3	3025	3	3
White Goods	Grapple	Once per week call ahead	Based on call in	Based on call in	2	0



Due: Thursday, September 30, 2021; 2:00 p.m.

The plan must include:

- (a) the proposed routes and schedules, marked on maps indicating the days when each route will be followed;

Pursuant to Addendum 1, City's answer to Q23, Waste Pro will provide these routes and schedules after the award of the contract.

- (b) the job classifications and numbers of people to be employed each day;

- (c) and the general conditions of employment, such as the hours of work and the number of days to be worked each week.

For every proposed Option, the following is a list of the employees and their respective classifications that will be on duty each day; hours of work, and the number of days to be worked each week:

Class	Number	Hours of Day	Days per Week
Division Manager	1	5:30 am-6:00 pm	5 - 6
Office Manager	1	8:00 am-5:00 pm	5
Operations Manager	1	5:00 am-4:00 pm	5 - 6
Maintenance Manager	1	7:00 am-6:00 pm	5
Customer Service Representative	3	8:00 am-5:00 pm	5
Total	7		25-27

The following is a list of the employees, their respective classifications, hours of work, and the number of days to be worked each week, anticipated to be on duty for the Palm Coast contract given each potential option.

Class	Number (depending on option chosen)	Hours of Day	Days per Week
Recycle Drivers	3-6	5:30 am to 6pm	5



Due: Thursday, September 30, 2021; 2:00 p.m.

Recycle Helpers	6-8	5:30 am to 6pm	5
Residential Driver	14-18	5:30 am to 6pm	5
Residential Helpers	14-18	5:30 am to 6pm	5
Grapple Drivers	2	5:30 am to 6pm	5
Lead Drivers	2-3	5:30 am to 6pm	5
Lead Helpers	2-3	5:30 am to 6pm	5
Route Supervisors	3	5:30 am to 6pm	5
Mechanics	6-7	5:30 am to 11pm	5
SW ASL Drivers	8-11	5:30 am to 6pm	5
YW Drivers	5	5:30 am to 6pm	5
YW Helpers	5	5:30 am to 6pm	5
Bulk Drivers	3-4	5:30 am to 6pm	5
Bulk Helpers	3-4		5
Total	47-73		

RECYCLING

In light of recent legislative action regarding contamination in recyclables (i.e., the passage of House Bill 73 which took effect October 1, 2020, and is reflected in Florida Statute 403.706), the implementation plan shall describe any practices or initiatives the Proposer will use to reduce the amount of Contaminated Residential Recycling Material that will be placed in the Recycling Bins or Recycling Carts. As previously stated in Section 2.2, for the purpose of proposing Rates for Program Recyclables Collection Services, the Program Recyclables items accepted in the current program shall be assumed to be included in the Residential Recycling Collection Services. However, the City may consider negotiating changes to the accepted items with the Successful Proposer. If the Proposer would prefer to add or delete items from the accepted items, describe the items to be added or deleted and the benefits for those additions or deletions in the implementation plan.

Waste Pro does not intend to add or delete accepted items from the current recycling program. We believe, based on the results of the City's Solid Waste Survey Results, that the residents are happy with the recycling program currently in place. The residents indicated they want to continue recycling and they intend to continue participation.

What we do intend to do is provide additional education to residents so they are better equipped to understand what should and should not be recycled, and how to recycle without contamination. We will do this by attending local community events and sharing material at those events, going into your local schools and presenting to the students, updating information on the City's website, and making educational material available at City Hall and other community locations so residents have this material and information at their fingertips. Additional information regarding this is referenced above under the Education of Residents section of this Chapter. Waste Pro is committed to helping the City improve contamination rates and increase recycling by the residents.



ENVIRONMENT

Waste Pro has long ago gone green. Since its inception in 2001, Waste Pro has run its business with a core commitment toward protecting the environment. And today, as the Country's fastest-growing privately owned waste collection company, Waste Pro's mission is to create sustainable waste and recycling solutions that will generate cost savings and minimize environmental impact.



Waste Pro is committed to helping maintain a healthy environment for the City of Palm Coast's current and future generations. Recycling helps preserve our natural resources. Waste Pro looks forward to continuing our relationship with the City of Palm Coast, providing residential curbside recycling services to the residents. In addition, we offer recycling services for Commercial Businesses.

EDUCATION OF RESIDENTS

Waste Pro has several programs and practices to encourage recycling for both commercial and residential users. We believe that to increase recycling, we all must do three things: teach, provide frequent reminders, and lead by example. As each City is unique, we will provide marketing materials tailored to address the specific concerns and service requirements of the City of Palm Coast. We will also work with the City to create information with educational material on the do's and don't's of the City's program that can be left behind at a residential home, or on a cart, should our driver or City staff see visible contamination.



A sample hangtag (non-collection notice) can be found below that will be customized and adjusted to the needs of the City. We can continue to identify areas with lower recycling and target them for repeat notifications. We will work together to tailor the content to include the specifics of the City's program.

SAMPLE RECYCLE HANG TAG

NON-COLLECTION COURTESY NOTICE

OOPS!

Your recycling cart was not serviced today due to contamination, please remove the items to have your cart serviced on your next collection day.

The following items are not accepted for recycling:

 Batteries	 Diapers	 Electronics	 Food Waste
 Hoses, Hoses & Cords	 Lightbulbs	 Liquids	 Needles & Syringes
 Paint Cans, Tanks	 Plastic Bags, Film & Bagged Items	 Styrofoam	 Textiles & Shoes
 Toxic Waste	 Tires, Auto Parts & Scrap Metal	 Wood & Construction	 Yard Waste

Other: _____



Accepted Items:

PAPER: Mail, Newspaper, Office Paper, Magazines, Cereal boxes

CARDBOARD: Flattened boxes

PLASTIC: Empty and rinsed bottles and containers

GLASS: Empty and rinsed bottles and jars

CANS: Empty and rinsed aluminum, steel and tin

When in Doubt, Leave it Out!



If you have any questions regarding this notice please contact us at 727-432-5278.

Route: _____ Date: _____ Time: _____ AM/PM

Address: _____

Notes: _____

SAMPLE RECYCLE EDUCATIONAL MATERIAL

Recycling Guidelines

Please have recycle bins curbside by 7AM on your collection day

Limit of (3) bins per household

Service includes one (1) weekly collection of recyclable material placed in City approved bins and carts and designated for recycling purposes

Residents using one bin

Place all paper recyclable items in a paper bag and place on top of all other items in bin.

Residents using two bins

Place all paper recyclable items in one bin and all metal and plastic containers in another bin.



Reduce
The amount of waste you produce

Reuse
Items or give them away

Recycle
And compost as much as possible

Make it a habit!





Did you know? -The first Earth Day was in 1970 and is an annual event created to celebrate the planet's environment and raise public awareness about pollution. The day, marked on April 22, is observed worldwide with rallies, conferences, outdoor activities and service projects.



Allowable Recyclable Materials

- All newspapers including Inserts
 - Phone books, junk mail, postcards, flyers & magazines
- Mixed office paper, cereal and snack boxes & paper food packaging
- Corrugated or thin cardboard (flattened) and cut to 2'x2'
- Aluminum, steel and steel/tins cans with or without labels
- Plastics including polyethylene terephthalate (PET) & high density polyethylene (HDPE) bottles
- Plastic containers with recycle symbol 1 through 7



Reduce
The amount of waste you produce

Reuse
Items or give them away

Recycle
And compost as much as possible

Make it a habit!



Recycling Facts

A ton of recycled paper saves:

17 trees, 380 gallons of oil, 3 cubic yards of landfill space, 4200 kilowatts of energy & 7,000 gallons of water

It requires 95% less energy and water to recycle an aluminum can than it does to create a new can from virgin material

5 recycled plastic bottles provide enough material to create one square foot of new carpet

Please do not place any of these items in your recycle bin or cart:

Window pane glass or ceramics

Any liquids including oil, chemicals, solvents or food products

No electronics or appliances

Automotive parts



Due: Thursday, September 30, 2021; 2:00 p.m.

EDUCATIONAL PROGRAMS FOR SCHOOLS



Waste Pro will work with local schools to assist in the encouragement and education of recycling. Coloring books and other educational materials can be shared in area schools periodically and we routinely provide recycling trucks and speakers for demonstrations. Our experienced marketing team has created these coloring books to cater to the younger students and a curriculum program for middle school aged children.



Other Initiatives utilized throughout our footprint:

- School presentations
- Special event creative recycling containers for use in the field
- "Waste Pro Man" at sports events, other special events, and schools
- Branding on trucks to create more brand awareness (at the City's approval)

Waste Pro can assist with educational discussions at community centers, or community events, etc. periodically and provide recycling trucks and speakers for demonstrations.





Due: Thursday, September 30, 2021; 2:00 p.m.

As part of the implementation plan, each Proposer shall describe how the Proposer will help the City make the transition from the current service provider to the Proposer. Each Proposer should describe the key milestones, and the general timing of the milestones, that the Proposer believes are important to a smooth transition. For example, describe how and when the Proposer will distribute Carts to Residential Customers (should the City elect to change to Carts)

Implementation/Transition Plan

If Waste Pro is awarded the contract, we will continue to service the City of Palm Coast from our facility at 401 S. Bay Street, Bunnell, Flagler County, Florida 32110. Our facility is a short five (5) minute drive (only 4.7 miles) from the Town Center, directly off of State Road 100. Easy and convenient access to all areas of Palm Coast. We are the only proposer for this RFP who currently has a facility located anywhere in the vicinity of Palm Coast or Flagler County. FCC has a facility that is 32 miles from Palm Coast, Waste Management's facility is 26 miles outside of Palm Coast and Republic is 39 miles from Palm Coast. What does this mean? It means that response time is significantly higher if a truck breaks down, it means that response time for any issue is significantly longer for any other hauler than it would be for Waste Pro. It means higher levels of complaint calls and more phones ringing. Waste Pro is here, now, and ready to continue serving the City and residents of Palm Coast. In addition, we have nearby facilities located in Daytona Beach, Putnam County, Jacksonville, Gainesville, Lake City, Sanford, and Orlando. We have the unique ability to pull resources from any of these facilities should the need arise.

One of the very most difficult aspects of any contract, for the City Staff and residents, is the transition to a new contractor. As your current contractor Waste Pro is in a unique position to provide a seamless transition from the existing contract to the next five to ten years of our partnership.

Waste Pro can begin transition immediately and the residents and businesses of Palm Coast can continue to receive the excellent level of service that they have come to expect. Our drivers and helpers are familiar with your City and its routes. We can provide the continuum of excellent service that no other company can. Our drivers are experts on your City and its solid waste and recycling routes. Waste Pro can begin the transition before June 1st, 2021, and begin providing any new services required by the contract. These new services would come in the way of distribution of garbage carts and/or recycling carts, a change in the level of service, and a change in routing, as we believe adding several routes will alleviate some of the strain on the current routes due to the growth Palm Coast has enjoyed over the past five years. If the City chooses any or all of these changes, these adjustments can be transitioned to with no interruption in service with Waste Pro as your current hauler. In fact, this transition can begin immediately instead of having to wait until June 1, 2022, when the new contract period would begin with a new hauler.

One of the primary reasons that we have continued to grow is our attention to detail during the process of transition of services. Our dedicated transition team has taken on huge projects. We take the worry out of transitioning from one service to another. We take the time to plan regardless of the size of the community or the type of change we may be implementing. To ensure a smooth transition we have a corporate team that meets via phone weekly with our local staff to review transition tasks and to monitor



Due: Thursday, September 30, 2021; 2:00 p.m.

the completion of all required activities. This team includes members from operations, maintenance, procurement, legal, human resources, IT, and accounting. City of Palm Coast personnel is encouraged to sit in on any or all of these meetings.

**CITY OF PALM COAST
TRANSITION TEAM**

Name	Title	Transition Responsibilities	Phone	Email
Brian Wintjen	Region VP	Transition Team Executive	352-553-8693	bwintjen@wasteprousa.com
Tim Dolan	Marketing VP	Corporate Liaison	321-231-2544	tdolan@wasteprousa.com
Susie Dolan	Director	Region Marketing Liaison	407-924-3405	sdolan@wasteprousa.com
Heather Badger	Division Manager	Transition Team Lead	386-931-6511	hbadger@wasteprousa.com
Danielle Holland	Operations Manager	Operations	386-283-7639	dholland@wasteprousa.com
Todd Juniper	Region Fleet Manager	New Vehicle Acquisition	386-244-6153	tjuniper@wasteprousa.com
Steven Spangler	Maintenance Manager	Fleet	321-607-1171	sspangler@wasteprousa.com
Carolyn Rakoczy	Office Manager	Administration and Billing	386-586-0800	crakoczy@wasteprousa.com
Sharon Johnson	Region Controller	Administration and Billing	904-819-1738	sajohnson@wasteprousa.com
Harland Chadbourne	Director Purchasing	Equipment Acquisition	904-731-7288	hchadbourne@wasteprousa.com
Bill Johnson	Director of Safety	Safe Operations	904-334-4986	bjohnson@wasteprousa.com
Destinee Williams	Region HR	Staffing/HR Compliance	904-731-7288	wdestinee@wasteprousa.com

Our success is based on hiring the best people available. All employees are screened properly. This includes background checks, MVR checks for drivers, and drug and alcohol testing. As mentioned in Chapter 3 of this Proposal, our drivers and helpers are paid a good wage; we give them good equipment to work with, and route them so that they get their work done but also have time to spend with their families.

Our goal is zero missed pickups during the week. This can be accomplished by documenting problems we encounter on the route and communicating these to dispatch. New drivers will be trained on proper radio communications to ensure a smooth flow between dispatch and routes. Before transition, drivers will start performing dry runs on their routes. Initial dry runs are usually done in their own vehicles. Dry runs in the last two weeks are done with the actual trucks that they will be operating. Each driver will receive a route sheet that details each daily service area. This allows our personnel time to give feedback on specific problems they encountered such as streets with nowhere to turn around. The advantage of retaining Waste Pro as your solid waste contractor is that our drivers are familiar with your City. Our drivers already know the routes. We know your residents and we know those who need assistance and need special attention. We've been "Caring for Your Community" for the past 16 years. Your residents know us too.



Due: Thursday, September 30, 2021; 2:00 p.m.

A critical aspect of a transition is customer communication. As soon as we were awarded the contract, we would set up customer communications via several media outlets. These could include company phone lines, mail, radio communication, newspaper, our company website, the City website, and social media platforms.

Below is a proposed detailed timeline for all transition tasks. You will note that this timeline provides a significant buffer since Waste Pro can begin the transition to any new services by virtue of already being set up in the City. We encourage the City to review the timeline and make any suggested changes.

CITY OF PALM COAST OVERALL TRANSITION SCHEDULE

Task	Start Date	Completion Date	Assigned To
Kickoff meeting with City Staff to discuss contract changes and overall requirements	10 days from Signed Contract	10 days from Signed Contract	Team
Equipment			
Order New Trucks	15 days from Signed Contract	May 15	Badger, -
Provide documented Proof of Ordered Vehicles	15 days from Signed Contract	25 days from Signed Contract	Badger, -
Schedule in-service and truck graphics	May 15	May 22	Badger, -
Residential Carts			
Order residential containers if option selected by City	15 days from Signed Contract	May 22	Badger
Create residential container roll-out Schedule	December 1	December 8	Badger
Review roll-out schedule with City and make adjustments	December 8	December 15	Badger, City Staff
Obtain current address list from City	December 1	December 15	Badger
Locate and identify staging areas for container delivery	Complete	Complete	Badger
Container delivery from the factory	April 1	April 15	Badger
Delivery to homes	April 20	May 15	Badger
Completion meeting with City Staff	May 15	May 15	Badger
Routing			
Meet with City to review collection routing	April 1	April 1	Badger, City Staff
Update all route maps for solid waste, recycling, and yard waste routes	April 1	April 30	Badger, Region Logistics
Review starting points for all residential routes	April 1	April 30	Badger, Region Logistics
Review "hot list" including all side door service areas	April 1	April 1	Badger, City Staff
Billing and Reporting			
Review Billing Process with City	March 1	March 1	Badger, Rakoczy
Review monthly reporting including any required changes	March 1	March 1	Badger, Rakoczy
Update in Waste Pro systems	April 1	April 1	Badger, Rakoczy
Review Trac EZ reports for City	March 1	March 1	Badger, Dolan
Employee Hiring			
Hold Job Fairs in Palm Coast and Flagler County	Monthly thru May	May 1	Badger, Rakoczy, Holland
New Employee Onboarding	Hire Date	2 weeks post-hire	Badger, Rakoczy, Holland
New Route Training	May 1	May 15	Badger, Holland
Resident Communication and Education			

Meet with City to develop a communication plan	Jan 5	Jan 5	Badger, Dolan, City Staff
Review Solid Waste Flyers of scheduled Services	Jan 5	Jan 5	Badger, Dolan, City Staff
Develop educational flyer demonstrating cart placement and use (if option chosen)	Mar 1	Mar 30	Badger, Dolan, City Staff
Mail educational flyer and collection schedule	May 15	May 15	Badger, Dolan
Post educational flyer and collection schedule on City Website	May 1	May 1	Badger, Dolan, City Staff

Container Delivery

City Provided Garbage Cart Option



If the City chooses the “City supplied garbage cart” option for the residential service, Waste Pro will provide a seamless transition to the new service. As your current hauler, we do not need to rush the delivery of the carts over a few days. As soon as we deliver the new 96-gallon/64-gallon carts to a resident, they can begin using them. Within 15 days of execution of the new contract Waste Pro will order the +/- 37,000 96-gallon/64-gallon containers.

We have deployed many large container transitions in the past and we are experts at the process. As part of the purchase of the containers, our vendor will be required to deliver the containers. Our cart supplier has met every deadline for all municipal contract cart roll outs. Our supplier presents us with a cart delivery plan detailing

milestone dates and the completion date. They have never missed a deadline for Waste Pro.

The staging yard will be at our existing container maintenance facility at 401 South Bay Street in Bunnell. Yet another advantage is Waste Pro is the only proposer that currently owns and operates a facility in Flagler County. We are already here. We don’t have to look for property, make a purchase and build a facility. We don’t have to purchase trucks and wait for them to be delivered. We are ready, right here, right now.



We currently have the personnel, equipment, and sufficient storage to facilitate the staging of containers. Any additional resources will be made ready for the delivery effort. Here are the highlights of the delivery plan:

- Issue purchase order for containers within 15 days of contract execution
- Develop a delivery plan, communicate the plan to City and obtain plan approval
- Develop communications plan to notify residents of the new service changes and delivery schedule to include new contract flyers, web postings, and newspaper ads
- Monthly conference calls through April 15th with vendor and Transition Team to discuss order status and update delivery plans. After April 15th, conference call frequency will be weekly until the start of delivery and then will be conducted daily. Palm Coast representatives are encouraged to join these calls

- Lease any additional equipment (forklifts, flatbeds, delivery trucks) to handle container off loading and delivery
- Develop delivery documentation process
- Initiate container deliveries, track progress plan and make any adjustments as required
- Provide Daily updates on deliveries to the City of Palm Coast
- Schedule a project completion meeting when all containers have been delivered

Most of these items are also noted in the Overall Transition Schedule which is a part of this Chapter. Although the deadline to start the contract is fixed, adjustments in the timeline can be made for any of the tasks if necessary to ensure that we have accounted for any changes that are needed.

Our Palm Coast service delivery and operations have been fine-tuned over the last 16 years and we certify that all contract requirements will be met or exceeded as we transition into the next contract period. Our drivers are already experts on your City and its solid waste, yard waste, and recycling routes. It can take months and sometimes years for a new company to provide the level of service that the City requires and deserves.



Proposers shall describe how the Proposer intends to automate the interface between the City and the Contractor regarding customer service related matters (i.e., City access to Contractor GPS and/or cameras on vehicles, Customer request, and complaint handling procedures, etc.)

One of the things that falls under our philosophy of “Caring for our Communities” is going the extra mile for the customer. This is certainly true of Heather Badger, our Palm Coast Division Manager. On those occasions when we have an issue with an address or resident, Heather personally handles all “hot complaints.” She meets with City staff in person and with the resident in person. Heather goes the extra mile to make sure everyone is satisfied with the outcome of the situation.

One of the automated tools we use to address customer issues is video from our 360 Degree Third Eye Cams. In addition to safety issues, these cameras help us track trucks in real time on routes and monitor customer service. We can even upload snip-its of video through the Trac EZ system to City staff to address issues almost immediately. These are all processes that are already in place, City staff is familiar with the programs and they currently interface these systems with Waste Pro staff seamlessly. There is no need to have to go through a major transition to new systems with a new company. As a refresher, a little more detail on the Third Eye Video and Camera process and the Trac EZ program follows:

AWTI's Third Eye Video and Camera



Waste Pro invested over \$3,000,000 in a cutting-edge fleet monitoring system, AWTI's **Third Eye Video and Camera System**. The Third Eye System has been installed in over 1,800 Waste Pro collection vehicles. This camera and video system primarily enhance safe work habits and procedures. Waste Pro Managers can observe and monitor appropriate collection behaviors. Houston-based AWTI Third Eye offers the latest technology in collision prevention and service monitoring. With this system, up to eight cameras are installed in the cab and on the exterior of the truck body, and a microphone is installed inside the cab. The cameras – front, cab, rear, and side – provide 360 degrees of external “monitoring”, and the microphone inside the cab captures 20 seconds of video segments.

Third Eye is also used to observe general collection behaviors with real-time monitoring. The cameras can be activated by Management at any time to observe collection activities. If an inconsistent practice were to be observed, a Supervisor will be

contacted immediately to contact and correct the route. Both the positive and negative behaviors are reinforced. Third Eye has proven to be an excellent instructional tool for Waste Pro.



Third eye allows us to monitor and track visually and through GPS every vehicle we have on the road to monitor the service and safety of all of our employees.

The in-cab cameras help in documenting unsafe behaviors or behaviors that can trend into bad habits. The in-cab cameras can also be used to implement corrective actions when needed. Outboard cameras can be used to document incidents, accidents, and customer service. The camera system has GPS and can track vehicles on the route. We also have a Safety Support Specialist that conducts live stream observations for the Region to support coaching sessions or discipline when warranted.

Customer Service

Live Local Person Answering Telephone – Not a Remote Call Center as many of our competitors use Waste Pro has a service staff that will be available to handle any inquiries from the residents of the City of Palm Coast. We are convinced that delivering excellent customer service to our customers is our biggest asset. We welcome our customers to call or email us at any time for any concerns they may have. Our supervisory and management team is always ready to assist our in-house customer service department.

During regular business hours, we always have “real people” speaking with our customers; we do not handle customer calls with automated or contracted services. Even after hours and on weekends and holidays we have our voice mail system activated with an emergency contact name and number for residential customers. 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 personally handle the call from start to finish. If the matter needs additional or special attention any of our management staff are happy to assist. We want to leave the customer feeling that their problem has been solved and that it will not occur again.



Waste Pro takes its commitment to customer service seriously.

- All CSR's are put through comprehensive training and orientation letting them know company policies and procedures.
- CSR's are taught the Waste Pro Way and what is expected of them regarding customer service.
- New CSR's are required to go through a two-week training program before they can answer calls unsupervised.
- **We answer calls locally in Palm Coast, Florida.**
- **We do not believe in automated attendants or “Out-of-State Call Centers”. Real people who live and work in Palm Coast answer the phone.**
- **CSR's are trained as to the specific service requirements of the City of Palm Coast.**
- **Our Office Manager is responsible for seeing that all issues are closed out or scheduled by the end of the day.**

In the event one of our customers does have an issue, we go through a 5-step process using another automated tool, the Trac EZ system which the City of Palm Coast and its residents are already familiar with. Waste Pro and the City have been using this system for years and it has served them well. The Trac EZ program is more specifically described in Chapter 5 (d), under Managing Customer Relations.

Waste Pro management is committed to providing our employees a safe and healthy workplace. Throughout this proposal, we have addressed many different safety tools Waste Pro has implemented. A copy of the Waste Pro Corporate Safety Overview is included at the back of this tabbed section. Waste



Due: Thursday, September 30, 2021; 2:00 p.m.

Pro's fleet maintenance standards and policies are compiled primarily through recommendations and regulations from the Department of Transportation (DOT), Occupation Safety and Health (OSHA) and State/Federal/Local government regulations. Waste Pro establishes and maintains best practice procedures and standards in our fleet management program.

Each Proposer should also summarize its experience in providing Collection Services when a city or county transitioned from another service provider to the Proposer. The Proposer should describe the prior experience and identify any key lessons that were learned from its experience. (Note the Proposer may describe its experience in Chapter 2 of its Proposal and then provided a cross-reference in this Chapter 4.)

Waste Pro has listed references in Chapter 2 that are not new contracts. These contracts have been renewed over time, and some more than once. The importance here is that these municipalities have elected to retain Waste Pro as a proven, quality, service provider. We have learned through not just one particular transition, but many, that over communication with staff and residents is the key. We strategically create a transition plan suitable for each individual project and include a comprehensive level of team members across the board from corporate, regional and local levels. We invite and encourage municipal staff to participate in all meetings and offer their input. This collaboration makes for a smooth, seamless transition every time.



CORPORATE SAFETY OVERVIEW

WASTE PRO

2101 WEST SR 434

LONGWOOD, FL 32779

407-869-8800



TABLE OF CONTENTS

LOSS CONTROL STATEMENT	3
• WASTE PRO SAFETY TEAM MATRIX	4
GENERAL SAFETY RULES AND REGULATIONS	5
RECORDKEEPING	8
SPECIAL OPERATIONS	9
EMPLOYEE TRAINING	10
• NEW HIRE TRAINING OVERVIEW	11
WASTE PRO USA DRUG AND ALCOHOL POLICY	12



LOSS CONTROL POLICY STATEMENT

The management of Waste Pro USA is committed to providing employees with a safe and healthy work environment. It is the policy of Waste Pro USA that employees report unsafe conditions and do not perform tasks if the work is considered unsafe. Employees must report all accidents, injuries, and unsafe conditions to their supervisors.

Employee recommendations to improve safety and health conditions will be given thorough consideration by our management team. Management will give top priority to and provide financial resources for the correction of unsafe conditions. Similarly, management will take disciplinary action against employees who willfully, recklessly or repeatedly violate workplace safety rules.

This action may include verbal or written reprimands and may ultimately result in termination of employment.

The primary responsibility for the coordination, implementation, and maintenance of our workplace safety has been assigned to the:

Corporate Safety Director Corporate Telephone: 407-869-8800

Senior management will be actively involved with employees in establishing and maintaining an effective safety culture. Our corporate safety specialist and other members of the management team will participate in ongoing safety and health program activities, which include:

- Promoting health and safety and committee or group participation;
- Providing safety and health education and training; and
- Reviewing and updating workplace health and safety rules.

This policy statement serves to express management's commitment to and involvement in providing our employees a safe and healthy workplace. This workplace Safety Program is incorporated as the standard of practice for Waste Pro USA.

Compliance of all safety rules will be required of all employees as a condition of employment.



Chief Executive Officer

John Jennings

Chief Financial Officer

Cort Sabina

Corporate Safety Director

Romeo Vellutini

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Region Safety Manager

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Coastal Region

RVP - Ralph Mills

Region Safety Manager

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SE Florida Region

RVP - Russ Mackie

Region Safety Manager

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SW Florida Region

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Region Safety Manager

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RVP - David Schneider

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Carolinas/Georgia Region

RVP - Bob TenHaaf

Region Safety Manager

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Southern Region

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RVP - Randy Waterlander

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Region Safety Trainer

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Miss-Lou Region



GENERAL SAFETY RULES AND REGULATIONS SPECIFIC RULES AND DUTIES OF ALL EMPLOYEES

Reporting Unsafe Conditions

It is the responsibility of every employee to report immediately to his/her supervisor the following unsafe conditions:

- Equipment, motor vehicles, plant or property owned, leased or operated when the condition may put the safety of an employee, other employees, or the public in danger.
- Any operation or practice being carried out when such an operation or practice may cause harm to the safety of the employee, other employees, or the public.
- Any operation or practice being carried out by others that may jeopardize the safety of an employee performing his/her duties.

Any unsafe conditions are to be reported to your supervisor immediately. If you feel that corrective action is not being taken, then you should notify, in writing, the upper management.

Observe Rules and Regulations

Managers and supervisors shall make certain that employees observe and obey every rule, regulation, and order necessary to conduct safe working conditions, and shall take the appropriate action to assure compliance. Failure on the part of the employee to adhere to our safety policies will result in disciplinary action or termination of employment.

Accident Reports

Only those accidents arising out of and in the course of employment are covered by Workers' Compensation insurance.

Every personal injury must be reported to management. The standard procedures are as follows:

- Supervisor of injured employee will notify the management immediately about any incident, with details.
- Supervisor on the job will fully complete, for any personal injury, a "Report of Injury Form" to be given to management before the end of the same work day of the injury.
- Managers will investigate all incidents and accidents.
- The managers and all witnesses will write a complete summary of accidents and incidents leading up to the accident, sign it, and turn it in before the end of the work day.
- The injured person's written statement will be completed within 24 hours, or as soon as possible.
- A full investigation with a report on recommendations should be completed within seven (7) days from the time of the incident.

Any employee involved in or at the scene of an accident shall **NOT** accept any responsibility or blame or discuss with anyone the details of the incident, except with his supervisor or a representative of his supervisor, the insurers, or proper governmental authority. It shall be the responsibility of the supervisor or manager to conduct communications with others.

Medical Facilities

Medical facilities will be available for all injured workers via the 911 system and by transport in management vehicle by a supervisor. CPR and first response personnel will be available at all sites at all times, either within the



Company or from nearby medical facilities. The location, address, and telephone numbers of available emergency personnel will be posted at every work site.

Safety Meetings

Safety meetings shall be held at each location at least monthly, and more often if deemed necessary. Annual formal training will be incorporated into our safety meeting program.

Horseplay

Horseplay, scuffling, and other acts which tend to have an adverse influence on the safety or wellbeing of the employees are prohibited.

Alertness

No employee shall knowingly be permitted to work while his/her ability is so impaired by fatigue, illness, or other causes that it might unnecessarily expose him/her or others to injury. It is the responsibility of the managers on the job to determine that all employees are both mentally and physically fit to perform expected duties.

Alcohol, Drugs

No employee at any location at any time shall consume, be under the influence of, or have in his system, any amount of alcoholic beverages or any controlled dangerous substance. If any employee is on prescription medications or any over-the-counter medications that affect alertness or general condition, the employee is responsible for reporting this to his manager. If needed, changes in work schedule or duties will be made to accommodate this.

Removing Materials from Locations

We will consider it theft if any employee removes from any location any office supplies, food items or other materials owned by this Company. We will prosecute theft to the fullest extent of the law.

Good Housekeeping

Good housekeeping is the first duty of all employees and is necessary for a safe workplace.

- All tripping hazards must be corrected before work begins.
- No job is complete until all tools and materials are cleaned up and returned to their proper places and the work area is properly cleaned.
- Materials and tools shall be kept in an orderly manner, as they are a hazard when left scattered around the work area.
- Accumulations of any combustible materials, such as oil, fuel or creosote soaked cloths, rags, waste, etc., should be placed in metal containers provided for this purpose.

Hazardous Conditions

It is the responsibility of every employee to assist in the detection and reporting of unsafe conditions. All hazards must be reported to your manager and eliminated as soon as possible.

Hazards must be communicated to other employees.

If a work area has a hazard that presents imminent serious danger, all work must be stopped immediately until the condition is brought under control.

Moving, Rotating Machinery

Stop all moving, rotating machinery when cleaning, oiling, repairing, or adjusting as per our Lock-Out/Tag-Out Program, which is included as a part of this corporate Safety Program.

Mechanical Guards

All moving machinery that presents a hazard to employees in its proximity must be adequately guarded. Any removed guard must be replaced before the machinery is returned to operations.

Smoking and Tobacco Products

Effective January 1, 2014 Waste Pro is a smoke free workplace and the use of any tobacco products is prohibited on our properties or within our vehicles.

**Jewelry**

Jewelry is permitted to be worn only when it does not present a hazard to the employee. Any employee operating moving or rotating machinery shall not wear rings or bracelets. No jewelry that is offensive to other employees will be tolerated.

Hard Hats

Hard hats will be used when required while working outside a vehicle at landfills and at any industrial plant locations or at any other location where the wearing of a hard hat is required.

Eye and Face Protection

When required, safety glasses are to be used. All safety glasses must meet the requirements outlined in ANSI Z87.1-2010.

Noise Protection

We will adhere to OSHA regulations on noise exposure. Testing will be conducted to ensure compliance.

Vehicle Regulations (see Driver Training and In-service Training section)

- Any person operating a Company vehicle will have a valid driver's license and will demonstrate his/her ability to operate that vehicle safely.
- Any employee operating a truck with gross weight over 26,000 pounds is required to have a CDL and comply with the requirements of that license.
- Drivers must observe and adhere to all posted speed limits.
- Personnel will not board or exit a moving vehicle.
- Keys are to be removed from a vehicle every time the operator is not in the vehicle.
- Everyone riding inside a Company vehicle must wear a safety belt and be in their own seat.
- A fire extinguisher shall be standard equipment on all vehicles.

Foot Protection

Whenever any employee is working in an industrial environment that requires special foot protection, that employee shall wear the approved footwear. A minimum of a six inch boot will be worn while working on a Waste Pro truck. Foot wear must meet the ANSI Z41 standard.

General

All employees must follow all safety rules at all times, whether those rules were communicated to the employee in writing or orally. When any employee is at a location other than our office building, that employee shall follow all the safety rules of that location. It shall be the responsibility of the employee to determine if any special safety rules apply where he is working.



RECORDKEEPING

Accident Records

The OSHA 300 Log of Occupational Injuries and Illnesses should be completed as accidents occur and maintained for five (5) years at the applicable location with a copy sent to the corporate office. Each year, prior to February 1st, the form should be posted at each work site and left up until at least March 1st. A summary of all locations combined on one form should be maintained at the corporate office and posted in February of each year also. All these forms will be kept for five (5) years.

The accident investigation forms should be kept at each location for at least three (3) years from the just completed year. The annual loss analysis of all losses at each location should be kept for three (3) years. At the corporate office, an annual loss analysis should be done for all locations combined and kept for three (3) years.

Self-Inspection

All records of inspections should be kept for three (3) years. Copies of these inspection reports should be sent to the corporate office after the corrective action has been implemented and documented to remove hazards found.

Safety Meetings

Records of safety meetings should be maintained with a roster of attendees at the location where the meetings are held. Copies of the safety meeting records should be sent to the corporate office annually showing that the meetings were held.

Training

Records of training of all employees should be kept at the location where the training is conducted, a copy put in the employee's personnel file, and a copy sent to the corporate office for training files. Any certificates obtained as a result of training should be copied and made a part of the employee's personnel file. A record of training can be as simple as a sign-in sheet listing what the training was and when it was conducted. These records will be kept for three (3) years.



SPECIAL OPERATIONS

Many operations have certain work activities that require more specified control procedures (e.g., hazardous materials handling, driving, etc.). These requirements may be based on federal, state and/or local codes. Detailed control activities must be planned, scheduled, reviewed and approved by the managers and supervisors. After approval, the control measures must be implemented.

Machine Guarding

Each piece of machinery at any location must be evaluated as to potential injury-producing areas and the appropriate guarding measures that should be provided.

Lockout-Tagout Procedures

Any process or equipment which can become energized during repairs or adjustments must have procedures to lockout and tag the equipment to prevent activation or machine movement during maintenance or repairs. Lockout-Tagout procedures are explained in a separate manuscript, a copy of which is available to each location and any employee it may affect. It is the responsibility of the regional management to ensure that an effective Energy Control (Lock-Out/Tag-Out) Program exists. It is the responsibility of management to ensure that the necessary Lock-Out/Tag-Out procedures are followed.

OSHA Requirements

The federal government has outlined requirements regarding safety that businesses must follow, with special requirements for specific industries or exposures. The applicable OSHA regional office should be contacted for consultative assistance in these areas if any special hazards exist.

Hazard Communication Program

In many of our operations, we have employees exposed to hazardous materials. OSHA has outlined a program of Right-To-Know or Hazard Communication. The program is contained in this document and makes up part of our total Safety Program. Each location must have this Hazard Communication Program in place, use it, do the necessary training, and keep the necessary records of hazardous materials in the workplace and related training.



EMPLOYEE TRAINING

Employees must be educated in their responsibilities relating to loss control. They must see the need and have the desire to implement the safety procedures set by senior management.

Active employee participation in the loss control program will benefit management by:

- Producing a reduction in losses
- Increasing employee morale and reducing turnover
- Providing management with insight into safer procedures and better efficiency through employee suggestions

All operations should have a planned employee training program to include initial education and refresher training. Specific subjects for employee training must be determined on an individual location basis, but should at a minimum include the following:

Hazard Communication

Training will be done on hazard communication per our HazCom Program included as a part of this Safety Manual and per the requirements of OSHA. This training will be done for all hazardous materials upon hiring, when a change in hazardous materials occurs, and annually for refresher training. All employees will be part of this training, which will be conducted by supervisors and managers.

Safety Meetings

Safety meetings will be held weekly and used as the primary source of employee training.

These meetings will each have a specific topic of training for employees designed and delivered by the regional safety manager and the regional safety trainer.

Safety Equipment

All employees who are required to use any special safety equipment in their job will receive entry training and annual refresher training in the safety equipment and the hazard making the equipment necessary. This will be done in conjunction with our HazCom Program. The safety equipment will include, but not be limited to, eye protection, hearing protection, hard hats, safety shoes, etc.

Altering and/or tampering with any safety equipment will be considered a serious violation of company policy and will be grounds for disciplinary action up to and including termination.

Safety Rules

Upon hiring, every employee will be trained in the safety rules of Waste Pro and their specific job. This will be done in employee indoctrination, which will be conducted by managers prior to allowing the employee to enter the job area. Thereafter, specific safety rules will be discussed in weekly safety meetings, when violations occur as observed by supervisors or managers, or when new rules are implemented.

Duties

The duties of the employee as per our Safety Program will be given to the employee upon hiring in the employee indoctrination. Refresher training will be done when those duties change or when violations occur.

Emergency Preparedness

Employees will be trained on the Emergency Preparedness program at the facility or facilities they work in which will include the following; where and how to evacuate, where to congregate and who to report to after evacuation, the need for emergency preparedness, and the responsibilities of each employee in evacuation in an emergency. This training will also include annual training in the proper use of portable fire extinguishers for all employees.

Occupational Health

This is part of our Hazard Communication Program and training will be done as a part of that program for all employees as per OSHA requirements.



New Hire and In-Service Training Program

Waste Pro USA has a new hire and in-service driver training program designed to cultivate a superior culture of safety and productivity. The program is outlined here to illustrate Waste Pro's dedication and commitment to driver development and success. The program is designed as a system of checks and balances through classroom, field and remedial training.

- I. Pre-Training
 - A. New Hire Paperwork

- II. Safety Training
 - A. OSHA Overview
 - a) PPE
 - b) Hazard Communication
 - c) Blood Borne Pathogens
 - d) Slips, trips and falls
 - e) Back Injuries Prevention
 - f) Lock Out Tag Out
 - g) Heat Stress
 - h) Diabetic Emergencies
 - B. Customer Service Overview
 - a) Waste/Recycle Criteria
 - b) Complaints
 - c) Distinguishable Difference
 - C. General Operations Safety
 - a) Being a Professional
 - b) Safety Tips
 - c) Vehicle SAFETY
 - d) Phone Procedures
 - e) Hand Signals
 - f) Emergency Procedures
 - g) Fire Emergencies
 - h) Spills

- III. Field Training
 - a) DOT Regulations for Commercial Motor Vehicles
 - b) Operations Paperwork
 - c) Safety Lane
 - d) Vehicle Operations
 - e) Field Driving and Observation with Field Trainer



DRUG-FREE WORKPLACE COMPANY POLICY

Recognizing that substance abuse (including alcohol) is a detrimental problem facing society, this company will do the best we can to actively fight this problem. One of the ways we are addressing this problem is by implementing and maintaining a substance abuse policy to ensure the company will be a drug-free workplace.

We understand employees and applicants under a physician's care may be required to use prescription drugs; however, illegal use of prescribed medications is also substance abuse and will be dealt with in the same manner as the abuse of illegal substances. The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe, productive, drug-free environment. We encourage those who abuse drugs and/or alcohol to voluntarily seek help. This policy contains an employee assistance resource file which allows employees and their families to find help in dealing with alcohol or drug abuse. However, it is the employee's responsibility to seek help before drug and alcohol problems lead to disciplinary action.

Legal Drug: Includes prescribed drugs and over-the-counter medications which have been legally obtained and are being used solely for the purpose for which they were prescribed or manufactured.

Illegal Drug: Any drug: (a) which is not legally obtainable; (b) which may be legally obtainable but has not been legally obtained; or (c) which is being used in a manner or for a purpose other than as prescribed.

This company's Standard of Conduct requires that employees of this company shall not use illegal drugs or abuse alcohol or prescription medications. Any employee determined to be in violation of this policy is subject to disciplinary action, even for the first offense. In order to maintain this standard, this company shall establish and maintain the program and rules set forth below, under applicable State law as outlined in Addendum A.

A. Post-Offer Job Applicant Screening

Waste Pro USA will conduct post-offer drug tests designed to prevent the hiring of individuals who use illegal drugs or abuse prescription medications. If a job applicant refuses to submit to the required drug test, tampers with or adulterates a drug test specimen or has a confirmed positive drug test result; he/she forfeits his/her eligibility for employment.

B. Current Employee Screening

Waste Pro USA will conduct drug and/or alcohol screens, as outlined in this policy, to identify employees who use illegal drugs or abuse alcohol, etc., either on or off the job. It shall be a condition of continued employment that all employees submit to a drug and/or alcohol screen in accordance with the provisions listed below. This company may suspend employees without pay, under this policy, pending the results of a drug and/or alcohol test or investigation.

1. Reasonable Suspicion Testing

"Reasonable suspicion testing" means drug and/or alcohol testing based on an employer's belief that an employee is using or has used drugs in violation of the employer's policy, drawn from specific visual or verbal facts that would lead a reasonable person, without any medical training but normal life experiences, to conclude the possibility of drug and/or alcohol use.

Whenever possible, the supervisor who is suspicious of an employee's behavior should have the suspicious behavior confirmed by another supervisor or manager before requiring the employee to be tested. Employees who refuse to be tested will be terminated.

If there is reasonable suspicion that an employee is under the influence of drugs and/or alcohol, the employee will be required to undergo drug and/or alcohol testing at a laboratory chosen by the company.

Occurrences that may be indicators of substance abuse and are considered grounds for reasonable suspicion are:



- a. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- c. A report of drug use, provided by a reliable and credible source.
- d. Evidence that an individual has tampered with a drug test during his employment with the current employer.
- e. Information that an employee has caused, contributed to, or been involved in an accident while at work.
- f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

If an employee is arrested for or convicted of a drug-related crime, this company will investigate all of the circumstances, and company officials may utilize the drug-testing procedure if cause is established by the investigation. An arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. As a condition of employment, an employee must notify the company's manager of Human Resources of any criminal drug statute arrest or conviction within five (5) days of such arrest or conviction.

2. Accident and Injury Procedures

Any employee involved in a work related accident, which requires medical treatment, above and beyond first-aid, must first receive treatment. The employee must then submit to a post-accident drug screen. A post-accident alcohol test may apply. The employee must report for testing to the designated collection site within 24 hours of the accident, if the drug and/or alcohol collection is not performed following treatment. Failure to do so will be considered a refusal to test, resulting in immediate termination.

3. Routine Fitness-for-duty

Waste Pro USA must require an employee to submit to a drug test IF the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of this company's established policy OR that is scheduled routinely for all members of an employment classification or group. Employees subject to any routine fitness-for-duty testing will be notified in writing and be required to sign a routine fitness-for-duty consent form.

4. Return to work and Follow-up drug testing

If an employee in the course of employment voluntarily enters an employee assistance program for drug-related problems, or an alcohol/drug rehabilitation program, this company must require the employee to submit to a drug and/or alcohol test as a follow-up to such program. Follow-up testing must be conducted at least once a year for a two (2) year period after completion of the program. Advanced notice of a follow-up testing date must not be given to the employee to be tested.

5. Random Testing

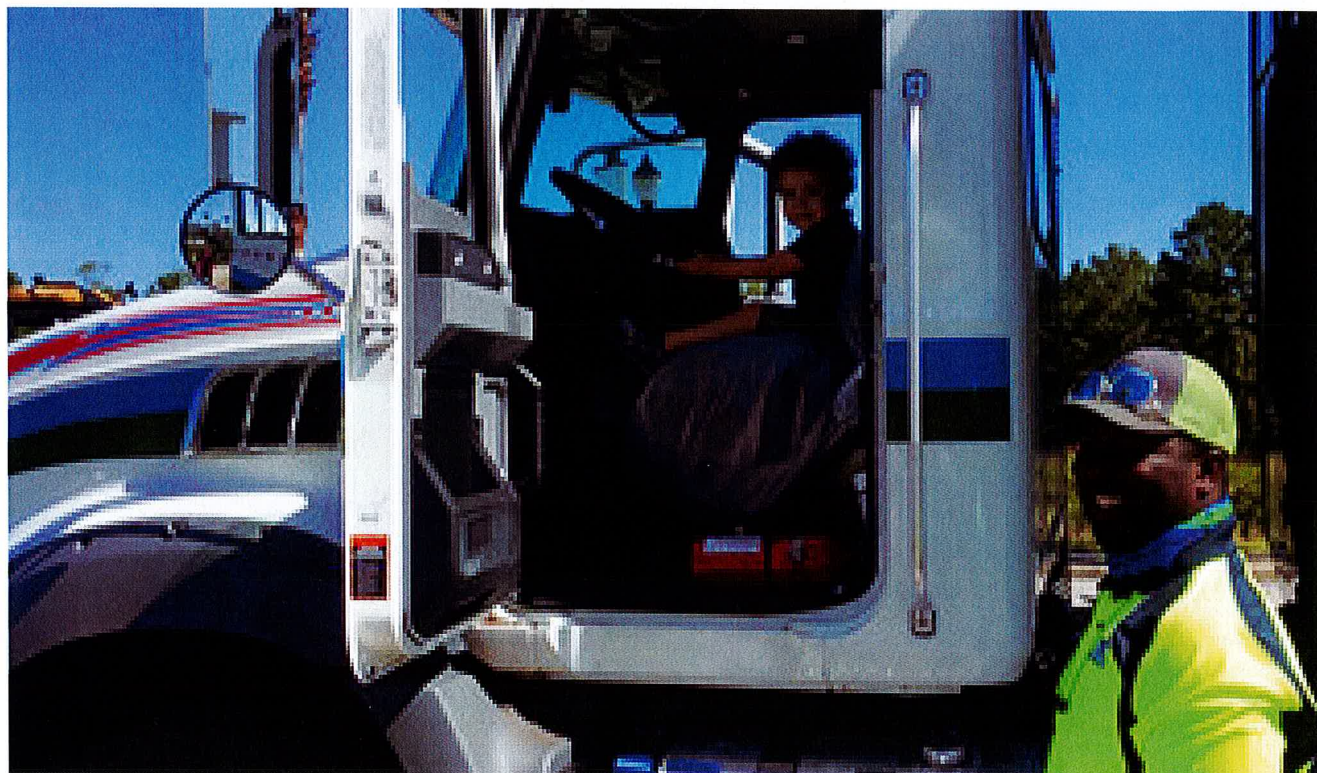
Waste Pro USA may conduct random drug testing, as stated in Florida Statutes 440.102. A third-party company designated by this company will generate a computerized random list of employees who would be required to submit to a random drug screen. When an employee is chosen for a random drug screen, their name automatically returns to the pool for future random tests.



CHAPTER 5 **STAFFING AND SUBCONTRACTORS**

WASTE & RECYCLING

Waste Pro keeps it simple



REQUEST FOR PROPOSAL FOR RESIDENTIAL SOLID WASTE
PALM COAST, FLORIDA | PROJECT #: RFP-CE-21-42



Due: Thursday, September 30, 2021; 2:00 p.m.

CHAPTER 5 – PROPOSED RESOURCES

Each Proposer shall provide information demonstrating the Proposer will dedicate sufficient personnel, vehicles, equipment, and facilities to perform the work required under the City's Service Contract. Each Proposer shall explain how the personnel, vehicles, and equipment will be used to provide the services requested by the City. Among other things, for each scenario (i.e., Scenarios, A.1, A.2, B.1, and B.2) each Proposer must identify:

- (a) The number and types of vehicles and equipment that will be used, by service;

Vehicles and equipment to be used for the City of Palm Coast:

PALM COAST FLEET LISTING

Option A.1.

Vehicle Make	Vehicle Model	Fuel	Capacity	Year	# Vehicles	Collection
MACK LEU633 NEW WAY	Rear Load	CNG	28 YARDS	2020	8	Solid Waste
MACK LEU633 NEW WAY	Rear Load	CNG	28 YARDS	2021	3	Solid Waste
AUTOCAR ACX64 MCNEILUS	Rear Load	CNG	28 YARDS	2022	9	4 Recycle 5 Yard Waste
INTERNATIONAL 4300 PETERSEN	Grapple	CNG	40 YARDS	2021	2	White Goods & Large Bulk or Yard Waste Piles
GMC SIERRA PICKUP	Pick-up trucks	Regular gas			3	Supervisor Customer Service
MACK LEU633 NEW WAY	Rear Load	CNG	28 YARDS	2022	3 (Spare)	All Lines of Business



City of Palm Coast, Florida
Request for Proposal for
Residential Solid Waste
Collection Services
Bid #: RFP-CE-21-42

Due: Thursday, September 30, 2021; 2:00 p.m.

Option A.2.

Vehicle Make	Vehicle Model	Fuel	Capacity	Year	# Vehicles	Collection
MACK LEU633 NEW WAY	Rear Load	CNG	28 YARDS	2020	8	6 Recycle 2 Solid Waste and Yard Waste
MACK LEU633 NEW WAY	Rear Load	CNG	28 YARDS	2021	3	Solid Waste and Yard Waste
AUTOCAR ACX64 MCNEILUS	Rear Load	CNG	28 YARDS	2022	16	Solid Waste and Yard Waste
INTERNATIONAL 4300 PETERSEN	Grapple	CNG	40 YARDS	2021	2	White Goods and Large Bulk or Yard Waste Piles
GMC SIERRA PICKUP	Pick-up trucks	Regular gas			3	Supervisor Customer Service
MACK LEU633 NEW WAY	Rear Load	CNG	28 YARDS	2022	3 (Spare)	All lines of Business

Option B.1.

Vehicle Make	Vehicle Model	Fuel	Capacity	Year	# Vehicles	Collection
Autocar ACXDD chassis or McNeilus ZR	ASL	CNG	31 YARDS	2022 or 2023	13	Solid Waste
MACK LEU633 NEW WAY	Rear Load	CNG	28 YARDS	2021	3	Yard Waste
MACK LEU633 NEW WAY	Rear Load	CNG	28 YARDS	2020	6	2 Bulk 3 Recycle
INTERNATIONAL 4300 PETERSEN	Grapple	CNG	40 YARDS	2021	2	White Goods and Large Bulk or Yard



Due: Thursday, September 30, 2021; 2:00 p.m.

						Waste Piles
GMC SIERRA PICKUP	Pick-up trucks	Regular gas			3	Supervisor Customer Service
MACK LEU633 NEW WAY	Rear Load	CNG	28 YARDS	2022	3 (Spare)	All Lines of Business

Option B.2.

Vehicle Make	Vehicle Model	Fuel	Capacity	Year	# Vehicles	Collection
Autocar ACXDD chassis or McNeilus ZR	ASL	CNG	31 YARDS	2022 or 2023	24	Solid Waste
MACK LEU633 NEW WAY	Rear Load	CNG	28 YARDS	2021	3	Yard Waste
MACK LEU633 NEW WAY	Rear Load	CNG	28 YARDS	2022	6	3 Bulk 3 Recycle
INTERNATIONAL 4300 PETERSEN	Grapple	CNG	40 YARDS	2021	2	White Goods and Large Bulk or Yard Waste Piles
GMC SIERRA PICKUP	Pick-up trucks	Regular gas			3	Supervisor Customer Service
MACK LEU633 NEW WAY	Rear Load	CNG	28 YARDS	2022	3 (Spare)	All Lines of Business

Pursuant to the Service Contract, Chapter 15: All vehicles used to provide Collection Services under this Service Contract shall be equipped at all times with: (a) all safety equipment required by Applicable Laws; (b) a fire extinguisher; (c) a shovel and broom; (d) a spill response kit; (e) an audible back-up warning device; and (f) back-up cameras. The spill response kit shall be suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from Contractor's Collection vehicles.



Due: Thursday, September 30, 2021; 2:00 p.m.

Additionally, Waste Pro agrees that pursuant to the Service Agreement:

1. All vehicles used to provide Collection Services under the Service Contract shall be equipped with a two-way radio, cellular telephone, or other equipment appropriate for communications between the vehicle operator, the Field Supervisor, and the District Manager.
2. All of the Contractor's Collection vehicles shall be equipped with Global Positioning Systems ("GPS") that identify and record the locations of the vehicles when they are being used to provide Collection Services under this Service Contract. The Contract Manager shall have access to view GPS locations of vehicles at the Contract Manager's request.
3. Waste Pro shall have sufficient reserve vehicles and equipment available to complete daily Collection routes according to the schedules established pursuant to this Service Contract. The use of reserve vehicles and equipment shall include, but not be limited to occasions when front-line vehicles and equipment are out of service, or when delays will prevent front-line vehicles and equipment from completing their Collection route(s) within the established hours of Collection.
4. The reserve vehicles and equipment shall be ready to go into service within two (2) hours of any breakdown or delay experienced by a front-line vehicle. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment being replaced.
5. All Collection vehicles and equipment shall be cleaned and painted to present a pleasing appearance at all times. Collection vehicles shall be cleaned and washed, as necessary, to minimize the potential for odors and nuisance conditions.
6. Waste Pro shall monitor, maintain, and repair its Collection vehicles and equipment to prevent fuel, lubricants, and other liquids from leaking or spilling. Oil and hydraulic systems, and waterproof seals and enclosures, on the vehicles and equipment shall be kept in good repair at all times to prevent leaks and spills.
7. Waste Pro's name and telephone number shall be displayed at all times, in letters at least four (4) inches high, on the driver's side and the passenger's side of each of the Contractor's vehicles used to provide Collection Service. Truck identification numbers shall be displayed at all times, in letters at least four (4) inches high, on all four (4) sides of all vehicles used to provide Collection Services.
8. At all times, the Waste Pro and its employees shall operate and maintain all Collection vehicles and equipment in compliance with all Applicable Laws.
9. At all times, the Waste Pro shall maintain all necessary licenses and registrations, and shall timely pay all fees and taxes, on all vehicles and equipment, as required under Applicable Laws.
10. All vehicles and equipment shall be operated in compliance with the Florida Uniform Traffic Control Law, Chapter 316, Florida Statutes, and the Ordinances.



Due: Thursday, September 30, 2021; 2:00 p.m.

(b) The number and types of personnel, by service;

For each proposed Option, the following is a list of the employees and their respective classifications that will be on duty each day:

Class	Number	Hours of Day	Days per Week
Division Manager	1	5:30 am to 6pm	5 or 6
Office Manager	1	8am to 5pm	5
Operations Manager	1	5am to 5:30 pm	5 or 6
Maintenance Manager	1	7am to 5pm	5
Customer Service Representative	3	8am to 5pm	5
Total	7		25-27

Otherwise, each option will have listed the number and job classification which coincides with that specific Option, see below:

Option A.1.

Class	Number	Hours of Day	Days per Week
Recycle Drivers	4	5:30 am to 6pm	5
Recycle Helpers	4	5:30 am to 6pm	5
Residential Driver	14	5:30 am to 6pm	5
Residential Helpers	14	5:30 am to 6pm	5
Grapple Drivers	2	5:30 am to 6pm	5
Lead Drivers	2	5:30 am to 6pm	5
Lead Helpers	2	5:30 am to 6pm	5
Route Supervisors	3	5:30 am to 6pm	5



Due: Thursday, September 30, 2021; 2:00 p.m.

Mechanics	6	5:30 am to 8pm	5
Total	62		45

Option A.2.

Class	Number	Hours of Day	Days per Week
Recycle Drivers	6	5:30 am to 6pm	5
Recycle Helpers	6	5:30 am to 6pm	5
Residential Driver	18	5:30 am to 6pm	5
Residential Helpers	18	5:30 am to 6pm	5
Grapple drivers	2	5:30 am to 6pm	5
Lead Drivers	3	5:30 am to 6pm	5
Lead Helpers	3	5:30 am to 6pm	5
Route Supervisors	3	5:30 am to 6pm	5
Mechanics	7	5:30 am to 8pm	5
Total	73		45

Option B.1.

Class	Number	Hours of Day	Days per Week
SW ASL Drivers	8	5:30 am to 6pm	5
YW Drivers	5	5:30 am to 6pm	5
YW Helpers	5	5:30 am to 6pm	5
Recycle Drivers	3	5:30 am to 6pm	5
Bulk Drivers	3	5:30 am to 6pm	5
Bulk Helpers	3	5:30 am to 6pm	5



Due: Thursday, September 30, 2021; 2:00 p.m.

Grapple Drivers	2	5:30 am to 6pm	5
Lead Drivers	2	5:30 am to 6pm	5
Route Supervisors	3	5:30 am to 6pm	5
Mechanics	6	5:30 am to 6pm	5
Total	47		

Option B.2.

Class	Number	Hours of Day	Days per Week
SW ASL Drivers	11	5:30 am to 6pm	5
YW Drivers	5	5:30 am to 6pm	5
YW Helpers	5	5:30 am to 6pm	5
Recycle Drivers	6	5:30 am to 6pm	5
Bulk Drivers	4	5:30 am to 6pm	5
Bulk Helpers	4	5:30 am to 6pm	5
Grapple Drivers	2	5:30 am to 6pm	5
Lead Drivers	2	5:30 am to 6pm	5
Route Supervisors	3	5:30 am to 6pm	5
Mechanics	7	5:30 am to 6pm	5
Total	54		50

(c) The anticipated location of the Proposer's vehicle maintenance yard;

Waste Pro currently maintains a facility at 401 S. Bay Ave., Bunnell, Flagler County, Florida 32110, and will continue to do so should we be awarded this contract through 2026.

(d) The method/approach to be used for managing customer relations described in Section 17 of the Service Contract.

HANDLING CUSTOMER COMPLAINTS AND REQUESTS

Customer Service

Live Person Answering Telephone

Waste Pro has a service staff that will be available to handle any inquiries from the residents of the City of Palm Coast. We are convinced that delivering excellent customer service to our customers is our biggest asset. We welcome our customers to call or email us at any time for any concerns they may have. Our supervisory and management team is always ready to assist our in-house customer service department.

During regular business hours we always have “real people” answering the telephones; we do not use automated or contracted services. Even after hours and on weekends and holidays we have our voice mail system activated with an emergency contact name and number for residential customers. 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 handle the call from start to finish. If the matter needs additional or special attention any of our management staff are happy to assist. We want to leave the customer feeling that their problem has been solved and that it will not occur again.



It is understood that the Contract Manager shall determine the legitimacy of complaints. Waste Pro will take whatever steps necessary to promptly remedy the cause of a Legitimate Complaint. If Waste Pro is informed about a Legitimate Complaint before noon on an Operating Day, we will remedy the complaint by the end of the day. If Waste Pro is notified about a Legitimate Complaint after noon on an Operating Day, or at any time on a Saturday, Sunday, or Holiday, Waste Pro will remedy the complaint before noon on the next Operating Day. Waste Pro may request additional time to remedy a Legitimate Complaint when it uses its best efforts to correct the problem but is unable to do so within the time frame provided.

Automated Tracking System

In accordance with Section 17 of the Service Contract, Waste Pro will continue to maintain the current automated tracking system known as Trac EZ. This system is currently used by Waste Pro and the City of Palm Coast and therefore it meets all the requirements stated in Section 17 of the Service Contract. City staff is familiar with the system as well as the residents. Consistency in the use of this tracking system is vital to maintaining communication between the hauler, the City, and the customers. A request or complaint is entered into the tracking system by the Contract Manager (or a customer), Waste Pro promptly initiates a response and the City is notified once the request or complaint is addressed. Waste Pro has an internal 5-step process:

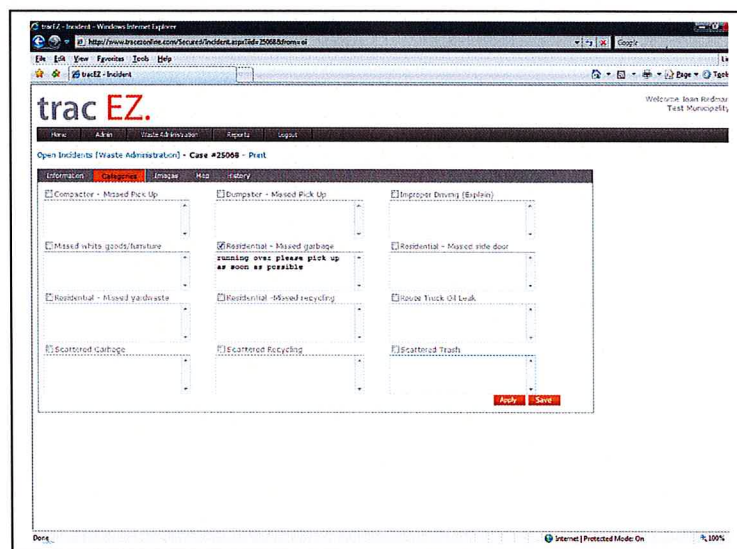
1. A customer issue is received through the Trac EZ system or called in and entered in Trac EZ.
2. The issue is then assigned for resolution to the appropriate party (i.e. billing, operations, etc.) by the designated customer service representative for Palm Coast.
3. Resolution is reported back to the designated customer service representative and the work order is closed out in Trac EZ.
4. The customer is contacted to make sure that there has been a resolution to their issue.
5. The Customer Service Manager reviews all issues daily to make sure that all items are resolved by the end of the business day.

No customer issue will go unanswered at the end of the day.

Trac EZ®

Trac EZ is the most efficient message tracking system in the industry. This system provides 24-hour service requests or issue reporting in live time for both the City staff and its residents. It tracks when the call was made, who received it, the following steps, and how the request was handled. This process allows us to effectively track a call, request, or other thoroughly and is totally transparent to the customer. The customer can check the status of the request by simply going online. During the process, the customer can see what is happening. It is just that simple and easy! We feel so confident at Waste Pro that we provide the best and most efficient service possible in our industry and are not afraid to share this information with our partners.

Trac EZ Sample Page:





Due: Thursday, September 30, 2021; 2:00 p.m.

Waste Pro meets monthly with the City to review the Trac-EZ reports. We view these reports daily and will have already taken corrective action to reduce any potential customer complaints and issues. Our goal is ZERO missed pickups daily and doing whatever it takes to keep our customers happy. We would review any repeat complaints from the prior month and any elevated complaints from the prior month with the City to ensure we have a plan in place to alleviate any further issues. To help promote recycling and depending on which recycling option the City selects, Waste Pro can review tags from the prior month to assist in identifying residents that are not compliant with recycling. We can also provide feedback from recycle crews with the more prevalent items that are not recyclable and are identified in the recycle containers from the previous month so we can jointly educate the residents on what is and is not recyclable. This is another way we can educate residents to help reduce contamination.

As mentioned previously, we will also use the in-cab automated Third Eye Camera system to assist with addressing complaints or issues to help manage customer relation issues.

(e) The type of fuel(s) that will be used in the Proposer's Collection vehicles; and

- 1. Waste Pro intends to continue using CNG powered collection vehicles in the City of Palm Coast.**
In 2011, our Palm Coast facility underwent a complete renovation. We invested over \$4.4 million in the local property resulting in a state-of-the-art waste and recycling collection facility. This facility includes a full service CNG fueling station, a facility yard, and maintenance shop for both commercial and residential operations. Some spare vehicles or supervisor trucks may use diesel or regular gas.

(f) Any other relevant information that will help the City evaluate the Proposer's plan for resources to provide service to the City in compliance with the Service Contract.

Waste Pro provides the City with the most complete service, facility, and infrastructure of any company in your area. In addition to our collection services, Waste Pro owns and operates solid waste transfer stations (solid waste, yard waste, recycling, construction and demolition material) in Putnam, St Johns, and Volusia Counties that provide greater routing efficiency for our crews. These strategically located transfer stations reduce travel time to landfills and provide a better work/life balance for our employees. Recyclable material is transported from our transfer station to a Waste Pro owned Waste Pro Material Recovery Facility (MRF) for processing and then marketed for sale. As the collector and processor of the recyclable materials, we can provide better insight with regards to the recyclable stream and work as a partner with the City to educate and assist with increasing recycling participation.

Each Proposer must submit a list of the vehicles (including spare or reserve vehicles) the Proposer will dedicate to the City's work for each scenario (i.e., Scenarios A.1, A.2, B.1, and B.2). The list must identify the vehicle make, model, cargo capacity, and model year for each vehicle. The list also must identify the number and types of collection vehicles to be used for each type of Collection Service, including the



Due: Thursday, September 30, 2021; 2:00 p.m.

Collection of Garbage Carts, Garbage Cans, Recycling Carts, Recycling Bins, Bulky Items, Yard Waste and White Goods.

All of the requested information listed above is contained in the charts listed in Section (a) at the beginning of this Chapter.

Pursuant to Section 15 of the Service Contract, the Collection vehicles used by the Proposer must not be more than nine (9) years old at any time during the term of the Service Contract. When determining the age of a vehicle, the Proposer shall use the model year of the vehicle.

Pursuant to the requirements of this RFP, as well as the Service Contract, Waste Pro warrants that its collection vehicles used for the City of Palm Coast will not be more than 9 years old at any time during the term of the Service Contract.



WASTE RECYCLING

Waste Pro keeps it simple

CHAPTER 7

E-VERIFY REGISTRATION AND USE AFFIDAVIT



REQUEST FOR PROPOSAL FOR RESIDENTIAL SOLID WASTE
PALM COAST, FLORIDA | PROJECT #: RFP-CE-21-42



Due: Thursday, September 30, 2021; 2:00 p.m.

CHAPTER 7 – E-VERIFY REGISTRATION AND USE AFFIDAVIT

Each Proposer must complete and execute the E-Verify Registration and Use Affidavit (Form 8), which is included in Section 6 of this RFP. Form 8 must be notarized.

Included at the back of this Chapter is Form 8, *E-Verify Registration and Use Affidavit*, signed and notarized.



Due: Thursday, September 30, 2021; 2:00 p.m.

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Waste Pro of Florida, Inc., does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes. All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

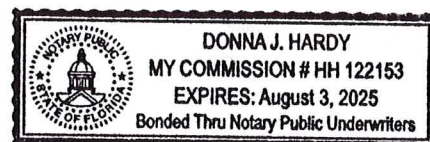
A true and correct copy of Waste Pro of Florida, Inc.'s, proof of registration in the E-Verify system is attached to this Affidavit.

Brian Wintjen
Print Name: Brian Wintjen
Title: RVP
Date: 9-29-2021

STATE OF FLORIDA
COUNTY OF Flagler

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 29 day of SEPTEMBER, 2021 by Brian Wintjen [name of officer or agent, title of officer or agent] of Waste Pro of Florida, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ [type of identification] as identification.

Donna J. Hardy
Notary Public
[NOTARY SEAL]
Donna J. Hardy
Name typed, printed or stamped
My Commission



FORM 8 - E-VERIFY REGISTRATION AND USE AFFIDAVIT

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, all Contractors (as defined by the statute) shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all its employees hired on and after January 1, 2021.

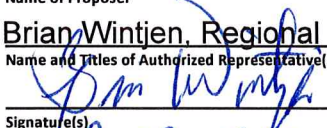
B. Also, pursuant to section 448.095, Florida Statutes, Contractors shall also require all subcontractors performing work under to use the E-Verify system for any employees the subcontractors may hire.

C. Instructions - Provide evidence of compliance with section 448.095, Florida Statutes including an Affidavit stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

D. The successful proposer awarded the contract hereunder must obtain from all subcontractors providing goods or services under the awarded contract, an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes along with a copy of the subcontractor's proof of registration. The successful bidder must maintain a copy of each subcontractor affidavit and proof of registration during the duration of the contract awarded and provide to City upon request.

E. Failure to comply with this provision is a material breach of the awarded contract, and shall result in the immediate termination without penalty to the City. Proposer shall be liable for all costs incurred by the City to secure a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Waste Pro of Florida, Inc.	
Name of Proposer	
Brian Wintjen, Regional Vice President	
Name and Titles of Authorized Representative(s)	
	
Signature(s)	
9-29-2021	
Printed Date	

[Company Letter Head]
CONTRACTOR E-VERIFY AFFIDAVIT



Company ID Number:32855

Client Company ID Number:788343

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Waste Pro USA, Inc. (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
4. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
5. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo

requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
11. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the

Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
15. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
17. The Employer acknowledges that the information it receives from SSA through its Web Services E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by

this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
 - A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
 - B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.
19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not

be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and

- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as

an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to

- contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
 5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
 6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
 7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
 8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
 9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

- C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.
- E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Waste Pro USA, Inc. (Employer) hereby designates and appoints Sarah Eisbrener (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.



Company ID Number:32855

Client Company ID Number:788343

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent ADP, Inc.	
Name (Please Type or Print)	Title
Sarah Eisbrener	
Signature	Date
Electronically Signed	December 01, 2020
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Waste Pro USA, Inc.
Company Facility Address	2101 W SR 434 Suite 315 Longwood, FL 32779
Company Alternate Address	
County or Parish	Seminole
Employer Identification Number	59-2733978
North American Industry Classification Systems Code	Waste Management And Remediation Services (562)
Parent Company	
Number of Employees	2,500 to 4,999
Number of Sites Verified for	82

Company ID Number:32855

Client Company ID Number:788343

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Florida	49
Mississippi	19
South Carolina	1
Louisiana	4
North Carolina	4
Tennessee	2
Arkansas	2
Alabama	1

Company ID Number:32855

Client Company ID Number:788343

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Shannon Early
Phone Number	(407) 937-2666
Fax Number	
Email Address	searly@wasteprousa.com

Name	Judi Craigo
Phone Number	(407) 937-2635
Fax Number	
Email Address	jcraigo@wasteprousa.com

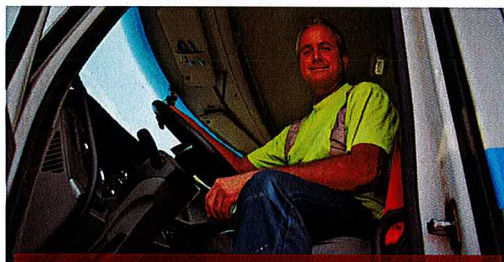


WASTE RECYCLING

Waste Pro keeps it simple

CHAPTER 8 NON-COLLUSION CERTIFICATION, CONFLICT OF INTEREST AND ETHICS

PalmCoastObserver.com



PALM COAST

MONDAY, MAR. 11, 2019

Over 30 years of dedication from Palm Coast
Waste Pro driver

By: Paige Wilson | Community Editor

Dave Black hasn't called in sick since 1981.

The Waste Pro roll-out driver has worked in the Palm Coast department for the last 16 years, and, before that, he worked with a waste management company in St. Augustine for 16 years. His dedication and hard work ethic has earned him Waste Pro's \$10,000 Safety Award three times: this year, in 2013 and in 2007.

He's gotten sick since the '80s, but never to the point of staying home from work, which is something he takes pride in.

Black said that while this isn't the kind of job one would dream of having as a kid, it's in his blood.

"I was kind of born into the business," Black said. "My dad owned his own garbage companies. ... My dad always told me there's always going to be garbage. People are always going to need you."

He first stepped onto a garbage truck in the summer of 1977, as a 15-year-old, when he worked for his father's company.

One of the things he enjoys most is the variety of each day, especially in a roll-out driver position, where he goes around to local businesses to collect compactors and large dumpsters.

"I could never do an office job. I'm not that kind of a guy," he said. "When you're out of the road, there's always something different every day. ... It's always paid my bills."

Each day, he clocks in at 5:15 a.m. and works about 11 hours. But it's a stable, dependable job he enjoys.

When Black isn't working, he likes spending time with his family and riding his 2011 Harley Davidson Fat Boy.

For more information, visit www.wasteprousa.com.

REQUEST FOR PROPOSAL FOR RESIDENTIAL SOLID WASTE
PALM COAST, FLORIDA | PROJECT #: RFP-CE-21-42



Due: Thursday, September 30, 2021; 2:00 p.m.

CHAPTER 8 – NON-COLLUSION CERTIFICATION, CONFLICT OF INTEREST AND ETHICS

Each Proposer must complete and execute the Non-Collusion Affidavit (Form 9), which is included in Section 6 of this RFP, Form 9 must be notarized.

Included at the back of this Chapter is the fully executed *Non-Collusion Affidavit*, Form 9.

Each Proposer must confirm that the Proposer does not violate any of the following conflict of interest provisions:

- (a) No officer, director, agent or employee of the Proposer, or any relative of an officer, director, agent or employee of Proposer, is also an employee of the City.
N/A
- (b) No City employee owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its subsidiaries or affiliates.
N/A
- (c) The Proposer does not own or have a financial interest in more than ten percent (10%) of any other Proposer, regardless of whether such ownership is direct or through a parent, subsidiary, or holding company of any other business entity.
N/A

In addition, each Proposer shall list and describe any professional or any financial relationship that it has or had with the City, its elected or appointed officials, its employees, or agents or any of its agencies or component units, during the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to the services sought in this RFP. The list of professional relationships should include any contracts between the Proposer and the City. Please note that such relationships, standing alone, do not qualify or disqualify a Proposer. The Proposer shall have an on-going obligation to give the Purchasing Division prompt written notice of any other professional or financial relations that it enters into with the City, its elected or appointed officials, its employees or agents, or any of its agencies or component units before the Service Contract is executed.

Waste Pro is the current provider of Solid Waste Residential Collection Services for the City of Palm Coast. Otherwise, none.

Each Proposer must complete and submit a Conflict of Interest Statement (Form 10), which shall be included in Chapter 8 of the Proposal.

A fully executed Form 10, *Conflict of Interest Statement*, is included at the back of this Chapter.

FORM 9. NON-COLLUSION AFFIDAVIT

State of Florida

County of Flagler

This affidavit must be executed and notarized by a duly authorized officer or representative of the Proposer.

Brian Wintjen [Print name of affiant]

being first duly sworn, deposes and says that:

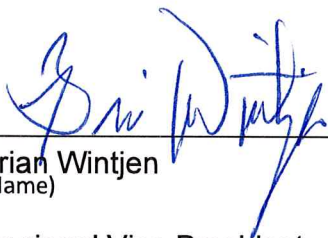
- (1) He/she is Regional Vice President [title] of Waste Pro of Florida, Inc [name of entity], the Proposer that has submitted the attached proposal in response to the City of Palm Coast's Request for Proposals for the Collection Services (Solicitation RFP-CE-21-42).
- (2) He/she is fully informed with respect to the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
- (3) Such proposal is genuine and is not a collusive or sham proposal. This proposal is made without any connection or common interest in the profits of any other person making any other proposal for the services required under the RFP. The proposal is in all respects fair and without collusion or fraud.
- (4) Neither the Proposer 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 Proposer, firm or person to submit a collusive or sham proposal in connection with the RFP for which the attached proposal has been submitted or to refrain from submitting a proposal in connection with such RFP, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to secure through any unlawful agreement, any advantage against the City of Palm Coast or any person interested in the proposed RFP.

FORM 9. NON-COLLUSION AFFIDAVIT (CONTINUED)

- (5) No head of any department, or employee or officer of the City of Palm Coast, is directly or indirectly interested in this proposal. If the Proposer's owners, partners, officers, or employees have any relatives that are employed by the City, indicate the relative's names and relationship below.

Name: N/A Relationship: _____

Name: N/A Relationship: _____



Brian Wintjen
(Name)
Regional Vice President

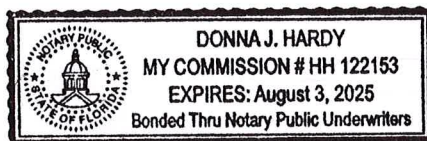
(Title)

Subscribed and sworn to before me this 29 day of September 2021.



Notary Public

My commission expires 8/3/2025



FORM 10 – CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA)

) ss

City of Palm Coast)

Before me, the undersigned authority, personally appeared
Brian Wintjen, who was duly sworn, deposes, and states:

1. I am the Regional Vice President of Waste Pro of Florida, Inc. (the "entity") with a local office in Bunnell, Flagler County, FL and principal office in Longwood, Seminole County, FL.
2. The above named entity is submitting a Proposal to the City of Palm Coast.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one proposal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Contract for this project. This proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them has any potential conflicts of interest due to any other clients, contracts, or property interests.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Palm Coast.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Palm Coast.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Palm Coast in writing.

(Continued on Next Page)

FORM 10 – CONFLICT OF INTEREST STATEMENT (CONTINUED)

PROPOSER

Waste Pro of Florida, Inc.

Printed Name of Proposer

Signature

Brian Wintjen

Printed Name

Regional Vice President

Printed Title

Printed Date

bwintjen@wasteprousa.com

Contact Email

401 S. Bay Street

Street Address /Suite #

Bunnell, Flagler County, FL 32110

City, State Zip

352-553-8693

Phone

STATE OF Florida)

) ss

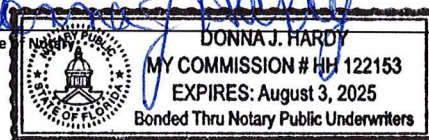
COUNTY OF Flagler)

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization

This 29th day of

September 2021.

Signature



Printed, Typed, or Stamped Name of Notary

Notary Public, State of Florida

My commission expires 8/3/25

Personally Known ☒

-OR-

Produced Identification

Type:



WASTE RECYCLING

Waste Pro keeps it simple

CHAPTER 9

CERTIFICATION TO ACCURACY OF PROPOSAL



REQUEST FOR PROPOSAL FOR RESIDENTIAL SOLID WASTE
PALM COAST, FLORIDA | PROJECT #: RFP-CE-21-42



Due: Thursday, September 30, 2021; 2:00 p.m.

CHAPTER 9 - CERTIFICATION TO ACCURACY OF PROPOSAL

Each Proposer shall certify and attest, by executing Form 11 (See Section 6 of this RFP), that all forms, affidavits, and documents the Proposer has enclosed in the Proposal are true and accurate. If the Proposer fails to attest to the truth and accuracy of such forms, affidavits, and documents, the Proposal shall be deemed non-responsive, and it will not be considered. Form 11 must be notarized and included in Chapter 9 of the Proposal.

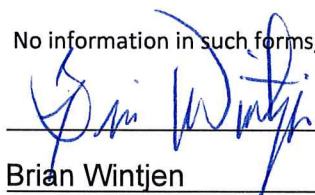
Form 11, *Certification to Accuracy of Proposal*, fully executed is included at the back of this Chapter.

FORM 11. CERTIFICATION TO ACCURACY OF PROPOSAL

Proposer, by executing this form, hereby certifies and attests that all forms, affidavits, and documents submitted to the City in support of Proposer's proposal are true and accurate. If the Proposer fails to attest to the truth and accuracy of such forms, affidavits and documents, the Proposer's proposal shall be deemed non-responsive and the proposal will not be considered by the City.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Regional Vice President [insert title of Proposer's agent] and is duly authorized to act on behalf of Waste Pro of Florida, Inc. [insert name of the Proposer], which is submitting the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all forms, affidavits and documents submitted in support of such proposal;
3. All of the information contained in the forms, affidavits and documents submitted in support of this proposal is true and accurate;
4. No information that should have been included in such forms, affidavits and documents has been omitted; and
5. No information in such forms, affidavits or documents is false or misleading.



Signature of Proposer's Agent

Brian Wintjen

Printed Name of Proposer's Agent

Regional Vice President

Title of Proposer's Agent

9-29-2021

Date

FORM 11. CERTIFICATION TO ACCURACY OF PROPOSAL (CONTINUED)

Witness my hand and official notary seal/stamp on 29th the day and year written above.

STATE OF Florida

) SS:

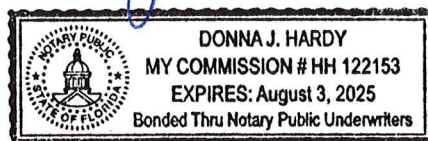
COUNTY OF Flagler

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Brian Wintjen (name) as Regional Vice President (title), of Waste Pro of Florida, Inc. (Proposer), an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing document as the proper official of Waste Pro of Florida, Inc. (Proposer) for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 29th day of September, 2021.

NOTARY PUBLIC

NOTARY PUBLIC



My Commission Expires:

8/3/25

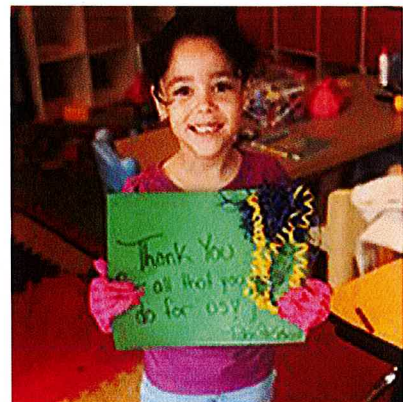


WASTE RECYCLING

Waste Pro keeps it simple

CHAPTER 10

CERTIFICATION OF COST; PROPOSED RATES FOR RESIDENTIAL COLLECTION SERVICES



I just wanted to send my sincere thanks to all the men and women of WastePro who continue to provide garbage pickup throughout this trying time.



REQUEST FOR PROPOSAL FOR RESIDENTIAL SOLID WASTE
PALM COAST, FLORIDA | PROJECT #: RFP-CE-21-42



Due: Thursday, September 30, 2021; 2:00 p.m.

CHAPTER 10 – CERTIFICATION OF COST; PROPOSED RATES FOR RESIDENTIAL COLLECTION SERVICES

The Certification of Cost Form (Form 12 in Section 6 of this RFP) must be signed by an officer or other individual that is authorized to bind the Proposer to the provisions in the Proposal. The Certification of Cost form must be executed in compliance with the requirements described herein, and it must be notarized.

A fully executed Form 12, Certification of Cost, is included at the back of this Chapter.

Each Proposer must complete Form 13 and there by provide its Rates (prices) for Residential Collection Services. The Rates must identify the cost per Dwelling Unit per month for Collection Service that complies with the requirements in the Service Contract. Instructions for properly completing the Form is included with Form 13. Form 13 must be included in Chapter 10 of the Proposal.

A completed Form 13, *Rates for Residential Collection Service – Rate Sheet*, is included at the back of this Chapter.

FORM 12. CERTIFICATION OF COST

The undersigned individual, being duly sworn, hereby deposes and says:

1. I, Brian Wintjen [insert name of Proposer's officer], am duly authorized to execute and submit this proposal on behalf of the Proposer, Waste Pro of Florida, Inc. [insert name of Proposer].
2. I am fully informed respecting the preparation and contents of the attached proposal and all of the forms, affidavits, and documents submitted in support of such proposal.
3. By signing and submitting this proposal in response to the City's RFP (Solicitation No. RFP-CE-21-42), the Proposer acknowledges and agrees that:
 - a. the Proposer has carefully read the RFP, including the Service Contract;
 - b. the Proposer has become fully informed about the local conditions, including the nature and extent of the work to be performed, and has examined and evaluated all relevant issues;
 - c. the Proposer understands and accepts the conditions and limitations contained in the RFP and the Service Contract;
 - d. the Proposer's proposal is not contingent upon any conditions, limitations, or changes to the RFP or Service Contract;
 - e. the Proposer's proposal is a binding offer that will remain in effect and be available to the City for one hundred twenty (120) days after the submittal of this proposal;
 - f. if selected by the City, the Proposer shall execute the Service Contract and provide the required parent corporation guarantee and Performance Bond within fifteen (15) days of receiving the City's written notice of award;
 - g. if selected by the City, the Proposer will provide all of the services required under the Service Contract, in compliance with the terms and conditions contained in the Service Contract, at the Rates set forth on the Proposer's cost forms, which are attached to this proposal; and
 - h. the Proposer has sought and received the assistance of legal counsel, as necessary, before submitting this proposal in response to the City's RFP.

FORM 12. CERTIFICATION OF COST (CONTINUED)

Dated this 29 day of September, 2021.

Waste Pro of Florida, Inc. Name of Proposer

Brian Wintjen Signature of President/Partner/Owner/Manager

Brian Wintjen, Regional Vice President Printed Name of President/Partner/Owner/Manager
and Title

Signature of Secretary

Printed Name of Secretary

The Proposer is an individual: N/A; Partnership: N/A; Corporation: XX; Limited Liability Corporation N/A; or other business entity: N/A; and is authorized to do business in the State of Florida.

Witness my hand and official notary seal/stamp on 29th the day and year written above.

STATE OF Florida)

) SS:

COUNTY OF Flagler)

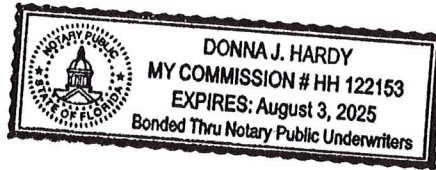
BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Brian Wintjen (name) as Regional Vice President (title), of Waste Pro of Florida, Inc. (Proposer), an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing document as the proper official of Waste Pro of Florida, Inc. (Proposer) for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced ✓ as identification.

FORM 12. CERTIFICATION OF COST (CONTINUED)

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this

29th day of September, 2021.

NOTARY PUBLIC



My Commission Expires:

8/3/25

Signature Instructions:

All signatures must be in blue ink.

If the Proposer is a CORPORATION, the name of the corporation must be listed, in full, and both the President and Secretary must sign the form, OR if one signature is permitted by the corporation's by-laws, a copy of the by-laws must be furnished to the City as part of the proposal.

If the Proposer is a LIMITED LIABILITY CORPORATION, the name of the limited liability corporation must be listed in full, and the Manager or Managing Members must sign the form.

If the Proposer is a PARTNERSHIP, the full name of each partner should be listed, followed by the name that the Proposer is doing business as. Any partner may sign the form.

If the Proposer is an INDIVIDUAL PROPRIETORSHIP, the name of the owner should be provided and any name that the Proposer is doing business as.

If the Proposer is operating as any other type of business entity, the name(s) of the Proposer's authorized representative(s) must be listed, and the authorized representative(s) must sign the form. A copy of the appropriate documents evidencing legal binding authority to sign on behalf of the Proposer must be furnished to the City as part of the proposal.

FORM 13. RATES FOR RESIDENTIAL COLLECTION SERVICE - RATE SHEET

Each Proposer shall use this form to provide its Rates for Residential Collection Services provided in the Service Area. The Rates shall be the prices that the Proposer will charge to provide Collection Services in compliance with the requirements specified in the Service Contract. All Rates proposed on this form shall be fixed through May 31, 2023.

The Rates shall be expressed as the cost that the City must pay per Dwelling Unit per month.

There shall be no charge for Side Door Service if the Customer satisfies the criteria in Section 6.3 of the Service Contract.

FORM 13. RATES FOR RESIDENTIAL COLLECTION SERVICE - RATE SHEET (CONTINUED)

Table 1. Monthly Rates for Residential Collection Services

	Scenario A.1	Scenario A.2	Scenario B.1	Scenario B.2
Garbage (per household per month)	1 x week, cans/bags	2 x week, cans/bags	1 x week, Carts	2 x week, Carts
Garbage - <u>Collection Component</u>	\$7.98	\$9.71	\$ 9.90	\$13.77
Garbage - <u>Disposal Component</u>	\$4.55	\$4.55	\$4.55	\$ 4.55
Program Recyclables (per household per month)	Every-other-week, Bins	1 x week, Bins	Every-other-week, Carts	1 x week, Carts
Program Recyclables - <u>Collection Component</u>	\$ 3.76	\$ 5.18	\$ 5.76	\$6.88
Program Recyclables - <u>Processing Component</u>	\$0.89	\$0.89	\$0.89	\$ 0.89
Yard Waste (per household per month)	1 x week	1 x week	1 x week	1 x week
Yard Waste - <u>Collection Component</u>	\$3.83	\$3.83	\$ 3.83	\$3.83
Yard Waste - <u>Processing Component</u>	\$ 0.87	\$0.87	\$ 0.87	\$ 0.87
Bulky Items (per household per month)	1 x month	1 x week	1 x month	1 x week
Bulky Items - <u>Collection Component</u>	\$ 0.88	\$0.98	\$0.88	\$0.98
Bulky Items - <u>Disposal Component</u>	\$ 0.32	\$0.32	\$ 0.32	\$ 0.32
White Goods (per household per month)	Call Ahead, 1 x month	Call Ahead, 1 x week	Call Ahead, 1 x month	Call Ahead, 1 x week
White Goods- <u>Collection and Disposal/Processing</u>	\$0.14	\$ 0.14	\$0.14	\$ 0.14
Total Per Household Per Month	\$23.22	\$26.47	\$27.14	\$32.23

Notes:

1. The Collection Component of the Rates proposed herein shall include all costs for providing collection and transfer to the proper facility. On June 1, 2023, and annually thereafter, the Collection Component of Rates for Residential Collection Services may be adjusted in accordance with Section 23 of the Service Contract, based on changes in Consumer Price Index.
2. Changes to the Disposal or Processing Component of the Rates shall be calculated based on the generation factors and tipping fees indicated on the following pages. Thereafter, any changes will be calculated based on any approved revised rate in place at the time a request to change the rate is made. Changes shall be in accordance with Section 23 of the Service Contract.

FORM 13. RATES FOR RESIDENTIAL COLLECTION SERVICE – RATE SHEET (CONTINUED)

The **Disposal Component** of the Rate for **Garbage** in Table 1 above is based upon the pounds per household assumption and the disposal tipping fee provided below.

Garbage Disposal Tipping Fee: \$ 45.00 per ton

Garbage Generation Factor per household (pounds per household per month):

Scenario A.1 (Lbs./HH/Mo)	Scenario A.2 (Lbs./HH/Mo)	Scenario B.1 (Lbs./HH/Mo)	Scenario B.2 (Lbs./HH/Mo)
182	182	182	182

The **Processing Component** of the Rate for **Program Recyclables** in Table 1 above is based upon the pounds per household assumption and the processing tipping fee provided below.

Program Recyclables Processing Tipping Fee: \$ 74.00 per ton

Program Recyclables Generation Factor per household (pounds per household per month):

Scenario A.1 (Lbs./HH/Mo)	Scenario A.2 (Lbs./HH/Mo)	Scenario B.1 (Lbs./HH/Mo)	Scenario B.2 (Lbs./HH/Mo)
22	22	22	22

The **Processing Component** of the Rate for **Yard Waste** in Table 1 above is based upon the pounds per household assumption and the processing tipping fee proposed in the lines provided below.

Yard Waste Processing Tipping Fee: \$ 40.00 per ton

Yard Waste Generation Factor per household: 39 pounds per month

FORM 13. RATES FOR RESIDENTIAL COLLECTION SERVICE – RATE SHEET (CONTINUED)

The **Disposal Component** of the Rate for **Bulky Items** in Table 1 above shall be based upon the pounds per household assumption and the tipping fee provided below.

Bulky Items Disposal Tipping Fee: \$ 45.00 per ton

Bulky Items Generation Factor per household (pounds per household per month)

Scenario A.1 (Lbs./HH/Mo)	Scenario A.2 (Lbs./HH/Mo)	Scenario B.1 (Lbs./HH/Mo)	Scenario B.2 (Lbs./HH/Mo)
13	13	13	13

Special Collection Services**Rates for Excess Bulky Items Collection Service for Residential Customers**

Collection Charge \$ 27.78 per cubic yard

Disposal Component for Excess Bulky Items: The disposal charge shall be based on the pounds per cubic yard assumption and processing tipping fee provided below.

Generation Factor per Cubic Yard: 200 pounds per Cubic yard

Tipping Fee: \$ 45.00 per ton.

Disposal Charge: \$ 4.50 per cubic yard

Rates for Excess Yard Waste Collection Service for Residential Customers

Collection Charge \$ 27.78 per cubic yard

Processing Component for Excess Yard Waste: The processing charge shall be based on the pounds per cubic yard assumption and the processing tipping fee provided below.

Generation Factor per Cubic Yard: 200 pounds per Cubic yard

Processing Tipping Fee: \$ 40.00 per ton

Processing Charge \$ 4.00 per cubic yard

FORM 13. PROPOSED RATES FOR RESIDENTIAL COLLECTION SERVICE - RATE SHEET (CONTINUED)

Recycling Revenue Share

The Recycling Revenue Share is an amount shared with the City per Customer per month for the exclusive right to provide Collection of Program Recyclables from Residential Customers. The City will withhold the Recycling Revenue Share per month from what is billed to Residential Customers by the City from the Residential Collection Service payments to Contractor. Please provide an amount up to \$0.25. This amount shall be based on a revenue share of the amount contractor receives from the recycling plant and must not be added to the cost to residents. This amount will be subject to negotiation.

Recycling Revenue Share \$ 0.25

FORM 14 – Debarment Certification

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND VOLUNTARY EXCLUSION-LOWER
TIER COVERED TRANSACTIONS
[FOR FEDERAL PROJECTS]**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733).

******* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *******

1. The Proposer certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the Proposer is unable to certify to any of the statements in this certification, such Proposer shall attach an explanation to this bid.

Waste Pro of Florida, Inc.

Name of Proposer

Brian Wintjen, Regional Vice President

Name and Titles of Authorized Representative(s)



Signature(s)

9-29-21

Printed Date

FORM 14 – DEBARMENT CERTIFICATION (CONTINUED)

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The Certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, ineligible, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, “voluntarily exclude”, as used this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render in good faith and certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4., suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment



401 SOUTH BAY STREET
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 wasteprousa.com

 [@Waste_Pro_USA](https://twitter.com/Waste_Pro_USA)

 [wasteprousa](https://www.facebook.com/wasteprousa)



city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

ADDENDUM NO. 1

Project: RFP-CE-21-42 – RESIDENTIAL SOLID WASTE COLLECTION SERVICES

Issue Date: 8/20/2021

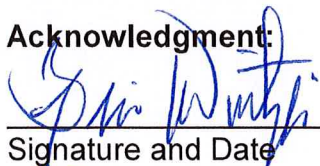
Due Date: 9/16/2021

Intent: This addendum is issued in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents prior to the date bids are due. Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

For your bid to be considered RESPONSIVE, A signed and dated copy of the addendum must be included with the bid submittal.

(See attached documents p1 – p148 for Addendum No 1 Info)

Acknowledgment:



Signature and Date

Brian Wintjen, RVA

Printed Name and Title

Waste Pro of Florida, Inc

Company Name



please recycle

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city of
PALM COAST

ADDENDUM NO. 1

RESIDENTIAL SOLID WASTE COLLECTION SERVICES

RFP#: RFP-CE-21-42

To: Prospective Respondents

From: Cynthia Schweers, Director of Citizen Engagement

Date: August 20, 2021

This addendum is being issued to respond to the following questions which were asked during the mandatory pre-proposal meeting regarding the RFP for residential solid waste collection services that was held on August 12, 2021 at 10am. Questions asked during the meeting, and City responses are provided below:

Q1: Are the bidders all required to submit pricing for every scenario or if you submit pricing for one scenario and still be redeemed as responsive?

A: The city is looking for pricing on all scenarios

Q2: Will the city consider extending the questions deadline to August 26th and RFP deadline to September 30th?

A: The city will extend the deadline for questions to August 27, 2021 at 2pm and the deadline for receipt of proposals to September 16, 2021 at 2pm.

Q3: In the contract you have options for Recycling in bins vs carts? Is there a preference the city is looking either dual stream or single stream service?

A: The City is exploring options with no preference, Please view the city council meeting held on April 13, 2021 which council discussed options for waste collection and reviewed response from the customer survey. Here is the direct link: <https://www.palmcoastgov.com/agendas/city-council>

Q4: In section 5: Evaluation of Qualifications and Award, section D. Under each of the qualifying residential contracts, the Proposer must collect Garbage from at least thirty-seven thousand (37,000) Residential customers at Curbside locations. Will the city consider lowering residential customers from 37,000-20,000?

A: Under Evaluation of Qualifications and Award, section D. The City will amend it to, Under each of the qualifying residential contracts, the Proposer must collect Garbage from at least ~~thirty-seven thousand (37,000)~~ twenty-seven (27,000) Residential customers at Curbside locations.

Q5: Flagler County states they do intend to piggyback on the RFP. A question was asked when will there contract start date begin? Also how many houses do they service?

A: Section 3.27 of the RFP reads: "Purchasing agreement with other governmental agencies: Each governmental agency desiring to accept the Successful Proposal, and make an award thereof, shall do so independently of any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency assumes any liability by virtue of the award by any other governmental agency."

A Flagler County representative has provided the following information; however, note that the City makes no warranties as to the accuracy of the following information and reiterates that each governmental agency desiring to accept the Successful Proposal does so independently of any other governmental agency. In other words, the City of Palm Coast is independently seeking proposals for collection services and respondents should provide the City with a proposal for the City's service area as defined in the Sample Contract includes as Section 7 of the RFP.

- The Flagler County Board of County Commissioners intends to piggyback the City of Palm Coast's Contract RFP-CE-21-42 for Residential Solid Waste. The awarded contractor for the City if Palm Coast must be able to provide the services/supplies to Flagler County as specifically described and set forth in the City of Palm Coast's agreement.
- The Flagler County Purchasing Division will issue a formal intent to piggyback RFP-CE-21-42 upon contract execution by the Palm Coast City Council. Approval to piggyback the City's agreement will be brought before the Flagler County Board of County Commissioners at the first available meeting following the City's approval. Services for Flagler County are to commence immediately following formal approval and contract execution By the Flagler County Board of County Commissioners.
- The number of residential units in unincorporated Flagler County is approximately 7,363 units according to information provided by the Flagler County Property Appraiser; however, this number does not include condos and some parcels may be exempt from service.

Q6: Section 2: General Requirement the 2020 tonnage is available, can the City provide 2018 and 2019 tonnage.

A: Yes please see tonnage below.

		Waste	Recycling	Yard Waste
2019				
	Jan	2807.26	361.43	506.56
	Feb	2588.02	384.07	329.85
	Mar	2222.16	313.31	338.47
	Apr	2419.58	334.44	479.805
	May	2052.47	349.57	411.155
	Jun	3213.03	285.15	256.86
	Jul	2425.01	395.89	396.565
	Aug	3590.30	436.64	558.93
	Sep	3232.15	379.5	651.78
	Oct	3389.27	476.8	687.16
	Nov	3482.30	424.27	498.33
	Dec	3747.88	498.53	359.87
TOTAL		35169.43	4639.60	5475.34
		Waste	Recycling	Yard Waste
2018				
	Jan	2803.23	412.73	381.12
	Feb	2567.53	363.32	440.24
	Mar	2616.49	363.87	497.74
	Apr	2799.29	377.67	502.38
	May	2887.08	704.43	568.40
	Jun	2815.49	323.51	483.54
	Jul	2954.32	325.93	502.28
	Aug	4349.89	342.16	593.58
	Sep	2422.96	304.08	461.55
	Oct	2707.05	418.94	564.74
	Nov	2852.79	382.02	431.70
	Dec	3955.59	416.09	382.46
TOTAL		35731.71	4734.75	5809.70

Q8: Where is the current recycling being brought to today?

A: Hauler has a transfer station and they are responsible for delivering to a duly licensed processor. City has no specific knowledge of which processing facility is currently used.

Q9: In Section 2: General Requirements. E. paragraph two states: Garbage is collected in resident-provided cans or bags. Recyclables are collected in City-provided 18-gallon bins. Currently, the hauler provided the bin is the city intent to change this in the new contract?

A: Under the current contract, recycling bins are provided by the current contractor. Section 2.1 of the RFP should read “Recyclables are collected in City Contractor-provided 18-gallon bins.” As stated in the Sample Contract Section 14.1 – Purchase and Ownership of Containers, under the next contract, the contractor will be responsible for providing replacement bins if necessary.

Q10: The current contract allows customers to rake piles of leafs of yard waste to the curb un-bagged. Does the city instead intend to enforce bagging, bundling of certain yard waste in the next contract?

A: Reference section 6.1 General Requirements for Residential Collection Service. Will be amended to read as follows:

“Yard Waste shall be collected at Curbside once each week. Yard Waste shall be either tied in a bundle, neatly stacked, placed in a can or bag and placed at the Curbside. The limit of material size for Yard Waste is that no piece should exceed five feet in length or six inches in diameter, no can or bag shall exceed fifty (50) pounds in weight, and the total accumulation should not exceed two (2) cubic yards in size.

Q11: Section 4.2 Proposal Description Chapter 1 (e) administrative fines, liquidated damages or other penalties were assessed or were deducted from the Proposer’s payments under a contract with a city, county, or governmental entity for Collection Services and such fines exceeded ten thousand dollars (\$10,000) in one month. How will the city weigh fines or history of fines since one contractor might have over 100 contracts in the state of Florida which might have more fines due to having so many contracts verse another contractor only have three or four contracts?

A: Chapter 2, 5.2 Evaluation for proposal for technical review, points and weighing is described in detail on how everything will be weighed.

Q12: If the City does go with a carting program are they going to allow residents to set things outside of the cart?

A: If Carts are selected, resident will have to place everything in the carts.

Q13: The current yard was limit is 4 Cubic Yards is it’s the cities intent to reduce to 2 cubic yards, does this mean that contractor takes the 2 cubic yards and leaves the remaining and tag the door or take none and tag the pile?

A: The Contractor will have some discretion to determine whether to collect some and tag remaining or take all the material or leave all of the material and tag. The City would prefer the Contractor collect none and tag the pile to educate the resident on the correct requirements.

Q14: The current contract has bulk unlimited does the city instead to enforce the 3 cubic yards for bulk pick up and how will this be determined?

A: Section 6: Scope of Contractor's work: D. is modified as follows (strikethrough text indicates deleted text): "Bulky Items shall be collected at Curbside once each week. ~~Limited to a maximum volume of three (3) cubic yards per Set Out.~~" *[Alternate: once per month limited to a maximum volume of three cubic yards per Set Out]* Will amend limitations but this will be able to be negotiated with awarding hauler.

Q15: Will the city require a dispatch office and equipment office in Flagler County?

A: Reference draft contract Section 7: Storage and office facilities. On and after June 1, 2022, the contractor shall maintain a dispatch office, and equipment yard in Flagler County.

Q16: The RFP states that customers can have extra carts at no cost, an extra costs is not a big deal for two carts for twice a week but if we do once a week service it's a really big deal. Would the city consider limiting the number of extra carts?

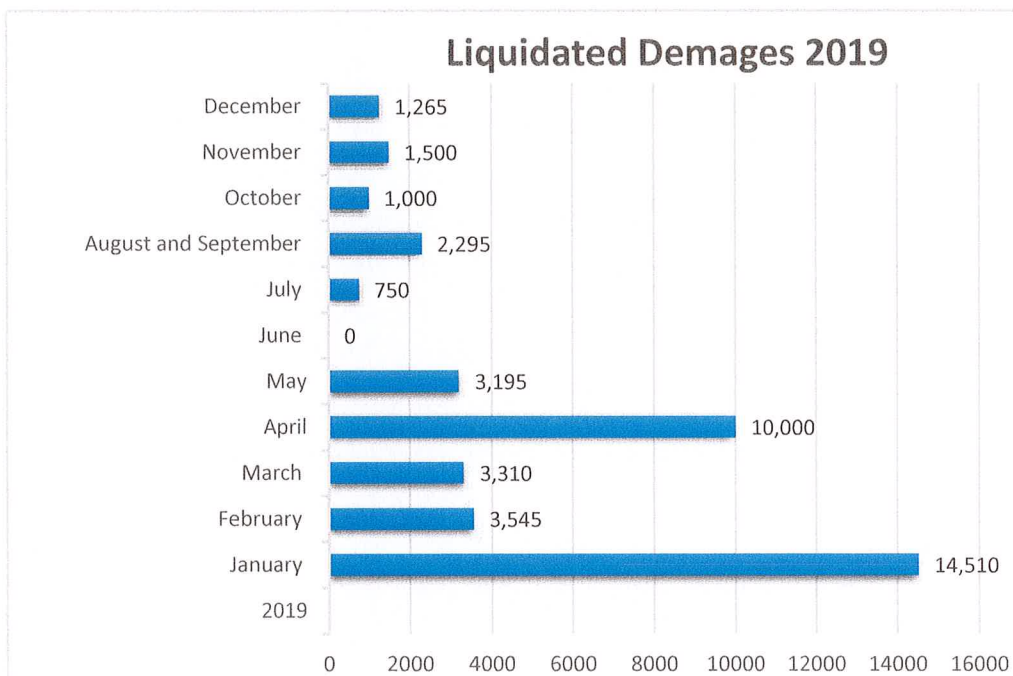
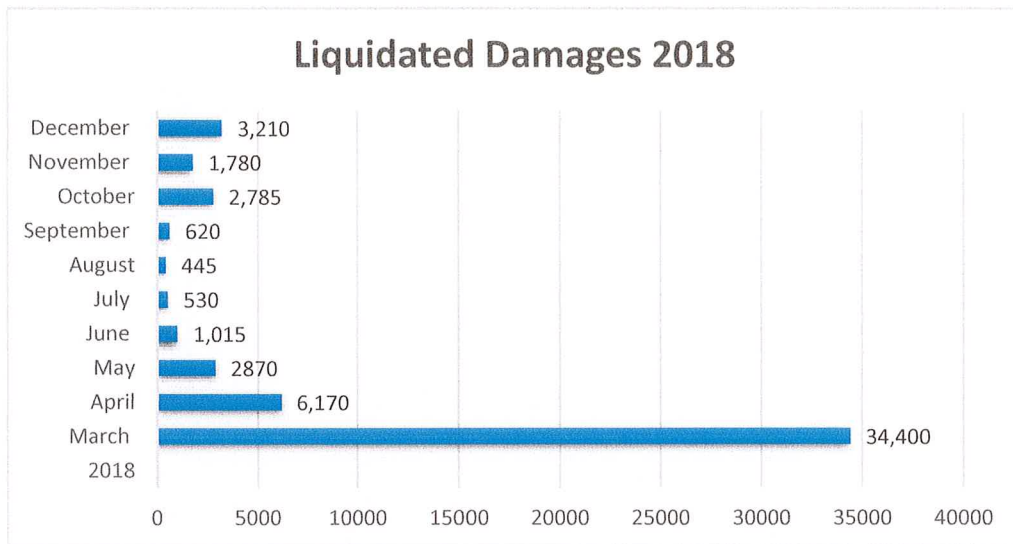
A: Reference Section 14: 24.7: If a Residential Customer wishes to purchase an additional Garbage Cart or Recycling Cart, the Contractor's fee for purchasing and assembling the cart for that Customer shall be Fifty Dollars (\$50.00). The Contractor also may charge an additional fee for delivery services if the Customer requests the Contractor to deliver the Garbage Cart or Recycling Cart to the Premises of the Residential Customer. The delivery fee shall be Twenty-Five Dollars (\$25.00) per delivery (i.e., not per cart)." The City intended for residents to be able to purchase one additional cart for each service; the City is open to negotiating with the winning Proposer an appropriate pricing structure for residents that request more than one additional cart for each service.

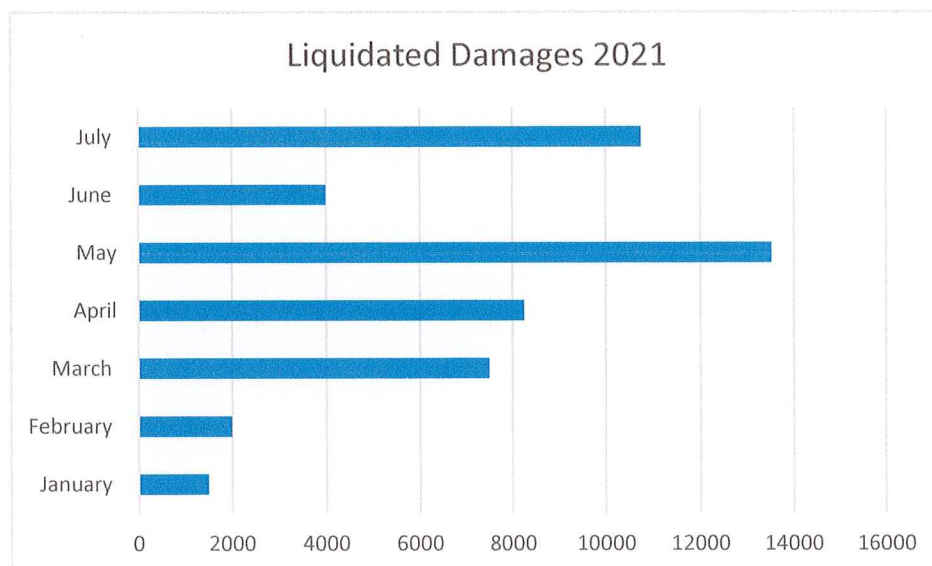
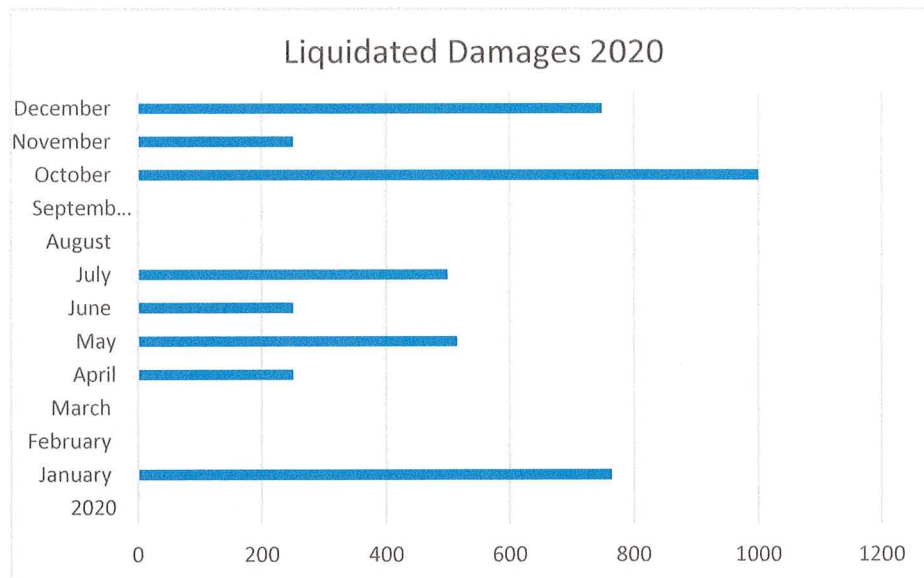
Q16: The city should take in consideration for the term of the agreement and consider extending the term of the contract to a longer timeframe?

A: As noted in the Sample Contract Section 4.2, the new contract will expire on May 31, 2027, unless it is renewed and extended. The new service contract may be extended twice for a one-year renewal term for a total possible term of seven years if both renewal terms are exercised.

Q17: Will the City provide current fines from the past contract timeframe?

A: Below are the yearly liquidated damages





Q18: Could you provide tonnage reports, by day and by truck identification or load identification for the entire year 2019 and 2020, for each waste stream that is tracked (Garbage, Recycling, Yard Waste and Bulk Waste)?

A. See question 6 with 2019 results and RFP has the 2020.

Q19: Can the proposers collect bulk and solid waste within the same truck?

A. Bulk items may be placed in the same vehicle as garbage, at the contractor's discretion.

Q20: Could you please provide the current rates paid to the incumbent?

A. Please see attached monthly invoices.

Q21: Could the City please provide a copy of the current contract, any amendments, and last six months' invoices?

A. Please see attachment.

Q22: Does the City know the current number of residents receiving side-door service for free and how many pay this optional service?

A. Current hauler has 100 back door services and they do not charge for the services.

Q23: Page 14 of the RFP, Chapter 4 of the proposal description. Given that the city is not providing the GIS along with the assessment roll, can we submit the maps after the award of the contract (If we are awarded?)

A. Yes after award of contract is acceptable.

Q24: Page 15 of the RFP, chapter 5 of the proposal description. Could the city change the 9 year old limitation on the trucks to a more standard 10 years old?

A. The city will stay with the 9 year old limitation

Q25: Page 18 of the RFP. Item 4.6. Do we have to submit each chapter as their own file, or can we gather all the chapters in just one file?

A: You will need to update each file for the chapters.

Q26: FORM 13 (page 3 of 5). The pricing forms are requesting both the tipping/processing fees and the generation factors. According to the draft of the agreement, the disposal component of the rate is going to be adjusted if the tipping/processing fee changes during the length of the contract. Could you please confirm that the disposal component of the rate is going to be adjusted also if the generation factor changes during the length of the contract?

A: Generation factors will not change during the term of the contract.

Q27: FORM 13 (page 5 of 5). Could you please provide the amount per household for the current recycling revenue share?

A: Twenty-five cents per household.

Q28: During the pre-bid meeting a question was raised in regards to the location of the Yard. In order to increase competition, we would like to confirm that a current Yard in Volusia County would be a viable option for this contract, given the RFP doesn't requires any specific location.

A: See response to Q15 above.

Q29: Section 14.1 of the draft of the agreement. Due to the current situation of the commodities, we are kindly suggesting to increase the cost of each truck from \$50 to \$75.

A: Yes, the City will increase the one-time cost of purchasing a cart from \$50 to \$75. Section 14.1 and 24.7 of the Sample Contract will be amended to reflect this adjustment.

Q30: Does the City have an inter-local agreement for disposal at any of the contiguous Counties for Disposal of MSW (processed waste), Yard Waste, and recycle?

A: The City does not have any inter-local agreements for disposal or processing. Please refer to Section 22 of the Sample Contract.

Q31: If Flagler County piggybacks this contract, how many dwelling units is there? And when does the current contract expire?

A. See response to Q5 above.



city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

ADDENDUM NO. 2

Project: RFP-CE-21-42 - RESIDENTIAL SOLID WASTE COLLECTION SERVICES

Issue Date: 8/25/2021

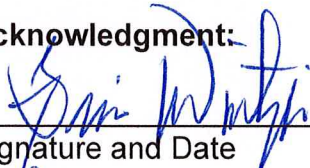
Due Date: 9/16/2021

Intent: This addendum is issued in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents prior to the date bids are due. Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

For your bid to be considered RESPONSIVE, A signed and dated copy of the addendum must be included with the bid submittal.

(See attached documents p1 – p3 for Addendum No 2 Info)

Acknowledgment:



Signature and Date

Brian Winter, RVP

Printed Name and Title

Waste PRO OF FLORIDA, INC

Company Name



please recycle

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city of
PALM COAST

ADDENDUM NO. 2

RESIDENTIAL SOLID WASTE COLLECTION SERVICES

RFP#: RFP-CE-21-42

To: Prospective Respondents

From: Cynthia Schweers, Director of Citizen Engagement

Date: August 25, 2021

This addendum is being issued to respond to the following questions which were either asked during the mandatory pre-proposal meeting regarding the RFP for residential solid waste collection services that was held on August 12, 2021 at 10am or were submitted in writing to the City prior to the questions deadline. Questions asked, and City responses are provided below:

Q1: The Service Contract intended to be awarded through this RFP process generally will maintain the same services as the current contract described above; however, the City is considering different alternatives for the style and frequency of certain Residential Collection Services. Who is providing carts for the residents now; the current contractor or is the resident providing the container?

A: Currently the city is not using the carts, the hauler provides recycling bins to the residents. Residents supply their own garbage cans.

Q2: What factors will be considered when reviewing the alternate bids where the vendor purchases the carts vs the bids where the residents provide the carts?"

A: There is no alternative where residents will "provide carts". Either the vendor will provide the carts (for automated collection) or the residents will continue to provide their own garbage cans (manual) and the vendor will continue to replace recycling bins. Please review the table provided in Section 2.2 of the RFP that provides the style and frequency of service in each of the alternative scenarios.

Q3: Can the bidder propose a change of route including adding Wednesday/Saturdays for garbage pickup?

A. The City does not want to include weekends for regular garbage pickup.

Q4: Will the City increase the length of the contract term to seven years with 2 one-year options to renew?

A: See question 16 on first addendum.

Q5: Should the monthly rates submitted include the 10% franchise fee?

A. Reference Section 25, 25.1 The Franchise Fees for Collection Services shall be ten percent (10%) of the Contractor's total gross billing for all Collection Services provided pursuant to this Service Contract. The City will withhold ten percent (10%) of what is billed to Residential Customers by the City from the Residential Collection Service payments to the Contractor.

Q6: Would the City consider extending the due date of the response to allow vendors to incorporate the responses received from the City?"

A. City will extend the due date to September 16, 2021 2pm

Q7. An initial term of only 5 years with the two (2) one (1) year renewal options at the sole discretion of the Council can only be viewed as a 5 year contract to any hauler wishing to participate. With an age of equipment mandate of no older than 9 years and a short term of 5 years is giving an advantage to the incumbent who already has equipment in place. If the City is looking for multiple competitive bids they should consider changing these terms.

Will the City consider changing the initial term of the agreement to 7 years. With or without any renewal?

A. See response to Q4 above.

Q.8. Will the City change the age requirement on all trucks to 4 years or less?

A. No, the City will maintain the nine years or less requirement.

Q9. Per the addendum, the bidder needs to submit a signed and dated copy of the addendum. Does the city want to the entire addendum with questions, contract and invoices or just the first page?

A: The entire signed and dated Addendum should be submitted.



city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

ADDENDUM NO. 3

Project: RFP-CE-21-42 – RESIDENTIAL SOLID WASTE COLLECTION SERVICES

Issue Date: 9/2/2021

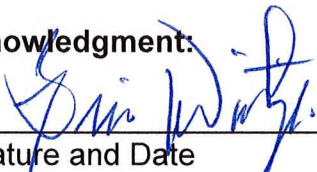
Due Date: 9/30/2021

Intent: This addendum is issued in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents prior to the date bids are due. Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

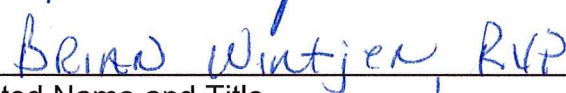
For your bid to be considered RESPONSIVE, A signed and dated copy of the addendum must be included with the bid submittal.

(See attached documents p1 – p25 for Addendum No 3 Info)

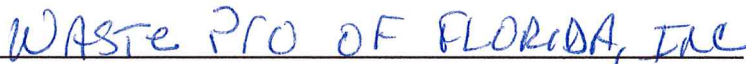
Acknowledgment:



Signature and Date



Printed Name and Title



Company Name



please recycle

palmcoastgov.com



city of
PALM COAST

ADDENDUM NO. 3

RESIDENTIAL SOLID WASTE COLLECTION SERVICES

RFP#: RFP-CE-21-42

To: Prospective Respondents

From: Cynthia Schweers, Director of Citizen Engagement

Date: September 2, 2021

This addendum is being issued to respond to the following questions which were submitted in writing to the City prior to the questions deadline regarding the RFP for residential solid waste collection services. Questions asked and City responses are provided below:

Q1. RFP Page 33, Section 9; Contract Page 38, Section 42: Section 9 of the RFP states that if there is a conflict between the proposal and the RFP, the RFP will control; however, Section 42 of the Contract states that the contract takes priority over any conflict or inconsistency in the RFP materials. Will the City please clarify what document will control after award?

A. The Contract will control after award.

Q2. RFP Page 47, Form 12, Section (f): This form states that a Proposer awarded the contract must provide a parent corporation guarantee. The parent corporation guarantee is also mentioned on RFP Page 37, Form 7, Section (b) – but nowhere else. Will the City please confirm that no parent corporation guarantee is required?

- A. If the Proposer is a wholly owned subsidiary, a parent corporation guarantee will be required of the winning proposer but is not required to be submitted with the proposal.

Q3. Contract Page 6, Section 1.32: Will the City please add language to the defined term “Force Majeure” to include disease/epidemic and governmental orders/actions with respect to such?

- A. The City will add a new subpart (e) to the definition of Section 1.32 Force Majeure as follows:
“(e) epidemic, pandemic, or similar public health crisis for which governmental orders or actions impacts the Contractor’s ability to safely perform the services included in the Service Contract.”

Q4. Contract Page 12, Section 6.4: This section requires Contractor to provide emergency response services for collection of Solid Waste from City Property. Since the definition of Solid Waste contains sludge, biomedical waste, hazardous material, and radioactive waste, will the City please revise or add language to clarify that Contractor will in no event be responsible for collection of those waste streams, or types of Solid Waste that are outside the scope of Contractor’s services under the Contract?

- A. The City will revise Section 6.4 of the Service Contract as follows:
“Contractor shall also provide City emergency response services for collection of Solid Waste, excluding Exempt Waste detailed in Section 10, from City property as directed by the City Manager.”

Q5. Contract Page 14, Section 6.10; Contract Page 16, Section 8.4: Will the City please revise this sections to clarify that Contractor is only responsible for damage caused by Contractor’s negligence/willful misconduct?

- A. No, the City will not modify Section 6.10 or 8.4.

Q6. Contract Page 25, Section 18.5: Will the City please consider revising this section to allow for a longer cure period (for example, 90 days), and to add the concept that the City cannot cancel or terminate the agreement if Contractor’s breach cannot be cured within the specified time period but Contractor is making good faith efforts to cure?

- A. No, the City will not modify Section 18.5 of the Service Contract, as the seven day cure period is from the point “the City through its Contract Manager gives notice of such default”. It is expected that a notice of default would not be the first communication between the Contractor and the City’s Contract Manager if service issues arise.

Q7. Contract Page 25, Section 18.5: Will the City please consider deleting the language allowing it to take possession of Contractor's equipment in the event of cancellation of the Contract?

- A. Yes, the City will modify Section 18.5 of the Service Contract by deleting the following (deletion shown as strikethrough text): ~~"the City may, at no cost to the City or compensation to the Contractor, take over the work and take possession, without further notice to the Contractor and without judicial proceedings, of any and all equipment of the Contractor and operate the same in performance of the work and services described in the Contract for the remaining term of the Contract, or for a period of six (6) months, whichever the City elects or"~~

The remainder of Section 18.5 remains unchanged.

Q8. Contract Pages 29-30, Section 12: Will the City please consider modifying as detailed below:

As new or increases to existing taxes and fees are outside the control of Contractor, will the City please add language to this section to clarify that a rate adjustment based on a change in law resulting in a new tax or fee or an increase to an existing tax or fee may be directly passed through to the City upon verification by the City (but not otherwise subject to approval by the City)?

- A. No, the City will not modify any rate adjustments related to taxes and fees.

Q9. There is no designated date or time period of reference for determining when something was reasonably foreseeable. Will the City please add language to clarify that the determination as to whether something is reasonably foreseeable is made as of the Effective Date?

- A. No, the City will not modify Section 23.5 Extraordinary Rate Adjustment to specify a time period of the effective date, as the nature of this section is to allow the Contractor to petition the City once each operating year for extraordinary circumstances that may arise each contract year.

Q10. Will the City please revise this section to clarify that approved rate adjustments will be made retroactive to the date of the event causing the rate adjustment?

- A. No, Sections 23.4 Rate Adjustments for Changes in Law and Section 23.5 Extraordinary Rate Adjustments will not be modified to make new rates retroactive.

Q11. Will the City add a time period within which it will approve or deny a rate adjustment request?

- A. No, the City will not modify Sections 23.4 or 23.5 to add a specific time period, as the timing may be dependent on the nature of the request and time required for the City Manager to review the request prior to making a recommendation to Council. Note that each of these sections states the review will be conducted "in a timely manner".

Q12. As the City is not obligated to approve a rate adjustment request, if the rate adjustment request is not approved by the City, what is Contractor's recourse or remedy? Can Contractor have the ability to terminate the contract if the request is not approved?

- A. Should City reject the adjustment request, City will provide a justification and will attempt good faith negotiations for a more mutually acceptable adjustment. Should the parties not be able to come to agreement on the adjustment within 30 days of the initial request, Contractor may terminate the contract upon written notice. Such written Notice of Termination must provide for termination no earlier than 180 days from the Notice of Termination.

Q13. Contract Page 32, Section 24.5: Will the City please delete the language stating that the City will not make any adjustments for underpayments that occurred more than three months before Contractor notified the City of such? In the alternative, will the City please consider revising so that a longer time period is provided (for example, one year)?

- A. City will revise three months to six months.

Q14. Contract Page 34, Section 32: Will the City please consider adding language clarifying that Contractor will not be required to indemnify the City to the extent claims arise out of the City's negligence or willful misconduct?

- A. No change

Q15. The contract does not allow Contractor any right to terminate the contract if the City breaches the contract. Will the City please add language giving Contractor the right to terminate the contract in the event the City materially breaches the contract and does not cure following written notice of such material breach and a designated time period to cure such breach?

- A. No change

Q16. Will the City extend the RFP submittal date to September 30, 2021?

- A. Yes the City will extend the RFP date to September 30, 2021

Q17. Will the City amend the CPI to the Garbage and Trash Index, Water Sewer Trash Index, or fixed 3% annual increase? The cost associated with a solid waste and recycling hauling operation never decrease therefore we ask the city to please amend/delete the rollback CPI clause.

- A. No Change.

Q18. Will the City amend the requirement for having a hauling facility in Flagler County so a hauler can operate from outside the county?

- A. We will make this a preference rather than a requirement. However, if the Proposer does not have a facility in Flagler County, the Proposer must provide a plan for opening a satellite location within the County for storage of carts (should residential customers choose to pick up a cart), if applicable. A local phone number to receive customer service calls must be provided. The timing for implementation of a satellite location shall be included in the proposal and shall be considered a material breach if not fulfilled in accordance with the proposed plan.

Q19. Referenced a facility outside of Flagler County in adjacent Volusia County. The original release of the RFP made no mention or requirements on where the facility is located. To promote competition within the market and to keep pricing as competitive as possible, we respectfully request that a contiguous County be acceptable for a facility and equipment yard.

- A. See Q18.

Q20. Will the City delete the requirement of submitting liquidated damages? Reasoning for this request is all the haulers have received LDs.

- A. No, the City will not delete the requirement to submit liquidated damages. Note that the City is not requiring all liquidated damages be reported as part of Chapter 2, part e. The City requires “administrative fines, liquidated damages or other penalties were assessed or were deducted from the Proposer’s payments under a contract with a city, county, or governmental entity for Collection Services and such fines exceeded ten thousand dollars (\$10,000) in one month.”

Q21. Will the City amend the age of fleet to 10 years?

- A. No, the City will keep the age requirement for vehicles at nine years old, as calculated from the model year of the vehicle. (See Section 15.5 of the Service Contract).

Q22. Due to the significant amount of recycle bins that the current contractor has had to replace over the current contract period, will the City consider having the residents’ pay for additional bins under the new contract.

- A. No, the Contractor shall be responsible for providing new Recycling Bins to New Customers and replacing damaged Recycling Bins, as described in Section 14.3 of the Service Contract.

Q23. Under the new contract the CPI is capped at 4%. Current CPI’s are running at 5+%. This is not sustainable. Will the City consider using the Water/Sewer/Trash CPI index which more closely reflects this industry?

- A. See Q17 response.

Q24. Will the City please provide a copy of the Presentation made by staff at the April 13, 2021 Council meeting, at which council discussed options for waste collection and reviewed responses from customer survey?

- A. Yes, see attached PDF of the presentation given to Council on April 13, 2021. The attachment does not need to be returned with the signed addendum.

Q25. Will the City please provide a copy of the Solid Waste survey as referenced in the April 13, 2021 Council meeting along with the results as mentioned?

- A. Yes, see attached PDF containing the survey questions as well as the results presented to Council on April 13th. The attachment does not need to be returned with the signed addendum.

Q26. Addendum 1, Pg. 4, Q13, A: Please clarify: “contractor will have some discretion to determine whether to collect some and tag some and tag remaining.” This causes confusion under the current contract and can also create unnecessary fines.

- A. This question is related to the 2 cubic yard limit on yard waste set out by residents per weekly collection. If a resident sets out more than 2 cubic yards of yard waste, the City would prefer the Contractor collect none and tag the pile to educate the resident on the correct requirements.

Q27. Proposal Manual, Page 9-10, Section 3.18, Selection and Award, states: “The right is reserved to make a separate award of each item, group of items or all items...” Is it the City’s intent to make more than one award within this RFP as indicated in this section?

- A. No, the City does not intend to award to more than one winning proposer.

Q28. Draft Contract, Page 16, 8.4, add due to contractor negligence. We cannot be responsible for road damage due to weight of vehicle.

- A. The City will replace 8.4 as written with the following:

8.4 Damaged Property Restoration

For any damaged property for which the Contractor is responsible under Section 6.10 Protection of Private and Public Property, the Contractor shall, before the end of the next business day, complete any repair and/or replacement needed, to restore the property to at least as good as condition as it was in before damage. If not feasible to accomplish the restoration by the end of the next business day, such work shall be completed within a reasonable time, as established by the Contract Manager. Failure to do so within the time period prescribed above shall entitle and authorize the City to make such repairs/replacement and deduct the reasonable cost thereof, plus ten percent (10%) thereof for administrative expenses, from the next payment due to the Contractor.

Q29. Draft Contract, Pg. 36, 34.1 if extend under current terms and conditions (need CPI for those 6 months)

- A. 34.1 will be modified to reference the then current Rates “which may be modified by an annual CPI adjustment.”

Q30. Form 12, Certification of Cost, calls for signatures of President and Secretary of corporation. Will authorized signatory be acceptable?

A. Yes, authorized signatory is acceptable as long as a copy of the appropriate documents evidencing legal binding authority to sign on behalf of the Proposer is furnished to the City as part of the proposal.

Q31. The current bond for The City of Palm Coast, FL was recently replaced with the bond attached for the final year of this contract. In the RFP, the performance bond draft form is shown. Will the City still accept the sureties annualized bond form instead if Waste Pro is re-awarded the contract?

A. If the current vendor is awarded the new contract, the current vendor can continue the existing bond.

Q32. Addendum 1, Q10, Answer states: "Yard Waste...shall be either tied in a bundle, neatly stacked, placed in a can or bag and placed at the Curbside." Please clarify "neatly stacked" and what type of yard waste this refers to.

A. Neatly stacked yard waste could include small limbs or palm fronds, as two examples.

Q33. Draft Contract, Page 6, Section 1.32, Force Majeure, Will the City add the word "Pandemic" to this Section?

A. See response to Q3 above.

Q34. Draft Contract, Page 16, Section 8.4, Miscellaneous, "...repair all damage to property..." Will the City add "due to Contractor negligence" as Contractor cannot be responsible for road damage due to weight of vehicles.

A. See response to Q28 above.

Q35. Draft Contract, Page 29, Section 23.2, "CPI Adjustment not to exceed 4%", current CPI's are running at 5+%. Will the City remove the 4% cap?

A. See Q17

Q36. Will the City change the CPI adjustment date from October to the annual contract date of June 1?

A. No change. The City uses its fiscal year for timing. October 1st is the start of each new fiscal year.

Q37. Would a separate private contractor/vendor completing cart Assembly & Distribution have to be listed as a subcontractor?

A. Yes.

Q38. Draft Contract, Page 36, Section 34.1, Will the City include CPI for the six (6) months of extension under this Section?

- A. See response to Q29.

Q39. Please clarify if bidder should include 10% Franchise Fee in pricing on the Pricing Schedule.

- A. Every month, the City will deduct 10% from the Contractor's invoice. Therefore, the Proposers should account for this in their pricing but not include it as a separate item on Form 13 - Rates for Residential Collection Service.

Q40. Addendum #2, Q9, Answer states: "The entire signed and dated Addendum should be submitted." Including the entire Addendum 1, with questions, contract and invoices may be a larger file than can be uploaded to the Bonfire system in one file. Can just the signed Addendum with Questions and Answers be submitted, without the attached Contract and invoices?

- A. Yes, we will accept the signed Addendum 1 with Questions and Answers, and without the attachments (contract and invoices) as complete.

Q41. Are we able to use the City of Palm Coast as a reference?

- A. References should be from other customers, not from Palm Coast.

Q42. Proposal Manual Pg. 13, Section 4.2, Chapter 2, Section (e): Is the City referring to cases related to proposers' performance under Contracts for Collection Services or as to all parts of Proposer's business dealings, such as workers compensation, other civil cases, collection cases, etc.? Alternatively, will the city change the wording to limit the request as related to performance under contracts for collection services?

- A. The requirement is limited to performance under collection services contracts with government entities. As stated in Chapter 2, Section (e), in relevant part: "if such proceeding arises from or is related to a dispute concerning the Proposer's rights, remedies or duties under a contract with a city, county, or other governmental entity for Collection Services"