



ELECTRONIC COPY



CITY OF KEY WEST, FLORIDA



Submitted in response to:
INVITATION TO BID (ITB) #14-009
FOR SOLID WASTE COLLECTION AND PROCESSING SERVICES

Due Date and Time:
March 5, 2014 @ 3:00pm

Submitted by:
Waste Management Inc. of Florida
Greg Sullivan, Sr. District Manager
125 Toppino Industrial Blvd
Key West, FL 33040
(305) 434-9140 - Phone | (305) 296-8175 - Fax



Waste Management Inc. of Florida
2700 Wiles Road
Pompano Beach, FL 33073
(954) 984-2000 – Phone
(954) 984-2058 – Fax
THawkins@wm.com - Email

February 26, 2014

Ms. Cheri Smith
City Clerk
City of Key West
3126 Flagler Avenue
Key West, FL 33040

RE: ITB #14-009 for Solid Waste Collection and Processing Services
Due: February 26, 2014 at 3:00pm

Dear Ms. Smith:

Waste Management Inc. of Florida (WMIF) is pleased to provide the required documentation and information outlining our ability and commitment to continue providing the level of service the City of Key West desires, as described in the referenced ITB.

Waste Management, as the City's provider for over 14 years under the current franchise, has the experience needed with the City's residents and its unique requirements. Our history of service and communication with residents and the City staff is unparalleled. It cannot be understated how deeply Waste Management understands that the expectations of the Key West's residents must be met, each and every day.

Waste Management's Florida Area provides collection, recycling, transfer and disposal service to municipal, commercial, industrial and residential customers throughout the State of Florida and a portion of South Georgia. Our 3,500 employees operate 18 hauling facilities, 15 landfills, 21 transfer stations, 4 Material Recovery Facilities (with a 5th under development in Brevard County), 2 C&D recycling centers, 2 organics recycling facilities and 3 waste-to-energy plants. As one of the nation's leading environmental services provider, we are proud to provide our customers with safe, professional service every day. We are also committed to enhancing the communities where we work and live, as well as acting as stewards for the environment.

The Waste Management service and administration office for this agreement is located at 125 Toppino Industrial Blvd., Mr. John Albert; Government Affairs Director is authorized to make representations for WMIF. If there are any questions or items requiring clarification, please do not hesitate to contact Mr. Albert by phone at (954) 984-2067 or by email at jalbert@wm.com.

City of Key West, Florida
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Please accept this letter as Waste Management's formal statement, that the requirements of this project as described in the ITB, have been reviewed and that Waste Management has conducted all necessary due diligence to confirm material facts upon which the bid is based.

We look forward to continuing our partnership with the City of Key West. Should you have any questions, please feel free to contact me at (954) 984-2000 or by email at thawkins@wm.com.

Best regards,



Timothy B. Hawkins, President
Waste Management Inc. of Florida

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we,

WASTE MANAGEMENT INC. OF FLORIDA
125 Toppino Industrial Road, Key West, FL, 33040

as Principal, hereinafter called the Principal, and

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
One Tower Square, Hartford, CT, 06183

a corporation duly organized under the laws of the state of CT,

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

CITY OF KEY WEST
3126 Flagler Avenue, Key West, FL, 33040

as

Obligee, hereinafter called the Obligee, in the sum of Fifty Thousand and No/100
Dollars (\$ 50,000.00), for the payment of which sum well and truly to be made, the
said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for

ITB# 14-009 - Solid Waste Collection and Processing Services

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

Signed, sealed and executed this 26th day of February, 2014.

WASTE MANAGEMENT INC. OF FLORIDA

Principal

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Surety

By: [Signature]

Lupe Tyler, Attorney-in-Fact

By: [Signature]

Jennifer Copeland Attorney-In-Fact

Witness: [Signature]

Vanessa Dominguez

Witness: [Signature]

Wendy Stuckey

Florida Countersignature: Non-Resident Agent

[Signature]
Michael John Herrod



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226556

Certificate No. 005603175

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael J. Herrod, Wendy W. Stuckey, Lupe Tyler, Margaret Buboltz, Lisa A. Ward, Nancy Thomas, Donna L. Williams, Jennifer Copeland, David Wightman, Stephanie Wiggins, and Stephenie Whittington

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 16th day of August, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 16th day of August, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of February, 2014


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that each of the entities listed on Exhibit A attached hereto (individually, the "Corporation"), has constituted and appointed and does hereby constitute and appoint Margaret Buboltz, Jennifer S. Copeland, Vanessa Dominguez, Michael J. Herrod, Wendy W. Stuckey, Nancy Thomas, Lupe Tyler, and Stephenie Whittington of Aon Risk Services Southwest, Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, including lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of contractors in connection with bids, proposals or contracts.

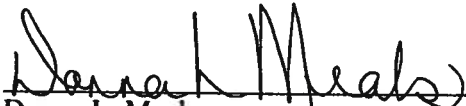
The foregoing powers granted by the Corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.


The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by its Vice President and Treasurer and its corporate seal to be hereto affixed this 20th day of February, 2014.

Witness:

Waste Management, Inc.


Donna L. Meals
Director, Financial Assurance


Devina A. Rankin
Vice President and Treasurer

BID FORM

1. Name of Bidder: Waste Management Inc. of Florida
2. Federal Tax ID Number: 59-1094518
3. Contact Person: John Albert
4. Business Address(es): WM of the Florida Keys
125 Toppino Industrial Blvd
Key West, FL 33040
5. Principal Address, if different: Waste Management Inc. of Florida
2700 Wiles Road
Pompano, FL 33073
6. Telephone: (954) 984-2067 Cell: (954) 444-7469 Fax: (954) 984-2057
7. E-mail Address: j.albert@wm.com Web Site URL: www.wm.com
8. Business has been in operation under its present name since: March 30, 1964
9. DEVIATION(S): Any representation of deviation(s) below may cause this Bid to be rejected by the City of Key West. The following represents every deviation (itemized by number) to the Invitation to Bid or Draft Contract upon which this Bid is based:
None

By signing this Bid, the undersigned affirms that all information provided by the Bidder in the entire submission is true and accurate, and said Bid is made without any collusion or fraud. The undersigned understands that this Bid must be signed in ink and that an unsigned Bid will be considered incomplete and subject to rejection by the City of Key West. Prices provided by the Bidder are held for 180 days from the date of the bid opening.

IN WITNESS WHEREOF, this Bid is hereby signed and sealed as of the date indicated.

ATTEST:

Witness

RONALD KAPLAN
(Printed name of Witness)

BIDDER:

BY: [Signature] (SEAL)
(Authorized Signature in Ink)

Timothy B. Hawkins, President
(Printed Name of Signer, Title)

1-21-14 (DATE SIGNED)

Submittal Checklist:

- | | |
|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Transmittal Letter | <input checked="" type="checkbox"/> Anti-Kickback Affidavit |
| <input checked="" type="checkbox"/> Bid Bond | <input checked="" type="checkbox"/> Indemnification Form |
| <input checked="" type="checkbox"/> Bid Form | <input checked="" type="checkbox"/> Local Vendor Certification |
| <input checked="" type="checkbox"/> Price Form | <input checked="" type="checkbox"/> Public Entity Crimes Statement |
| <input checked="" type="checkbox"/> Minimum Qualifications & Reference Form | <input checked="" type="checkbox"/> Equal Benefits for Domestic Partnerships Affidavit |
| • Florida Recovered Materials Dealer Certification | <input checked="" type="checkbox"/> Cone of Silence Affidavit |
| • Senior Management Team Resumes | |
| • Satisfactory Past Performance Declarations | |
| • Financial Capability Documentation | |
| • Additional Documentation (if necessary) | |

**PRICE FORM
SUMMARY**

Bidder Name: Waste Management Inc. of Florida

Bidders should complete **all boxes on this spreadsheet**. Prices are for collection only; the City will set disposal rates. Please round unit prices to the nearest whole cent. If errors in multiplication or addition occur, unit prices shall prevail. Please note the unit numbers used on the following pages are estimates and subject to change.

COLLECTION SERVICES		Annual Totals
1	Residential Collection Option 1 (1-1-1) (Page 2 Line 11)	\$ 2,215,954.68
2	Residential Collection Option 2 (2-1-1) (Page 2 Line 12)	\$ 2,711,770.52
3	Commercial Collection (Page 3, Line 25)	\$3,186,112.80

ADDITIONAL SERVICES		Annual Totals
4	Public Containers (Page 4 Line 4)	\$ 183,314.88
5	Yard Waste Processing (Page 4 Line 5)	\$ 307,200.00

RECYCLING REVENUE		Annual Totals
6	Program Recyclables (Page 5 Est. revenue (\$) per Ton) x Est. 3,000 TPY	\$0.00
7	White Goods (Page 5 Est. revenue (\$) per Ton) x Est. 10 TPY	\$0.00

TRANSFER STATION SERVICES		Annual Totals
8	Transfer Station Services (Page 4 Line 6)	\$ 853,464.00

TOTAL ANNUAL PRICE <u>WITHOUT</u> TRANSFER STATION SERVICES		
9	SERVICE OPTION 1 (1-1-1) (Σ Lines 1,3,4,5) -(Line 6) - (Line 7)	\$5,892,582.36
10	SERVICE OPTION 2 (2-1-1) (Σ Lines 2,3,4,5) -(Line 6) - (Line 7)	\$6,388,398.20

TOTAL ANNUAL PRICE <u>WITH</u> TRANSFER STATION SERVICES		
11	SERVICE OPTION 1 (1-1-1) (Σ Lines 1,3,4,5,8) -(Line 6) - (Line 7)	\$6,746,046.36
12	SERVICE OPTION 2 (2-1-1) (Σ Lines 2,3,4,5,8) -(Line 6) - (Line 7)	\$7,241,862.20

PRICE FORM
RESIDENTIAL COLLECTION SERVICES

Bidder Name: Waste Management Inc. of Florida

Bidders should complete **all boxes on this spreadsheet**. Prices are for collection only; the City will set disposal rates. Please round unit prices to the nearest whole cent. If errors in multiplication or addition occur, unit prices shall prevail. Residential Collection includes curbside and non-curbside units, and NAS housing. Please note the unit numbers are estimates and subject to change.

	Residential Service Option 1 (Status Quo)	Monthly Fee/ Unit (a)	Residential Units (b)	Monthly Totals (a) x (b)
1	Solid Waste Collection, includes on-call Bulk Waste Collection (1x week)	\$ 8.52	13,639	\$ 116,204.28
2	Recycling Collection (1x week)	\$ 2.46	13,639	\$ 33,551.94
3	Yard Waste Collection (1x week)	\$ 2.53	13,639	\$ 34,506.67
4	Total Fee per Unit	\$ 13.51	13,639	\$ 184,262.89

	Residential Service Option 2 (2-1-1)	Monthly Fee/ Unit (a)	Residential Units (b)	Monthly Totals (a) x (b)
5	Solid Waste Collection, includes on-call Bulk Waste Collection (2x week)	\$11.55	13,639	\$157,530.45
6	Recycling Collection (1x week)	\$ 2.46	13,639	\$ 33,611.95
7	Yard Waste Collection (1x week)	\$ 2.53	13,639	\$ 34,438.48
8	Total Fee per Unit	\$16.54	13,639	\$225,580.88

	Special Services	Fee/ Cubic Yard (a)	Est. Cubic Yards/Mo. (b)	Monthly Totals (a) x (b)
9	Yard Waste Clean-up	\$20.00	10	\$200.00
10	Bulk Waste Clean-up	\$20.00	10	\$200.00

11	SERVICE OPTION 1 ANNUAL TOTAL (Σ Monthly Totals Lines 4, 9, & 10) x (12 months/year)	\$2,215,954.68
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12	SERVICE OPTION 2 ANNUAL TOTAL (Σ Monthly Totals Lines 8, 9, & 10) x (12 months/year)	\$2,711,770.52
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**PRICE FORM
COMMERCIAL COLLECTION SERVICES**

Bidder Name: **Waste Management Inc. of Florida**

Bidders should complete **all boxes on this spreadsheet**. Prices for Carts and non-compaction Containers are for collection services and providing and maintaining Containers. Prices for compaction and roll-off Containers are broken out into collection services and Container rental/maintenance. The City will set all disposal rates. **Rates for multiple pickups per week shall not exceed the monthly fee for once per week service multiplied by the number of pickups per week.** Please round unit prices to the nearest whole cent. If errors in multiplication or addition occur, unit prices shall prevail. Please note that unit numbers are estimates for bid purposes only, and subject to change.

Pickups/Week			1		2		3		4		5		6		7		Extra Pickup		Monthly Total (a x b) + (c x d) + (e x f) + (g x h) + (i x j) + (k x l) + (m x n) + (o x p)
Container			Monthly Fee (a)	Units (b)	Monthly Fee (c)	Units (d)	Monthly Fee (e)	Units (f)	Monthly Fee (g)	Units (h)	Monthly Fee (i)	Units (j)	Monthly Fee (k)	Units (l)	Monthly Fee (m)	Units (n)	Per Pickup (o)	PU/ Mo. (p)	
NON-COMPACTION																			
1	18 gal Bin (Recycling only)	Collection, Rental & Maintenance	\$ 2.44	71	\$ 4.83	0													\$ 173.24
2	35 gal Cart		\$ 9.81	201	\$ 16.86	381	\$ 23.92	34	\$ 30.97	6	\$ 38.03	0	\$ 45.08	0	\$ 52.14	7	\$ 1.63	60	\$ 9,857.35
3	65 gal Cart		\$ 17.63	15	\$ 32.52	111	\$ 47.40	5	\$ 62.29	7	\$ 77.17	1	\$ 92.05	3	\$ 106.94	29	\$ 3.44	3	\$ 8,012.10
4	95 gal Cart		\$ 23.92	247	\$ 45.08	247	\$ 66.25	32	\$ 87.41	5	\$ 108.58	7	\$ 129.74	7	\$ 150.91	28	\$ 4.88	71	\$ 25,840.25
5	1 cy		\$ 39.36	39	\$ 74.68	21	\$ 108.07	0	\$ 142.72	1	\$ 176.76	0	\$ 210.14	1	\$ 242.80	3	\$ 9.87	30	\$ 4,480.68
6	2 cy		\$ 78.71	57	\$ 149.36	92	\$ 216.14	32	\$ 285.44	0	\$ 353.52	0	\$ 420.27	0	\$ 485.60	0	\$ 19.74	27	\$ 25,677.05
7	4 cy		\$157.42	44	\$298.73	24	\$ 432.27	10	\$ 570.88	2	\$ 707.04	2	\$ 840.54	1	\$ 971.19	0	\$ 39.48	6	\$ 22,051.96
8	6 cy		\$236.13	19	\$448.09	10	\$ 648.41	23	\$ 856.32	4	\$1060.56	1	\$1260.81	1	\$1456.79	0	\$ 59.21	2	\$ 29,745.87
9	8 cy		\$314.85	12	\$597.45	14	\$ 864.54	8	\$1141.76	3	\$1414.08	1	\$1681.08	1	\$1942.38	0	\$ 78.95	0	\$ 25,579.26
10	10 cy		\$393.56	1	\$746.82	1	\$1080.68	0	\$1427.20	0	\$1767.59	0	\$2101.35	0	\$2427.98	0	\$ 98.69	0	\$ 1,140.38
COMPACTION (C), ROLL OFFS COMPACTION & NON-COMPACTION (NC)																			Monthly Total (a x b) + (c x d) + (e x f) + (g x h) + (i x j)
Pickups/Week				1		2		3		4									
Container		Monthly Rental & Maintenance (a)	Units (b)	Monthly Collection Fee (c)	Units (d)	Monthly Collection Fee (e)	Units (f)	Monthly Collection Fee (g)	Units (h)	Monthly Collection Fee (i)	Units (j)								
11	4 cy (C)	\$ 327.26	1	\$ 336.62	1	\$ 644.51	0	\$ 929.85	0	\$1227.48	0	\$ 663.88							
12	6 cy (C)	\$ 327.26	1	\$ 504.95	1	\$ 966.74	0	\$1394.76	0	\$1841.20	0	\$ 832.21							
13	8 cy (C)	\$ 327.26	1	\$ 673.41	1	\$1288.99	0	\$1859.68	0	\$2454.93	0	\$ 1,000.67							
14	10 cy Roll Off (C)	\$ 640.84	4	\$1601.09	4	\$3061.23	0	\$ 4410.62	0	\$5820.43	0	\$ 8,967.72							
15	15 cy Roll Off (C)	\$ 640.84	17	\$1627.70	16	\$3114.45	1	\$ 4490.46	0	\$5926.87	0	\$ 40,051.93							
16	20 cy Roll Off (C)	\$ 640.84	15	\$1654.31	15	\$3167.67	2	\$ 4570.30	1	\$6033.32	0	\$ 45,332.89							
17	30 cy Roll Off (C)	\$ 640.84	2	\$1707.53	2	\$3274.12	1	\$ 4729.97	0	\$6246.22	0	\$ 7,970.86							
18	40 cy Roll Off (C)	\$640.84	1	\$1760.76	1	\$3380.57	0	\$4889.64	0	\$6459.11	0	\$ 2,401.60							
19	10 cy Roll Off (NC)	\$150.00	1	\$ 866.00	1	\$1714.68	0	\$2554.70	0	\$3420.70	0	\$ 1,016.00							
20	15 cy Roll Off (NC)	\$150.00	1	\$ 887.65	1	\$1757.55	0	\$2618.57	0	\$3506.22	0	\$ 1,037.65							
21	20 cy Roll Off (NC)	\$150.00	1	\$ 974.25	1	\$1929.02	0	\$2874.04	0	\$3848.29	0	\$ 1,124.25							
22	30 cy Roll Off (NC)	\$150.00	1	\$1060.85	1	\$2100.48	0	\$3129.51	0	\$4190.36	0	\$ 1,210.85							
23	40 cy Roll Off (NC)	\$150.00	1	\$1190.75	1	\$2357.69	0	\$3512.71	0	\$4703.46	0	\$ 1,340.75							
24	MONTHLY TOTAL FOR COMMERCIAL COLLECTION SERVICES (Σ Monthly Totals Lines 1 through 23)																\$ 265,509.40		
25	ANNUAL TOTAL FOR COMMERCIAL COLLECTION SERVICES (Line 24) x (12 months)																\$ 3,186,112.80		

**PRICE FORM
ADDITIONAL SERVICES**

Bidder Name:

Waste Management Inc. of Florida

Bidders should complete **all boxes on this spreadsheet**. Please round unit prices to the nearest whole cent. If errors in multiplication or addition occur, unit prices shall prevail. Please note the unit numbers are estimates and subject to change.

	Public Containers	Fee/Container/ Pickup (a)	Containers (b)	Monthly Total (a) x (b) x (7 days) x (4.33 weeks)
1	Collection of Public Containers (Assumes 1 pickup per Container per day)	\$1.26	1 400	\$15,276.24

	Yard Waste Processing Services	Fee/Ton (a)	Est. Tons/Mo. (b)	Monthly Total (a) x (b)
2	Yard Waste	\$64.00	400	\$ 25,600.00

	Transfer Station Services (OPTIONAL)	Fee/Ton (a)	Est. Tons/Mo. (b)	Monthly Total (a) x (b)
3	Acceptable Waste	\$16.54	4,300	\$71,122.00

4	PUBLIC CONTAINERS ANNUAL TOTAL (Monthly Total Line 1 x 12 months/year)	\$183,314.88		
5	YARD WASTE PROCESSING ANNUAL TOTAL (Monthly Total Line 2 x 12 months/year)	\$307,200.00		
6	TRANSFER STATION SERVICES ANNUAL TOTAL (Monthly Total Line 3 x 12 months/year)	\$853,464.00		

**PRICE FORM
RECYCLABLES REVENUE**

Bidder Name:	Waste Management Inc. of Florida
PROGRAM RECYCLABLES	

Bidders should complete **all boxes** on this spreadsheet. Please round unit prices to the nearest whole cent. If errors in multiplication or addition occur, unit prices shall prevail. The Contractor shall remit payment to the City monthly for all Program Recyclables collected from Residential and Multifamily Customers, City facilities, and public areas based on the inbound Tons of Program Recyclables as measured by the facility scales at which the Recyclables are initially received. Commercial Recyclables collected with Program Recyclables shall thereby be considered Program Recyclables. Revenue payment per Ton shall be calculated as follows:

- The Contractor shall calculate the Average Market Value (AMV) of the Program Recyclables **each month**, defined as the sum of the Southeast USA regional average commodity prices (U.S. Dollars per Ton) first posted in the month for which payment is being made in RecyclingMarkets.net multiplied by the composition percentages as defined in the table below. For illustrative purposes, the table calculates the AMV based on the commodity prices first posted in December 2013.

AMV Calculation					
Material	Index Description	Index Value	Market	Material %	Average
Newspaper	PS 8 baled, F.O.B. seller's dock	62.5	\$62.50	19.40%	\$12.13
Corrugated containers	PS 11 baled, F.O.B. seller's dock	110	\$110.00	10.20%	\$11.22
Mixed paper	PS 1 baled, F.O.B. seller's dock	52.5	\$52.50	24.40%	\$12.81
Aseptic Cartons	PS 52 baled, F.O.B. seller's dock	0	\$0.00	0.40%	\$0.00
Aluminum cans	Cents/lb., sorted, baled and delivered	67.5	\$1,350.00	2.00%	\$27.00
Steel cans	\$/Ton, sorted, baled and delivered	115	\$115.00	3.00%	\$3.45
PET	Cents/lb., baled and picked up	16.5	\$330.00	5.20%	\$17.16
Natural HDPE	Cents/lb., baled and picked up	36	\$720.00	2.50%	\$18.00
Colored HDPE	Cents/lb., baled and picked up	26	\$520.00	2.60%	\$13.52
Plastics #3-7	Commingled #3-7, cents/lb., baled & picked up	0.25	\$5.00	2.50%	\$0.13
Bulky Mixed Rigid	Cents/lb., baled and picked up	0.25	\$5.00	1.30%	\$0.07
Glass (3 Mix)	\$/Ton, delivered	-10	(\$10.00)	22.50%	(\$2.25)
Contamination	N/A (market value shall remain fixed at 0)	N/A	\$0.00	4.00%	\$0.00
				100.00%	\$113.24

- A Contractor's Fee of eighty dollars (\$80.00) per Ton shall be deducted from the AMV.
- The Contractor shall pay the City a percentage of the remaining amount for each Ton of inbound Program Recyclables collected during that month.
- If the AMV is less than the Contractor's Fee, the Contractor shall make no payment to the City and the City shall make no payment to the Contractor. At no time shall the City make payment to the Contractor for accepting, processing, or marketing Program Recyclables, regardless of the AMV.

Program Recyclables revenue calculation for bid evaluation purposes (based on December 2013 AMV):

Revenue per Ton	=	(\$113.24 - \$80.00)	x	0 %	=	\$
		AMV - Contractor's Fee		Revenue Share		per Ton

WHITE GOODS

The Contractor shall remit payment to the City monthly for all White Goods delivered to the Transfer Station based on the inbound Tons of White Goods as measured by the Transfer Station scales. Revenue payment per Ton shall be calculated as follows:

- The Contractor shall utilize the Market Value of White Goods, defined as the Southeast USA regional average commodity price (U.S. Dollars per Ton) for White Goods, first posted in the month for which payment is being made in RecyclingMarkets.net.
- Contractor shall pay the City a percentage for each Ton of inbound White Goods received at the Transfer Station that month.
- At no time shall the City make payment to the Contractor for accepting, processing, or marketing White Goods, regardless of the AMV.

White Goods revenue calculation for bid evaluation purposes (based on December 2013 AMV):

Revenue per Ton	=	\$125.00	x	0 %	=	\$
		Market Value		Revenue Share		per Ton

**PRICE FORM
RECYCLABLES REVENUE**

Bidder Name:

Waste Management Inc. of Florida

BIDDER ACCEPTS AND ACKNOWLEDGES THE FOLLOWING:

1. The material percentages used for calculating the AMV are best estimates of the composition of Program Recyclables as delivered to the Transfer Station or other facility for transfer (inbound Program Recyclables). Because different processors use different equipment and technologies, they will have varying amounts of processing residue. Therefore, the material percentages do not attempt to estimate or include processing residue. Bidder has utilized its industry knowledge and experience processing materials similar to Program Recyclables as defined herein in evaluating the accuracy of these percentages and developing its bid.
2. The material percentages used for calculating the AMV shall be revised only upon completion of a Program Recyclables composition study that meets the requirements specified herein.
 - A. The study entails sampling and manual sorting of inbound Program Recyclables, not processing Program Recyclables through a sorting line that includes mechanized equipment. Inbound Program Recyclables means Program Recyclables as initially delivered to a facility following collection, not Program Recyclables after being transloaded through another facility. The final methodology is subject to written approval by the City.
 - B. The study shall be conducted by a qualified entity with demonstrated experience conducting recyclables composition studies in the Southeast United States. Selection of such entity is subject to written approval by the City.
 - C. The City reserves the right to have a representative onsite throughout the composition study.
 - D. Study results are subject to final approval by the City. If approved by the City, adjustments to the composition percentages provided herein shall be made and shall become effective for the following month and the remainder of the Contract, or until further adjusted in a future composition study.
 - E. The composition study shall be paid for by the party requesting such study unless otherwise agreed upon.
3. The market index utilized is intended to reflect the average value, in the Southeast United States, of each material included in Program Recyclables. It is not intended to equate to the commodity revenue received by the Bidder. Bidder has taken this into consideration when developing its bid.
4. For the purposes of calculating revenue, the value of contamination in the preceding table shall remain fixed at \$0. Bidder has taken this into consideration when developing its bid.
5. If at any time during the term of the Contract Recyclingmarkets.net no longer posts or otherwise provides the applicable market indices, then the parties shall mutually select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Material pricing information.
6. The Contractor's Fee defined in the formula is not intended to accurately reflect the Contractor's cost for accepting, processing, marketing, and transporting Program Recyclables. Contractor has taken this into consideration when developing its bid.
7. Any and all costs associated with accepting, processing, marketing, and transporting Program Recyclables shall be the responsibility of the Contractor.
8. The revenue formula shall be used for calculating revenue throughout the term of the Contract.

Bidder's Signature:



Timothy B. Hawkins, President

Date:

2-21-2014

MINIMUM QUALIFICATIONS AND REFERENCE FORM

Bidder shall complete all sections of this form in its entirety and shall provide any additional information necessary to document that it meets the minimum qualifications specified in Section 4.1. If necessary, Bidder may copy these sheets and provide additional information to document its ability to meet the minimum qualifications.

Collection Service References

To demonstrate minimum qualifications as specified in Section 4.1(a-d), Bidder shall complete the following:

Reference #1:

Municipality/County: City of Key West, Florida

Municipality/County Contact: Jay Gewin

Municipality/County Address: P.O. Box 1409, Key West, FL 33040-1409

Contact's Phone: (305) 809-3902 Email: jgewin@keywestcity.com

Term of Current Contract: Start Date: 1/1/2000 End Date: 12/31/2014

Service Type	Number of Units Served	Frequency of Collection			HHW/E-Waste Collection (Circle one)
		1 x week	2 x week	Other	
Carted Solid Waste	13,500	x			YES
Manual Solid Waste					
Carted Recycling	13,500	x			
Manual Recycling					NO
Yard Waste	13,500	x			
Bulk Waste	13,500	x			

Number of Commercial customers served MSW: 1,054 Recycling: 337

Reference #2:

Municipality/County: City of Pompano Beach, Florida

Municipality/County Contact: Russ Ketchem

Municipality/County Address: 100 W. Atlantic Blvd, Pompano Beach, FL 33060

Contact's Phone: (954) 545-7011 Email: russell.ketchem@copbfl.com

Term of Current Contract: Start Date: 10-1-1984 End Date: 9-30-2014

Service Type	Number of Units Served	Frequency of Collection			HHW/E-Waste Collection (Circle one)
		1 x week	2 x week	Other	
Carted Solid Waste					YES
Manual Solid Waste	19,000		x		
Carted Recycling					
Manual Recycling	19,000	x			NO
Yard Waste	19,000		x		
Bulk Waste	19,000		x		

Number of Commercial customers served: MSW: 2,282 Recycling: 366

MINIMUM QUALIFICATIONS AND REFERENCE FORM (CONTINUED)

Reference #3:

Municipality/County: City of Plantation, Florida
Municipality/County Contact: Mrs. Diane Veltri-Bendekovic, Mayor
Municipality/County Address: 400 NW 73rd Avenue, Plantation, FL 33317
Contact's Phone: (954) 797-2221 Email: mayor@plantation.org
Term of Current Contract: Start Date: 10-1-1980 End Date: 9-30-2015

Service Type	Number of Units Serviced	Frequency of Collection			HHW/E-Waste Collection (Circle one)
		1 x week	2 x week	Other	
Carted Solid Waste	2,400		x		YES
Manual Solid Waste	18,100	x			
Carted Recycling	2,400	x			
Manual Recycling	18,100	x			NO
Yard Waste	20,500		x		
Bulk Waste	20,500			1 x Mth	

Number of Commercial customers served: MSW: 615 Recycling: 235

Reference #4

Municipality/County: City of Margate, Florida
Municipality/County Contact: Jerry Blough
Municipality/County Address: 5790 Margate Blvd, Margate, FL 33063
Contact's Phone: (954) 935-5301 Email: jblough@margatefl.com
Term of Current Contract: Start Date: 11-6-1991 End Date: 9-30-2015

Service Type	Number of Units Serviced	Frequency of Collection			HHW/E-Waste Collection (Circle one)
		1 x week	2 x week	Other	
Carted Solid Waste					YES
Manual Solid Waste	12,000		x		
Carted Recycling	12,000	x			
Manual Recycling					NO
Yard Waste	12,000		x		
Bulk Waste	12,000			1 x Mth	

Number of Commercial customers served: MSW: 433 Recycling: 124

MINIMUM QUALIFICATIONS AND REFERENCE FORM (CONTINUED)

Recyclables Processing Information

As specified in Section 4.1(e), Bidder shall provide the Single Stream Recovered Materials Processing Facility (RMPF) in the State of Florida that will be used for processing the City's Recyclables. Bidder shall demonstrate that such facility has the capacity to process the City's Recyclables by providing the current capacity and throughput of such facility.

RMPF Name: Waste Management Recycle America, L.L.C.

RMPF Owner: Waste Management Recycle America, L.L.C.

RMPF Operator: Waste Management Recycle America, L.L.C.

Facility Address: 20701 Pembroke Road

City: Pembroke Pines State: Florida Zip: 33029

Telephone Number: (954) 436-4500 Fax Number: (954) 436-5893

Current Annual Throughput (Tons): 204,778 Annual Capacity: 240,000 (MRF)

As specified in Section 4.1(f), Bidder shall provide a copy of its current, non-expired Florida Recovered Materials Dealer Certification. Documentation attached:

☒ Yes

☐ No

Yard Waste Processing Information

As specified in Section 4.1 (g) Bidder shall provide the Yard Waste processing facility in the State of Florida that will be used for Processing the City's Yard Waste for beneficial reuse. Bidder shall demonstrate that such facility has the capacity to process the City's Yard Waste by providing the current capacity and throughput of such facility, as well as a brief description of processing methodology and end use of Yard Waste.

Facility Name: Organics Recycling Facility

Facility Owner: Waste Management Inc. of Florida

Facility Operator: Waste Management Inc. of Florida and Ganck Corporation

Facility Address: 10800 NE 128th Avenue

City: Okeechobee State: Florida Zip: 34972

Telephone Number: (863) 357-0111 Fax Number: (863) 763-4832

Current Annual Throughput (Tons): 30,000 (approx.) Annual Capacity: Unlimited

Description of processing methodology and material end-use:

Aerated Static Pile - Engineered and Controlled with Computer Sytem.

End Use: Compost

MINIMUM QUALIFICATIONS AND REFERENCE FORM (CONTINUED)

Senior Management Team

As specified in Section 4.1(h), Bidder shall have an experienced senior management team. Each member of the senior management team shall have at least five (5) years' experience in solid waste collection services. The senior management team is defined as the Chief Executive Officer, Chief Operating Officer, and General Manager, or similarly titled positions.

Name	Title	Resume
<u>Timothy B. Hawkins</u>	<u>President</u>	<input checked="" type="checkbox"/>
<u>Greg Sullivan</u>	<u>District Manager</u>	<input checked="" type="checkbox"/>
<u>John Albert</u>	<u>Government Affairs Manager</u>	<input checked="" type="checkbox"/>

Satisfactory Past Performance:

As specified in Section 4.1(i), Bidder shall provide a description of all criminal actions against the Bidder related to solid waste services during the last five (5) years, all civil actions related to solid waste services during the past five (5) years involving \$10,000 or more, any losses of service contracts, bid bond claims, performance bond claims, and liquidated damages involving \$10,000 or more per contract, per contract year against the Bidder related to solid waste services during the last five (5) years. Bidder shall provide the name of the claim, arbitration, litigation, or action; name of the claimant; date of alleged occurrence; amount at issue, if applicable; criminal or civil charges alleged, if applicable; and disposition of the claim, arbitration, litigation, or action.

	YES	NO
Criminal Action	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Civil action (involving \$10,000 or more)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Loss of service contract	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Bid Bond Claim	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Performance Bond Claim	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Liquidated damages claim (\$10,000 or more/contract/year)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Financial Capability

As specified in Section 4.1(j), Bidder shall provide appropriate documentation that it has the financial capability to provide the equipment and resources needed to satisfactorily conduct the services requested. Documentation attached:

☒ Yes

☐ No

Acknowledgement of City's Solid Waste Master Plan

Bidder hereby affirms it has familiarized itself with the City's Solid Waste Master Plan. Bidder pledges to be an active partner in working with the City to comply with and meet the objectives of the City's Solid Waste Master Plan. The Bidder hereby acknowledges the City's intent to consider this partnership as a measure of performance history when considering Contract renewal or any potential amendments to the Contract as approved by the City.

Signature of Bidder's Authorized Representative


Timothy B. Hawkins, President
Waste Management Inc. of Florida

MINIMUM QUALIFICATIONS AND REFERENCE FORM (CONTINUED)

Resources

As specified in Section 4.1(l), Bidder shall demonstrate sufficient resources to provide the collection services required for the term of the Contract by supplying a list with the estimated number of routes anticipated to provide Residential Collection Service, the estimated number of homes per route, service vehicles to be used (including type of vehicle, make, model, and year), and personnel needed to service the routes.

Residential Service Option 1: For this option, the City requires the current collection schedule be maintained. Bidders should refer to **Attachment C** for a map depicting the current collection schedule.

Resources	Solid Waste	Recyclables	Yard Waste	Bulk Waste
# Routes/Day				
• Monday	3	2.5	1.5	1
• Tuesday	3	2.5	1.5	1
• Wednesday	3	2.5	1.5	1
• Thursday	3	2.5	1.5	1
• Friday	3	2.5	1.5	1
Households/Route				
• Monday	833	1000	1533	2500
• Tuesday	833	1000	1533	2500
• Wednesday				
• Thursday	833	1000	1533	2500
• Friday	833	1000	1533	2500
Personnel/Route				
• Monday	1.66	1.66	2	1
• Tuesday	1.66	1.66	2	1
• Wednesday				
• Thursday	1.66	1.66	2	1
• Friday	1.66	1.66	2	1
Frontline Collection Vehicles				
• Type	R/L	R/L	Clam	Clam
• Number	3	3	2	1
• Make	Peterbilt	Peterbilt	Peterbilt	Peterbilt
• Model/Year	Cabover/2014	Cabover/2014	Peterson/2014	Peterson/2014
Specialized Collection Vehicles				
• Type	R/L			
• Number	1			
• Make	Isuzu			
• Model/Year	Neway/2014			

MINIMUM QUALIFICATIONS AND REFERENCE FORM (CONTINUED)

Residential Service Option 2: Should the City select this Option, a second Solid Waste collection day shall be added with at least two (2) days between Solid Waste collection days.

Resources	Solid Waste	Recyclables	Yard Waste	Bulk Waste
# Routes/Day				
• Mon/ <u>Thur</u> (SW)	5.5	2.5	1.5	1.25
• Tues/ <u>Fri</u> (SW)	5.5	3.5	1.5	1.25
• Wed/ _____ (SW)				
• Thur/ _____ (SW)	5.5	2.5	1.5	1.25
• Fri/ _____ (SW)	5.5	2.5	1.5	1.25
Households/Route				
• Mon/ <u>Thur</u> (SW)	1000	1000	3125	3125
• Tues/ <u>Fri</u> (SW)	1275	1085	3125	3125
• Wed/ _____ (SW)				
• Thur/ _____ (SW)		1085	3125	3125
• Fri/ _____ (SW)		1000	3125	3125
Personnel/Route				
• Mon/ <u>Thur</u> (SW)	2	1	2	1
• Tues/ <u>Fri</u> (SW)	2	1	2	1
• Wed/ _____ (SW)				
• Thur/ _____ (SW)		1	2	1
• Fri/ _____ (SW)		1	2	1
Frontline Collection Vehicles				
• Type	R/L	R/L	Clam	Clam
• Number	3	3	2	1
• Make	Peterbilt	Peterbilt	Peterbilt	Peterbilt
• Model/Year	Cabover/2014	Cabover/2014	Peterson/2014	Peterson/2014
Specialized Collection Vehicles				
• Type	R/L			
• Number	2			
• Make	Isuzu			
• Model/Year	Neway/2014			

MINIMUM QUALIFICATIONS AND REFERENCE FORM (CONTINUED)

Transfer Station Operations References

Should Bidder submit pricing for operation of the City Transfer Station, Bidder should also complete the following in order to demonstrate minimum qualifications as specified in Section 4.1(m-o). The City prefers references from publicly owned facilities operated by the Bidder, if available.

Reference #1:

Facility Name: Monroe County Transfer Stations (3)
 Facility Address: Cudjoe Key, Long Key, Key Largo
 Contact Name, Title: Greg Sullivan, Sr. District Manager
 Contact's Phone: (305) 434-9140 Email: GSulliva@wm.com
 Annual Throughput (TPY): 92000 Permitted Capacity (TPY): Time Regulated - Not Volume
 Term of Current Contract: Start Date: 10/1/1993 End Date: 9/30/2018
 Material Types Handled:

Material Type	Tons per Year	Material Type	Tons per Year
Solid Waste	60527	Bulk Waste	Included in Solid Waste
Recycling	4568	C&D Debris	8828
Yard Waste	17932	Other:	

Notes: _____

Reference #2:

Facility Name: City of Ormond Beach Transfer Station
 Facility Address: 501 N. Orchard Street, Ormond Beach, FL 32175
 Contact Name, Title: Allen Rhodes, District Manager
 Contact's Phone: (352) 368-1890 Email: ARhodes1@wm.com
 Annual Throughput: 120000 Permitted Capacity: 250000
 Term of Current Contract: Start Date: 10-1-2004 End Date: 9-30-2014
 Material Types Handled:

Material Type	Tons per Year	Material Type	Tons per Year
Solid Waste	94500	Bulk Waste	Included in Solid Waste
Recycling	8600	C&D Debris	6200
Yard Waste	12000	Other:	

Notes: _____



State of Florida
Department of
Environmental Protection



Recovered Materials Dealer Certification
2013-2014

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

Waste Management Inc. of Florida-Recycle America

Application Number: 303

3100 N. Washington Blvd.
Sarasota, FL 34234

Ron Henricks, Environmental Administrator
Waste Reduction Section
Bureau of Solid & Hazardous Waste
Division of Waste Management

Valid from July 1, 2013 to June 30, 2014 unless suspended or revoked by the Department
See reverse side for other reporting facilities covered by this certification

Please note: Certification is required annually

Printed on recycled Paper

<u>FACILITY NAME</u>	<u>FACILITY ADDRESS</u>	<u>COUNTY</u>	<u>TYPE</u>
WMIF Okaloosa County TS	630 Transit Way, Fort Walton Beach	OKALOOSA	RMPF
WMIF Orange County RA	12100 Young Pine Rd., Orlando	ORANGE	RMPF
WMIF Palm City WPF	9001 SW Busch Street, Palm City	MARTIN	RMPF
WMIF Pinellas WPF	12950 40th Street, Clearwater	PINELLAS	MRF
WMIF Recycling Miami WPF	3401 NW 110 St., Miami	MIAMI-DADE	MRF
WMIF Reuters Recycling RA	20701 Pembroke Pines Rd., Pembroke Pines	BROWARD	RMPF
WMIF Sarasota RA	3100 N Washington Blvd., Sarasota	SARASOTA	RMPF
WMIF Tampa RA	3518 4th Ave. E, Tampa	HILLSBOROUGH	RMPF
WMIF Tampa WPF	1620 N 53rd Street, Tampa	HILLSBOROUGH	RMPF

WASTE MANAGEMENT INC. OF FLORIDA
SENIOR MANAGEMENT TEAM
RESUMES

Timothy B. Hawkins
Waste Management
President
thawkins@wm.com
354-984-2000

In his position as President of WMIF, Mr. Hawkins oversees the operations of Waste Management's Florida Area and its 3,500 employees. The Area consists of the following operations: 18 Local Hauling Districts, 15 Landfills, 24 Transfer Stations, 4 Material Recovery Facilities, 2 C&D Recycling Facilities, 2 Organics Recycling Facilities, 4 Waste-to-Energy Plants and a state of the art Customer Service Center (CSC). Mr. Hawkins has strategic, financial and operations responsibilities for the overall businesses for both the franchised and open markets. Waste Management has employed him for 13 years holding various positions in Sales and General Management in TN, MS, LA, AR and FL.

Experience:

March 2012 – Present: President, Waste Management Inc. of Florida; Pompano Beach, FL

2008 - 2012: Area Vice President, Waste Management South Florida Area

2004 – 2008: Market Area Vice-President, Waste Management Louisiana-Mississippi-Arkansas Area; New Orleans, LA

2001 – 2004: Market Area Vice-President, Waste Management Mississippi Area; Jackson, MS

2000 - 2001: Regional Sales Manager, Waste Management Nashville Region; Franklin, TN

Dec. 1998 – 2000: Division Sales Manager, Waste Management Tennessee Division; Nashville, TN

March 1998 - Dec. 1998: Market Sales Vice-President, BFI Alabama Division; Birmingham, AL

Dec 1996 - March 1998: National Account Manager, BFI, Inc.; Houston, TX

Oct 1995 - Dec 1996: Regional Industrial Waste Sales Manager, BFI-TN; Nashville, TN

Oct 1994 - Oct 1995: Business Development Manager, BFI-TN; Nashville, TN

April 1992 - Oct 1994: Industrial Waste Sales, BFI-TN; Nashville, TN

April 1990 - April 1992: Sales Representative, Rish Equipment Company; Nashville, TN

1988 - 1990: Loan Officer, Leader Federal Savings and Loan; Nashville, TN

1987 - 1988: Golf Professional; Nashville, TN

Education

Bachelor of Business Administration-Marketing; 1987
Middle Tennessee State University; Murfreesboro, TN

WASTE MANAGEMENT INC. OF FLORIDA
SENIOR MANAGEMENT TEAM
RESUMES

Greg Sullivan
Waste Management
Senior District Manager
gsulliva@wm.com
305-797-3355

Mr. Sullivan has worked in the solid waste industry since 1976. Over that time, he has been involved in sales, maintenance, development, transfer station, hurricane cleanup and operations.

Experience:

1999 - Current: Waste Management Inc. of Florida

- Manage Key West & lower Keys Franchisee
- Oversee daily operations
- Responsible for Safety and Maintenance

1995 - 1999: BFI (Browning Ferris Industries) Key West

- Manage Key West Franchisee
- Oversee daily operations
- Responsible for Safety and Maintenance

1994 - 1995: Attwood's Corp Annapolis Maryland

- Maintenance Manager fleet of 52 units
- Ran shop for truck repair and container maintenance

1985 - 1994: Georges Sanitation/East End Recycling Quogue New York

- Oversee daily operations
- Responsible for Safety and Maintenance

1985: Chesterfield Associated, Westhampton Beach New York

- Maintenance Manager heavy equipment

1976 – 1985: Georges Sanitation Quogue New York

- Oversee daily operations
- Responsible for Safety and Maintenance

Education:

Graduated Hampton Bays High School 1976

Suffolk County Community College Associated in Business 1978 (not completed)

Suffolk County Fire Training Academy completed basic firefighting 1992

State of Florida Certified Transfer Station & Landfill operator (current)

State of Florida Residential HHW certified

WASTE MANAGEMENT INC. OF FLORIDA
SENIOR MANAGEMENT TEAM
RESUMES

John Albert
Waste Management
Government Affairs
JAlbert@wm.com
954-984-2067

Mr. Albert has 33 years of experience in the solid waste industry. He has worked in all facets of the industry including operation, sales, landfills and maintenance. He has been employed by Waste Management since 1979.

Experience:

1998 – Current: Waste Management Inc. of Florida
Government Affairs

- Manage municipal contracts in Broward County
- Manage municipal contracts in Monroe County
- Work with Broward DEP on landfill issues

1996 – 1998: Southern Sanitation – Broward County
District Manager

- Managed the day to day operation of the routes
- Responsible for the P & L
- Responsible for safety program
- Responsible for all departments and personnel

1993 – 1996: Longhorn Disposal – Austin, TX
District Manager

- Managed day to day operation of the routes
- Responsible for the P & L
- Responsible for the safety program
- Responsible for all departments and personnel

1986 – 1993: Waste Management of Dade County
Assistant District Manager

- Responsible for day to day operation of routes
- Responsible for safety program
- Responsible for different departments in the organization

1983 – 1986: Waste Management of Palm Beach
Assistant District Manager

- Responsible for day to day operation of routes
- Responsible for safety program
- Responsible for maintenance department

1979 – 1983: Broward Disposal
Operations Manager

- Responsible for day to day operation of routes
- Responsible for dispatch

WASTE MANAGEMENT INC. OF FLORIDA
SENIOR MANAGEMENT TEAM
RESUMES

John Albert (cont.)

1971 – 1979: Broward County School Board

Teacher – Coach

- Taught Social Studies at Fort Lauderdale High School
- Coached football and wrestling

Education:

Graduated Fort Lauderdale High School – 1967

Graduated Shepherd College – 1971 B.S. Degree

Post graduate course to renew teaching certificate

Various training courses offered by Waste Management

CITY OF KEY WEST
ITB #14-009
SOLID WASTE COLLECTION AND PROCESSING SERVICES

Satisfactory Past Performance

Preliminary Statement: Waste Management Inc. of Florida ("WMIF") has operating divisions throughout the State of Florida serving thousands of commercial customers and many governmental entities. Accordingly, there has been litigation to interpret or enforce the Company's solid waste service agreements between WMIF and its private customers, most of which has been settled amicably. The vast majority of this litigation relates to collection of amounts due pursuant to such agreements. Other litigation generally concerns motor vehicle accidents, workers' compensation and employment issues; those are not listed here. The following is a list of material matters. The list includes litigation in which a governmental entity is a co-plaintiff or co-defendant with WMIF and not an adverse party.

LITIGATION REGARDING SOLID WASTE SERVICES

- 1) Southern Waste Systems LLC v. City of Coral Springs, Waste Management Inc. of Florida, State of Florida, Florida Dept. of Environmental Protection, US District Court for the Southern District of Florida, Case No.06-61448-CIV Gold; suit alleges that exclusive construction and demolition franchise violates the Commerce Clause. Summary judgment entered in favor of City, Waste Management and Broward County.
- 2) Gateway Southeast Properties, Inc. and City of Doral v. Department of Community Affairs, Town of Medley and Waste Management Inc. of Florida, 3rd Dist. Ct. of Appeal, No. 3D06-1718; Claim by plaintiffs that Medley zoning changes are inconsistent with comprehensive plan. Case settled.
- 3) In the Matter of the Arbitration Between the City of Dania Beach, the City of Hallandale Beach, the City of Pembroke Pines, and the City of Pompano Beach v. Reuter Recycling of Florida, Inc., Re: 32-181-00758-02; arbitration demand alleging breach of disposal contract. Settled as to all but Hallandale Beach. As to Hallandale, the case was arbitrated to a conclusion, resulting in a termination of the underlying contract and payment to the City of damages.
- 4) Waste Management Inc. of Florida v. City of Jacksonville – No. District of Florida – filed 2009 – declaratory judgment action regarding interpretation of landfill operating contract. Settled.
- 5) Waste Services of Florida, Inc. v. City of Pinellas Park – Case No. 10-1694-CI-8, Circuit Court, 6th Judicial Circuit, Pinellas County. WMIF is the exclusive franchise hauler for the City. Plaintiff alleges that the exclusive C&D franchise is improper. WMIF intervened. The case settled.
- 6) FDS Disposal, Inc. et al v. City of Inverness and Waste Management Inc. of Florida – Case No. 2009-CA-4156, Circuit Court 5th Judicial Circuit, Citrus County. Plaintiff alleged that renewal of franchise to WMIF was improper. Summary judgment granted to WMIF and the City.
- 7) Danner Construction Co., Inc. et al v. Hillsborough County, Florida -- Case No. 8:09-CIV-650-T-17-TBM, United States District Court, Middle District of Florida, Tampa Division -

Small hauler and commercial customer claim that the franchise system in Hillsborough County violates antitrust laws (Florida and US) because the County does not set rates for commercial work, instead allowing the 3 franchised haulers (WMIF, Republic and Waste Services) to compete and set rates by competition. Summary Judgment entered in favor of the County and haulers.

8) KOTA of Sarasota, Inc. v. Waste Management Inc. of Florida - Case # 2011 CA008020NC, 12th Judicial Circuit Sarasota County, Florida. Claim that defendant billed and collected certain environmental fees and fuel surcharges not authorized under the service agreement. Damage claim in excess of \$15,000. **Case pending.**

9) Versailles Gardens Condominium Association, Inc. v. Waste Management Inc. of Florida - Case No. 11-10332 18, 17th Judicial Circuit, Broward County, Florida. Suit filed in 2011. Plaintiff claims that failure of City of Tamarac to pass rate resolution invalidates annual contract rates. **Voluntarily dismissed by plaintiff.**

10) City of Delray Beach v. Waste Management Inc. of Florida - Case No. 502013CA011392XXXXMB AI, 15th Judicial Circuit, Palm Beach County, Florida. Declaratory judgment action to determine the validity of collection contract. **Case is pending.**

11) Antoine-Allison, et. al v. Waste Management Inc. of Florida - Case No. CACE-13-0113482, 17th Judicial Circuit, Broward County, Florida. Claim that odor from landfill interfered with enjoyment of property. **Case is pending.**

ADMINISTRATIVE FEES/LIQUIDATED DAMAGES --

From time to time administrative penalties have been assessed against WMIF in connection with collection contracts. WMIF does not systematically catalogue these charges as they are historically infrequent. We believe the following administrative penalties have been assessed during the relevant time frame:

Lee County --June 30, 2009 -- \$20,000 for changing routes without required notification to the County.

Lauderhill - February 2008 -- \$5000 was assessed for missed collections. Equipment difficulties and driver error contributed to same. The amount was promptly paid and the matter closed.

City of Tampa commercial collection contract - 2010 -- \$8221; 2011 -- \$6050; 2012 -- \$14,620

CRIMINAL CONVICTIONS/INDICTMENTS

None

LOSS OF SERVICE CONTRACTS

None

BID BOND OR PERFORMANCE BOND CLAIMS

None

The above information is accurate to the best of WMIF's information and belief. Please note that we have searched the records available to us, which we have maintained in the ordinary course of business. Accordingly, although it is possible that some relevant information is missing from this disclosure, we do not believe same would have a material effect on WMIF's performance pursuant to the instant solicitation. WMIF will supplement, modify or amend the above should it become aware of facts that should warrant same.

WM'S ANNUAL REPORT IS IN A SEPARATE ATTACHMENT ON THE THUMBDRIVE

We

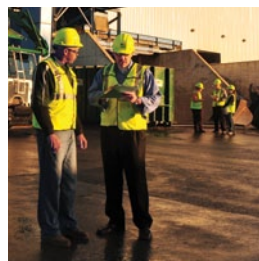


KNOWING
CUSTOMERS
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MAKING
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About Solutions



POWERING
MORE
COMMUNITIES



CLEARING
THE AIR
WITH A CLEANER
FLEET



Okeechobee Organics Recycling Facility



Site Overview

The Okeechobee Organics Recycling Facility opened in November 2011 as a result of a forward-thinking, successful partnership between Waste Management, Publix, Florida Power & Light and Garick. It utilizes advanced aerated composting technology to process food residuals and is the first dedicated, comprehensive organics composting site in South Florida.

The facility processes pre-consumer food waste from Publix stores -- including produce, bakery and flower items -- with yard waste from Florida Power & Light properties and right of ways and other sources into organic compost products marketed by Garick. Other customers include Whole Foods, Baptist Memorial Hospital and the Westin Hotel Fort Lauderdale Beach.

Located adjacent to Waste Management's Okeechobee Landfill, the eight-acre facility utilizes a forced aeration system with computer controls to regulate airflow and air treatment to process the pre-consumer food waste.



The Okeechobee facility is permitted to accept up to 30,000 tons per year, including 15,000 tons of food waste and 15,000 tons of yard waste, and is part of Waste Management's strategy to expand organics recycling in Florida and throughout North America.

Waste Management developed, engineered, financed and owns the approximately \$1.9 million facility. The project employed 70 workers during the development and construction phase. Ongoing operations provide for three full-time jobs and two part-time jobs.

Garick, a wholly owned subsidiary of Waste Management and leading manufacturer, marketer and distributor of organic lawn and garden products, is producing the lawn and garden products from the Okeechobee composting facility.

Facility Overview

- Permitted for 30,000 tons per year
- Feedstocks include yard waste and pre-consumer food waste
- Facility capable of processing biosolids
- Site provides area for future expansion
- Feedstocks accepted from third parties

Technology

- Engineered Compost Systems
- ECS AC Composter™ Aerated Static Pile system with covers and CompDog™ technology
- Composting process air controlled with biofilters

Environmental Stewardship

The Okeechobee Organics Recycling Facility, and the partnership that led to its creation, integrates environmental stewardship on multiple levels. Not only is the compost facility one of the most advanced in the state, but in addition, the process of organics recycling through composting benefits the environment in many ways.

Materials, such as food waste that traditionally are disposed of in a landfill, are now used as a feedstock to create a beneficial end product, compost. The use of compost for plant growth has multiple benefits for the environment, including reduced watering and fertilizer use.

Compost use also enhances the structure of the soil, allowing it to retain more water that reduces runoff during rain events, in effect, reducing pollution to our waterways.



Innovation/Leadership

North America generates more than 80 million tons of organic waste each year. In the United States, approximately a third of municipal solid waste is organic, including food, yard and wood waste. Approximately 65 percent of yard waste and 2.5 percent of food waste collected in the United States is currently diverted from disposal.

Waste Management processed 1.25 million tons of organic waste in 2011 and has 34 organics composting facilities. The company is working with customers and partners to maximize the beneficial reuse of organics to develop products such as soil amendments, organic fertilizers, renewable energy, advanced biofuels and renewable chemicals.

The opening of the state-of-the-art Okeechobee Organics Recycling Facility provides Waste Management partners and customers the opportunity to meet their sustainability goals by recycling organic material into a beneficial end use product and thus, keeping the material out of landfills. This facility advances the State of Florida's 75% recycling goal.

Contact:

Product Sales & Marketing

Matt Orr
(863) 623-7829
Morr1@wm.com

Tours & Operations

Karen Sussman
(954) 579-7655
ksussman@wm.com

Landfill Manager

Tony Bishop
(863) 357-0111
Tbishop2@wm.com





Fact Sheet

MAKING RECYCLING WORK

Waste Management Recycle America's Reuter Recycling Material Recovery Facility (MRF) provides a range of recycling services to municipal, residential and business customers in south Florida. In operation since 1995, the facility employs about 115 people, and leverages the nationwide resources of Waste Management, Inc., which is the leading provider of recycling services in North America.

The facility's location is particularly important, since its proximity to the Port of Miami and Port Everglades facilitates the shipment of recycled materials to customers worldwide.



Reuter Recycling serves the south Florida area using a hub-and-spoke system. Recyclable materials come to the facility for processing from as far away as Key West to the south and The Palm Beaches to the north.

STATE-OF-THE-ART CAPABILITIES

Reuter Recycling is a single-stream facility, which means that it has the capability to accept mixed recyclables. That in turn means that recyclable items don't need to be separated by our customers before collection, saving transport and handling costs and making it easier for people to recycle.

WM Recycle America made use of the latest technological advances in developing this facility. It has the capacity to sort, process, and bale up to 40 tons per hour, the largest capacity in the state.

About single-stream technology

Traditionally, recycling has required the separation of the various recyclable materials before collection. WM Recycle America is the first major publicly traded solid waste company to focus on single-stream recycling. This technology allows customers to place recyclable paper, plastic, glass, steel and aluminum materials into one container for collection. Subsequent single-stream processing uses separation technologies specifically designed for this mixed recyclable stream. This approach makes it easier for people to recycle; containerized residential single-stream collection has been shown to increase recycling rates and recyclable yield per household. In fact, the efficiency and convenience of single-stream recycling often results in the recovery of up to 30% more recyclable materials; in at least one case, the rate climbed to 42%.

Reuter Recycling uses a combination of manual and mechanical technologies to separate the mixed recyclables that arrive at the facility in a "single stream."

Reuter Recycling MRF

Making a big difference

In one year, our efforts:

- Avoid the cutting of nearly 2 million fir trees
- Save 12.6 million gallons of gasoline
- Save 2.8 billion gallons of water
- Eliminate 9.6 million pounds of air pollutants
- Save 472 million kilowatts of electricity
- Save 368,000 cubic yards of landfill space

WM
WASTE MANAGEMENT
**Recycle
America.**



Reuter Recycling has the capability to process approximately 250,000 tons per year of recyclables. Typically, about 70% of incoming materials are paper products, and 30% consists of glass, plastics and metals.

HANDLING A BROAD RANGE OF MATERIALS

Reuter Recycling accepts the following recyclables:

Paper

- Newspapers (including all inserts)
- Magazines and catalogs
- Junk mail
- Cardboard
- Corrugated boxes
- Computer printouts
- Office paper (including typing, fax, copy, letterhead, NCR) and envelopes
- Brown paper bags (kraft)
- Telephone books

Glass containers such as jars and bottles

Metals

- Steel food and beverage containers
- Aluminum food and beverage containers

Plastic - narrow-neck plastic containers (other than for motor oil) carrying plastic resin identification codes ♻️ through ♻️



We have the capacity to process about 250,000 tons of recyclables per year; many of these are shipped to customers outside the U.S.



A COMMUNITY PARTNER

Like other Waste Management facilities across the country, Reuter Recycling works to build and maintain strong partnerships with the local community. We support a variety of educational outreach programs to promote recycling efforts, and we also provide expert assistance to businesses and communities that want to begin or improve their recycling programs.

We are an active participant in Recycle Florida Today, the National Recycling Coalition and America Recycles. And, in addition to working to reduce waste and preserve precious natural resources, we also provide a significant economic benefit to the region through wages, taxes, donations and the local purchase of goods and services.

FOR MORE INFORMATION

We're always glad to hear from our customers and neighbors. If you have any question about our services or our facility, please call us at 954-436-9500.



Reuter Recycling MRF
20701 Pembroke Rd.
Pembroke Pines, FL
33029

Hours

M-F: 4 am - 6 pm
Sat: 6 am - 6 pm

Phone

954-436-9500

From everyday collection to environmental protection, Think Green. Think Waste Management.

Printed on recycled paper

www.recycleamerica.com

ANTI-KICKBACK AFFIDAVIT

Bidders shall complete this form in its entirety. Failure to do so will result in bid rejection.

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

BY: _____

Timothy B. Hawkins, President of Waste Management Inc. of Florida

sworn and prescribed before me this 21 day of JANUARY, 2014

A. C. Sherlock

NOTARY PUBLIC, State of Florida



A. C. SHERLOCK
MY COMMISSION # EE 852660
EXPIRES: November 19, 2016
Bonded Thru Budget Notary Services

My commission expires: 11-19-2016

CITY OF KEY WEST INDEMNIFICATION FORM

Bidders shall complete this form in its entirety. Failure to do so will result in bid rejection.

Contractor agrees to protect, defend, indemnify, save and hold harmless the City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

The indemnification obligations under this Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Worker's Compensation acts, disability benefits acts or other employee benefit acts, and shall extend to and include any actions brought by or in the name of any employee of the Contractor or of any third party to whom the Contractor may subcontract a part or all of the work. This indemnification shall continue beyond the date of completion of work.

CONTRACTOR: Waste Management Inc. of Florida

SEAL:

ADDRESS: 125 Toppino Industrial Road

Key West, FL 33040

SIGNATURE: 

PRINT NAME: Timothy B. Hawkins

TITLE: President

DATE: 1-21-14

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: Waste Management Inc. of Florida Phone: (305) 434-9140

Current Local Address: *(no P.O. Boxes may be used to establish status)*

125 Toppino Industrial Drive Fax: :(305) 296-8175

Key West, FL 33040

Length of time at this address: 15 years 1 months


Signature of Authorized Representative

2-14-14
Date

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this _____ day of _____, 2014.

By Timothy B. Hawkins, President, of Waste Management Inc. of Florida
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced _____ as identification.
(type of identification)

Signature of Notary: _____

Print, Type, or Stamp Name of Notary: _____

Title or Rank: _____

PUBLIC ENTITY CRIMES STATEMENT

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

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

1. This sworn statement is submitted to The City of Key West, Florida
by Timothy B. Hawkins, President for Waste Management Inc. of Florida
(Print individual's name and title) (Print name if entity submitting statement)

whose business address is 2700 Wiles Road, Pompano Beach, FL 33073

and (if applicable its Federal Employer Identification Number (FEIN) is 59-1094518
(if the entity has no FEIN, include the Social Security number of the individual signing the statement)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment of information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

X Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the

entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

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

SIGNATURE: _____

DATE: _____

STATE OF: Florida

COUNTY OF: Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority Timothy B. Hawkins, President
(name of individual)

who, after first being sworn by me, affixed his/~~her~~ signature in the space provided above this 21
day of JANUARY, 2014.

A.C. Sherlock
NOTARY PUBLIC



A. C. SHERLOCK
MY COMMISSION # EE 852660
EXPIRES: November 19, 2016
Bonded Thru Budget Notary Services

My commission expires: 11-19-2016

EQUAL BENEFITS FOR DOMESTIC PARTNERSHIPS AFFIDAVIT

Bidder must complete all sections of this form in its entirety. Failure to do so may result in rejection of bid.

I, the undersigned hereby duly sworn, depose and say that the firm of Waste Management Inc., of Florida provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

BY: [Signature]
Timothy B. Hawkins, President

Sworn and subscribed before me this 21 day of JANUARY, 2014.

[Signature]
NOTARY PUBLIC, State of Florida at Large



A.C. SHERLOCK
MY COMMISSION # EE 852880
EXPIRES: November 19, 2016
Bonded Thru Budget Notary Services

My Commission expires: 11-19-2016

City Ordinance Sec. 2-799 Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

(A) Definitions. For purposes of this section only, the following definitions shall apply:

- (1) Benefits means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
- (2) Bid shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.
- (3) Cash equivalent means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

(B) Equal benefits requirements.

- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
- (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
- (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
- (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
- (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
- (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions

of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include, but not be limited to, providing the city manager or his/her designee with certified copies of all the contractor's records pertaining to its benefits policies and its employment policies and practices.

- (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.
- (C) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:
 - (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
 - (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
 - (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
 - (4) If the city manager or his/her designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.
- (D) Enforcement. If the contractor fails to comply with the provisions of this section:
 - (1) The failure to comply may be deemed to be a material breach of the covered contract; or
 - (2) The city may terminate the covered contract; or
 - (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
 - (4) The city may also pursue any and all other remedies at law or in equity for any breach;
 - (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this Section, entitled "Debarment of contractors from city work."
- (E) Exceptions and waivers. The provisions of this section shall not apply where:
 - (1) The contractor does not provide benefits to employees' spouses.
 - (2) The contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised or controlled by, or in conjunction with, a religious organization, association or society.
 - (3) The contractor is a governmental entity.
 - (4) The sale or lease of city property.
 - (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").
 - (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either: The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
 - (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
 - a. The covered contract is necessary to respond to an emergency.
 - b. Where only one bid response is received.

- c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (F) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (G) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA

SS:

COUNTY OF ~~MONROE~~ BROWARD

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Waste Management Inc. of Florida have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2- 773 Cone of Silence.

BY: _____

Timothy B. Hawkins, President

Sworn and prescribed before me this 21 day of JANUARY, 2014

A.C. Sherlock
NOTARY PUBLIC

My commission expires: 11-19-2016



A.C. SHERLOCK
MY COMMISSION # EE 852660
EXPIRES: November 19, 2016
Bonded Thru Budget Notary Services

ADDENDUM NO.1
Solid Waste Collection and Processing Services
Invitation to Bid: 14-009

To All Bidders:

The following information is provided in accordance with ITB No. 14-009, Solid Waste Collection and Processing Services, as fully and as completely as if the same were fully set forth therein.

QUESTION:

Can two companies form a joint venture for this bid? If affirmative, if one of the companies in the venture did not attend the mandatory pre bid, will it still be eligible to joint venture with the one that did attend?

ANSWER:

Multiple companies may form a joint venture for the purposes of this solicitation. The prime respondent must have attended the mandatory pre-bid meeting on January 29, 2014. Attendance of subcontractors or other joint venture parties was not required.

For informational purposes, the pre-bid meeting and site visit sign-in sheets are provided in Attachments A and B hereto. Additional questions received by the City shall be addressed in subsequent addenda.


REMINDERS: **Deadline for questions is 3:00 pm February 12, 2014**
 Submittals are due at 3:00 pm February 26, 2014

Attachment A: January 29, 2014 Mandatory Pre-Bid Meeting Sign-in Sheet (2 pages)

Attachment B: January 29, 2014 Non-mandatory Site Visit Sign-in Sheet (1 page)

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1, by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

Timothy B. Hawkins, President



Signature

Waste Management Inc. of Florida

Name of Business

ADDENDUM NO.2
Solid Waste Collection and Processing Services
Invitation to Bid: 14-009

To All Bidders:

The following information is provided in accordance with ITB No. 14-009, Solid Waste Collection and Processing Services, as fully and as completely as if the same were fully set forth therein.

SUBMITTALS ARE DUE WEDNESDAY MARCH 5, 2014 AT 3:30 P.M.

This addendum is issued in response to questions received regarding the RFP timeline, and includes answers to the questions.

Attachments to this addenda include:

- A. Commercial Customer List
- B. Transfer Station Job Descriptions
- C. WM Collection Contract

QUESTIONS AND RESPONSES:

1. If we were to propose a contract specific joint venture, between two established and experienced solid waste collection companies, to respond to the City of Key West ITB would the City accept the recent and relevant experience of the two joint venture parent companies to achieve the Minimum Qualifications outlined in 4.1 of the ITB? Further, if the City would accept the experience of the parent companies would both companies need to have all the required experience, or could one company have one qualifying type of experience and the other have another? e.g. one have the commercial experience required and the other the residential experience required?

RESPONSE: The City will accept combined recent and relevant experience of joint venture parent companies for the purposes of meeting minimum qualifications. However, the prime respondent, which may be a joint venture, will be held responsible for meeting all contracted service requirements.

2. Section 4.1 (c) states: Bidder shall have successfully provided exclusive commercial collection service to at least two (2) local governments within the past five (5) years. Would the City accept exclusive commercial collection services provided on Federal Government installations (military bases), in lieu of experience providing these services to local governments, as responsive and responsible qualifying experience?

RESPONSE: The City will accept collection services provided to Federal Government installations to demonstrate meeting minimum qualifications. If these services are intended to demonstrate residential collection experience, service to housing units must be included.

3. Would the City of Key West accept the experience of a proposed subcontractor as recent and relevant experience to qualify the Bidder as responsive and responsible under 4.1 of the ITB. i.e.

If a Bidder have sufficient residential collection service experience could it rely upon the commercial collection experience of its sub-contractor for it to be qualified as a responsive and responsible Bidder under 4.1 of the ITB?

RESPONSE: The City will accept the recent and relevant experience of a proposed subcontractor as recent and relevant experience for the purposes of meeting minimum qualifications. However, the prime respondent, will be held responsible for meeting all contracted service requirements.

4. Page 9 Section 3.1 Contract Term: "The City will consider the Contractor's performance when deliberating renewal, including complaint history, achievement of commercial recycling targets, and participation by the Contractor in community partnership activities that promote waste diversion". How will these performances be measured? What are the criteria to meet performance? Additionally, if commercial recycling is not exclusive, will individual commercial recycling accounts be measured or will the accounts be measured as a whole?

RESPONSE: Commercial recycling targets are specified in Article 13.2 of the Draft Contract in Attachment A of the RFP. The percentage of commercial customers that receive single stream recycling collection service will be measured by the total commercial customers that are provided this service by the Contractor divided by the total commercial customers provided solid waste collection service. Other performance criteria will be considered and evaluated at the City's discretion.

5. Page 10 Section 3.2 curbside residential service option 1 item c- yard waste to be collected in resident provided containers. This section does not require handles on the resident provided containers, can the city require handles on the containers to facilitate safe handling of the containers. Since yard waste will be collected in customer owned containers will these containers be required to be equipped with RFID tags so that the city can verify service?

RESPONSE: The City does not anticipate requiring handles on resident-provided containers; however, the Contractor is within its rights to observe standard safety practices including non-collection of overweight containers. Customer-owned containers will not be equipped with RFID.

6. Page 10 Section 3.2 curbside residential service option 1 item d- can you clarify what is considered excessive amounts of bulk.

RESPONSE: The fourth and fifth sentences of Article 5.2.4 of Attachment A are revised as follows: "Collection of Bulk Waste exceeding two cubic yards per set out may be provided at the fee specified in Exhibit 1, and shall be considered a Special Service. The Contractor is responsible for the billing and receipt of fees for Special Service, which are inclusive of disposal." Proposers should note Special Service fees are inclusive of disposal and the Contractor will be required to pay tipping fees for Special Service wastes delivered to the City Transfer Station.

7. Bid documents call for all brand new vehicles, can you clarify this requirement, is a 2012 or 2013 model truck considered new? Also if the incumbent is awarded the contract will they have to purchase new vehicles for residential and commercial services?

RESPONSE: New vehicles are required for both residential and commercial service and are defined as vehicles that have never been placed into service.

8. Page 11 Section 3.4 Non-Exclusive Collection Services: "Residential customers may place small amounts of containerized C&D Debris". Can you define 'small'?

RESPONSE: "Small amounts" are defined as amounts able to be placed into a single 96-gallon cart and not including dirt, rocks, or sand.

9. Will a unit count be done to confirm the actual number of units to be serviced? Will count be done by city and or contractor?

RESPONSE: A City-generated unit count will be provided to the Contractor.

10. Page 12 section 3.10 yard waste processing- this section states that yard waste shall be processed for beneficial reuse, can you define beneficial reuse. Would utilizing yard waste for cover at landfills, disposal in landfills with gas to energy plants, and use as a process fuel to produce energy be acceptable? Will the approved beneficial reuse of yard waste that is acceptable by the State of Florida DEP be recognized by the city?

RESPONSE: As stated in Article 11.2.1 of the Draft Contract in Attachment A of the RFP, for the purposes of this contract, beneficial reuse excludes use as landfill cover or fuel.

11. Page 12 Section 3.10 Recyclables, White Goods, and Yard Waste Processing Services: Will there be enforcement in place to eliminate White Goods scavengers? How will this enforcement work.

RESPONSE: The City of Key West Code Compliance Department will be enforcing the current City ordinance as needed.

12. Page 14 Section 4.1 Minimum Qualifications, subsection k: Bidder is required to meet the objectives of the Solid Waste Master Plan. What if the objectives are not met or are not cost effective for the city.

RESPONSE: As stated in the referenced section, Bidder shall pledge its commitment to be an active partner with the City in complying with and meeting the objectives of the Master Plan. As further stated in this section, the City intends to consider this partnership as a measure of performance history when considering contract renewal or any potential contract amendments.

13. Page Section. 4.4 – Indemnity – The indemnity provision here does not match the indemnity set forth in Indemnification Form on page 26 that provides an exception for claims arising from the negligence of the City. Please clarify

RESPONSE: The Indemnification Form shall prevail.

14. Page 15 – Sec. 4.5 – Local Preference – The provision references Section 2-798 of the City Code for the requirements regarding local preference. However, page 27. Local Vendor Certification fails to replicate all the terms of the code section by deleting the allowance for having an office within 30 miles of the City despite having a different principal address on the Florida Department of State's records. Can the City revise the Certification to comply with the applicable Code section?

RESPONSE: Section 2-798 of the City Code shall prevail.

15. Page 18 submission forms minimum qualifications & references form- if no HHW is provided in a municipal contract that we currently service and provide as reference will we be disqualified for this.

RESPONSE: No; however, providing at least one reference with HHW service is suggested.

16. Page 21 financial capability, we are a public company will our annual certified report be sufficient for this requirement.

RESPONSE: Yes, although as stated in the ITB, the City has the right to request additional information of bidders.

17. Can the city supply how many commercial front load containers and commercial rear load containers are used for commercial collection?

RESPONSE: The unit counts provided on page 3 of the Price Form are the City's best estimate of the number of commercial containers. Container estimates are provided for bid purposes only and are subject to change.

18. How many commercial front load and rear load containers need to be pulled out or rolled out of commercial account location in order to be serviced.

RESPONSE: The City does not have this information available.

19. If two companies bid both the residential collection and the transfer station operation will the city chose the entity with the lowest combined rate for both or will the lowest residential rate be selected?

RESPONSE: As stated in Section 1.11 (page 6) of the ITB, inclusion of transfer station operation in the contract will be a policy decision made by the City Commission based on what is deemed to be in the City's best interest. If transfer station operation is not included, then the pricing on line 9 or 10 (depending on the residential service option selected by the City, which also will be a policy decision) of page 1 of the Price Form will be utilized to evaluate lowest-priced bidder. If transfer station operation is included in the contract, then the pricing on line 11 or 12 (again depending on the residential service option selected) will be utilized to evaluate lowest-priced bidder.

20. If a company just bids the collection and another company bids both collection and transfer station how will the selection be determined?

RESPONSE: See response to question 19. The City will review all pricing for both residential service options and with and without inclusion of transfer station operation when making policy decisions regarding which service option to select and whether transfer station operation will be included in the contract. As stated in Section 1.11 (page 6) of the ITB, once the City Commission makes those policy decisions, the contract will be awarded to the responsive and responsible bidder offering the lowest combined pricing for the selected services.

21. If city chooses 2-1-1 service but does not allow for Saturday collection can all the yard waste be collected on Wednesday? The reason for the question is to allow for maximum efficiency of the equipment, since the twice a week solid waste collection would have to be collected on Monday – Thursday or Tuesday – Friday and the trucks would be available on Wednesday.

RESPONSE: In the unlikely event the City returns to two trash collections per week, Saturday service will be allowed.

22. If the city chooses 2-1-1 service can the recycling be collected on one of the two collection days and the yard waste on the second collection day?

RESPONSE: Yes.

23. Draft Contract, Page 4 section 1.3- can you clarify the option to renew. Can you provide definitive, specific criteria for the renewal decision?

RESPONSE: See response to question 3.

24. Draft Contract, Page 5 section 2- bulk waste definitions, is yard waste or tree trimmings part of bulk waste. Is residential yard trash defined?

RESPONSE: Yard Waste is defined in Article 2 of the Draft Contract in Attachment A. As specified in Article 5.2.3 of the Draft Contract in Attachment A of the ITB, Yard Waste not meeting specifications provided may be collected as a Special Service. The fifth and sixth sentences of that article are revised as follows: "Collection of Yard Waste not meeting these requirements may be provided at the fee specified in Exhibit 1 with a minimum charge of seventy-five dollars (\$75.00), and shall be considered a Special Service. The Contractor is responsible for the billing and receipt of fees for Special Services, which are inclusive of disposal."

25. Draft Contract, Page 5 Article 2 Definitions – Does the City Representative possess final decision-making authority when contract decisions are at his/her discretion? What are the steps?

RESPONSE: Yes. Refer to Article 16.5 of the Draft Contract in Attachment A for information regarding arbitration.

26. Draft Contract, Page 7 Article 2 Definitions – Can you define the specific amount when referring to "incidental amounts of Rejects and non-designated materials"?

RESPONSE: It means typical amounts of non-recyclable materials that are to be expected when collecting municipal recyclables.

27. Draft Contract, Page 7 definitions – Residential unit, please clarify motel, hotel, and guest house (beachside, parrot key).

RESPONSE: The definition clearly states that motels, hotels, and guest houses that otherwise meet the definition of Residential Unit but are rented for durations less than weekly shall be considered Commercial Units. Bidders should be aware that hotel and motels may convert to units that meet the definition of Residential Units, and vice versa.

28. Draft Contract, Page 7 – Recovered Materials definition – The definition provides that recovered materials are recyclable materials that have been "processed to meet market specifications". This definition conflicts with the statutory definition found at FS 403.703. Please clarify. Will the state definition of recovered materials be used?

RESPONSE: The definition of Recovered Materials is revised as follows: "For the purposes of this contract, recovered materials shall mean Recyclable Materials that have been processed to market specifications."

29. Draft Contract, Page 8 Article 2 Definitions: Can the definition of Residue include contamination? Can contamination also be included in the list of definitions?

RESPONSE: No, contaminants, or non-recyclables materials, are considered Rejects, not Residue. As stated, Residue consists of Recyclable Materials that are not converted to Recovered Materials due to breakage and/or transportation or processing inefficiencies. The term "contamination" as used in the formula to calculate the Average Market Value (AMV) refers to Rejects, not Residue. As stated in item 1 on page 6 of the Price Form, the AMV formula does not attempt to estimate or include Residue, now or in the future. Bidders should take this into consideration, along with their personal knowledge of processing efficiencies at the materials recovery facility they plan to utilize, when bidding recycling revenue.

30. Draft Contract, Page 8 section 3.1.1 how will city enforce scrappers from scavenging items out of the materials that are set out for collection.

RESPONSE: *The City of Key West Code Compliance Department will be enforcing the current City ordinance as needed.*

31. Draft Contract, Page 10 Section 4.2.3 Transition Prior to the Expiration of Collection Routes: Who will negotiate the price?

RESPONSE: *The price will be negotiated between the current contractor and the incoming contractor.*

32. Draft Contract, Page 11, Section 5.2.4 Residential Collection Service: Can “large amounts” be specifically defined?

RESPONSE: *See response to question 6.*

33. Draft Contract, Page 11 section 5.2.1- if a resident puts out their own garbage container does this container need a RFID tag. Also what if a resident does not set out the city provided cart with the RFID tag but sets out their own container, the contractor will not be able to verify service and the service that is provided will not count towards any of the metrics.

RESPONSE: *Resident-owned trash containers are not required to have RFID tags.*

34. Draft Contract, Page 12 section 5.3.1 in option #1 the days for residential collection are Monday – Friday, if the city chooses option #2 will we be allowed to work on Saturday. In option 2 do the bulk and yard waste services have to be on each collection day?

RESPONSE: *If the City chooses option #2, Saturday operations will be allowed and Yard Waste would need to be collected on one of the solid waste collection days. Collection of Bulk Waste would be as specified.*

35. Draft Contract, Page 13 section 6.3- based on residential hours of operation from 4:00 AM – 4:00 PM and commercial hours of operation from 7:00 PM – 8:00 AM, it appears that the transfer station must be open to accept material for 21 hours per day. What are the hours of operation for the transfer station?

RESPONSE: *The Contractor is allowed to collect residential and commercial waste within the specified hours, but is required to deliver materials to the City Transfer Station during normal operating hours, which currently are 6:00 am to 3:30 pm Monday through Friday and 6:00 am to 1:30 pm on Saturday. Article 6.3.1 of the Draft Contract in Attachment A is revised as follows: “Commercial Collection Services shall be provided between the hours of 2:00 a.m. and 6:00 p.m. on Monday through Sunday except as provided herein.”*

36. Draft Contract, Page 14 section 8.1.2 residential containers- does the contractor buy these bins with the RFID and what about future carts, who purchases them and what is the process.

RESPONSE: *The Contractor is responsible for purchasing Recycling Bins with RFID chips to distribute to residents with space restrictions who are unable to use Recycling Carts. We estimate that 700 recycling bins currently are in use. The City currently has an inventory of approximately 1,800 Recycling Carts, and anticipates an inventory of 500 Garbage Carts. As stated in Article 8.3.2 of the Draft Contract in Attachment A, if the City-provided inventory is depleted, the Contractor shall be responsible for providing additional Garbage and Recycling Carts as needed.*

37. Draft Contract, Page 14 section 8.1.6- does the city have an inventory of different size carts. What are the different sizes?

RESPONSE: See response to questions 36. Prior to the start of the new contract, the City will be purchasing Garbage Carts, including an inventory of approximately 500 extra carts.

38. Draft Contract, Page 14 section 8.1.6c- is this fee for the collection of the cart, or for the cart itself. Who buys the cart, who gets the \$60 fee.

RESPONSE: Article 8.1.6.c of the Draft Contract in Attachment A is replaced with the following: Supply additional Garbage Cart(s) to curbside Residential Units for a one-time fee of eighty-five dollars (\$85.00) per Garbage Cart. Fifty-five dollars (\$55.00) of each fee collected shall be due the City, until such time as the City-provided inventory of Garbage Carts is depleted. Thereafter, the entire fee shall be retained by the Contractor. The Contractor shall be responsible for the billing and receipt of said fee. "

Article 15.3.5.c of the Draft Contract in Attachment A now includes the following: "The portion of fees due the City for the provision of additional Garabge Carts as specified in Article 8.1.6.c."

39. Draft Contract, Page 15 section 8.2.2- commercial container exchanges must be made in 3 days. Is this 3 calendar days or 3 work days please clarify.

RESPONSE: Three (3) business days.

40. Draft Contract, Page 15 – Sec. 8.3.6 and 8.3.7 – These provisions require the contractor to repair or replace damaged carts. They make no provision for carts damaged by the abuse of the resident/customer. Will the city consider adding a provision that carts damaged by customer abuse shall be repaired or replaced at the cost of the customer? What about if the carts are lost or damaged due to a hurricane.

RESPONSE: The Contractor is responsible for repairing or replacing any lost or damaged carts due to any circumstance. If the Contractor can provide to the City definitive proof of a resident damaging a City-owned cart, the situation will be addressed on a case-by-case basis. In case of a natural disaster such as a hurricane, the City will be responsible for the cost of replacing damaged carts

41. Draft Contract, Page 16 section 9.1.1- is there a charge for commercial yard waste and commercial recycling delivered to city transfer station.

RESPONSE: There is no charge for commercial recycling delivered to the transfer station by a business. Regular tipping fees apply to commercial yard waste delivered to the transfer station.

42. Draft Contract, Page 16 section 9.3.1- requires contractor to provide service verification software that is compatible with RFID technology currently employed by the city. What is the current RFID program utilized by the city and who is the vendor.

RESPONSE: The RFID software currently employed by the City is Rehrig Penn Logistics Asset Tracking System Version 4.1.3.76. Service verification and asset management systems provided by the Contractor should be compatible with RFID tag specifications provided in Exhibit 4 of the Draft Contract, and should meet all requirements specified therein and in Draft Contract Article 9.3. Collection vehicles currently are not equipped with RFID readers; therefore, a service verification system currently is not in place.

43. Draft Contract, Page 17 Section 9.3.2 Service Verification System: Can you define what "Other information" will be requested by the City Representative?

RESPONSE: Other information may be requested by the City depending on the capabilities of the service verification system employed by the Contractor and information that might be useful for state or local reporting requirements or for tracking the Contractor's performance.

44. Draft Contract, Page 18 section 9.6.5- is the non collection notice to the city per address.

RESPONSE: Yes, Contractor shall report all addresses at which a non-collection notice was left.

45. Draft Contract, Page 19 Section 9.10.1 If new trucks are not available by contract start date due to back orders, can trucks be supplied by June 1, 2015 as long as we can provide proof that the new equipment has been ordered?

RESPONSE: The City intends to award a contract in sufficient time for the Contractor to acquire new vehicles. We understand that delays are possible and will consider extending the date on which new vehicles are required if the Contractor provides adequate documentation, including proof of an order being placed within thirty (30) days of contract award.

46. Draft Contract, Page 19 section 9.10- do spare trucks have to be new.

RESPONSE: Only frontline vehicles must be new; however, the Contractor must clearly designate which vehicles are frontline and which are spare, and shall notify the City Representative when a spare vehicle is being used.

47. Draft Contract, Page 19 section 9.10.6- is it acceptable to have signs on the side of the trucks, can they be on the front.

RESPONSE: This Article remains as stated.

48. Draft Contract, Page 21 section 11.2.1 if someone other than the contractor delivers yard waste and or recycling to the transfer station who will bear the cost of these materials.

RESPONSE: As stated in Article 11, the Contractor is responsible for processing all Recyclables, White Goods, and Yard Waste received at the City Transfer Station. As stated in Article 15.1.4, the Contractor shall be paid for transporting and processing Yard Waste. As is currently the case, Recyclables and White Goods shall be transported and processed at no cost to the City. As stated in Article 15.2, the Contractor shall remit payment to the City for residential Program Recyclables and all White Goods, but not for Recyclables received from other sources.

49. Draft Contract, Page 23 section 13 need to clarify dollar amount, what is the expected expense of this item, is there a cap.

RESPONSE: Bidder should have the experience and knowledge to be able to estimate the cost of printing and distributing the requested educational materials based on the estimated unit counts provided in the ITB and Price Form.

50. Draft Contract, Page 24 section 13.2.2 Commercial recycling program and target- can you please clarify this portion, if the commercial recycling is a non exclusive service option how can the contractor be accountable for recycling percentages. This section specifically states that the targets refer to percent of commercial customers receiving collection of single stream recyclables by the contractor compared to the total number of commercial customers receiving collection services. Will contractor get credit for other vendors or self haulers providing recycling collection?

RESPONSE: The City is not aware of any other vendors competing for recyclables in the City in any organized manner, nor do we anticipate any because of the City's geographic location. The number of self-haulers is negligible, and we would encourage the Contractor to approach these

businesses and offer them collection services. Therefore, the City does not anticipate any form of credit.

51. Draft Contract, Page 24 Section 13.2.4 Commercial Recycling Program and Targets: Is there a verification process before we have to remit penalties by the next month?

RESPONSE: *See response to question 3. As stated in Article 12.2.2, the Contractor is required to provide monthly a list of all Commercial Customers that received service that month, indicating the type of service received (solid waste and/or recycling collection), as well as a calculation of the commercial recycling participation rate. The City shall review and take whatever steps it deems necessary to verify this information, which may include inspecting the Contractor's records pursuant to Article 12.1.*

52. Draft Contract, Page 25 section 14.2.1-what happens if building is destroyed in a storm.

RESPONSE: *The City of Key West owns the City Transfer Station building and will be responsible for major repairs that may occur in a storm-related incident. The Contractor is responsible for routine maintenance and for keeping the building and grounds in good condition.*

53. Draft Contract, Page 27 section 14.7.2 material rejection – if the contractor determines that a load contains prohibited waste the contractor shall remove any prohibited waste and shall properly manage and dispose of such prohibited waste. Who pays for the disposal of prohibited waste.

RESPONSE: *As stated in Article 14.7.4, the City will bear the expense of disposing of any Hazardous Waste detected in a load of waste delivered to the City Transfer Station. In the unlikely case that some other type of Prohibited Waste is detected, the Contractor shall bear the cost of properly disposing of such Prohibited Waste.*

54. Draft Contract, Page 27 section 14.5.2- will there be a fee for commercial recycling at the transfer station. How will commercial recycling be handled?

RESPONSE: *See the responses to questions 41 and 48.*

55. Draft Contract, Page 32 section 16.2.2 Local Manager- does there have to be justification for this or steps in a process before the city asks for the removal of local manager. Is there an appeal process.

RESPONSE: *This is at the City's discretion and there is no appeal process.*

56. Draft Contract, Page 32 – Sec. 16.2.2 – Local Manager – This allows the City to remove the local manager on request. There are no objective criteria and no interim disciplinary steps/ warnings that must be taken before such action. Will the City consider modifying this provision to provide such interim steps?

RESPONSE: *See response to question 55.*

57. Draft Contract, Page 33 Section 16.4 Liquidated Damages subsections g and h: What are the criteria for a "legitimate" complaint?

RESPONSE: *As stated in Article 10.1.1, a complaint shall be considered legitimate unless the Contractor provides satisfactory evidence to the City that the complaint occurred through no fault of the Contractor.*

58. Draft Contract, Page 33 – Sec. 16.5 – Arbitration – Disputes for arbitration do not include breach of the contract. Please clarify. Does this mean that any dispute that could be considered a breach of a term/provision of the contract is excluded from the arbitration process?

RESPONSE: Yes. Breach of Contract is explained in section 18.3, page 35 of the contract.

59. Draft Contract, Page 34 section 18.1 please clarify this appears to make this a 2 year contract. With the large capital investment of new containers, RFID electronic readers in every truck, RFID tracking software, new CNG collection vehicles and CNG infrastructure construction of CNG fueling station some of these capital items can not be moved to another location if the termination for convenience after 2 years remains in the contract then all cost associated with these capital improvements will have to be front loaded in the pricing for the first 2 years. Will city consider removing this language and retain the language on termination for cause or material breach?

RESPONSE: This is a termination clause. The term of the contract is 7 years as stated in section 1.2, page 4 of the contract.

60. Draft Contract, Page 34 section 18.3.1- this section states that within 7 days after receipt of written notice, if the breaching party fails to cure the default..... Please clarify due to the fact that section 18.2 states that the breaching party has 30 days to cure. Both sections seem to state different things.

RESPONSE: The first sentence of Section 18.3.1 will be amended to read, “ Within thirty (30) days after receipt of written notice, if the breaching party fails to cure the default or breach, the City Representative shall notify the City Manager and a public hearing shall be set for a date within fifteen (15) days of such notice.”

61. Draft Contract, Page 42 please explain fuel calculations and what vehicles does this apply to, also clarify the record keeping. Does this formula apply to CNG fueled trucks? What fuel index is used for CNG?

RESPONSE: Fuel adjustments apply to the collection fee component of service rates and are formula-based as specified Exhibit 2. If the Contractor utilizes CNG collection vehicles, the exhibit will be revised accordingly. In such case, the Fuel Index will be the Henry Hub Gulf Coast Natural Gas Spot Price (dollars per million BTU/7.17 dge), provided by the U.S. Energy Information Administration and accessible at: <http://www.eia.gov/dnav/ng/hist/rngwhhdd.htm>

62. Draft Contract, Page 43 exhibit 3 recyclable revenue, do we deduct self-haulers tons & charge the \$80 per ton fee.

RESPONSE: No. As stated, Exhibit 3 applies only to Program Recyclables collected from Residential Units. As is currently the case, the Contractor is required to transport and process all Recyclable Materials received at the City Transfer Station at no cost to the City. Under the new contract , the Contractor will remit revenue to the City for Program Recyclables collected from Residential Units, but is not required to remit revenue to the City for any other Recyclable Materials, with the exception of White Goods.

63. Draft Contract, Page 43 – Exhibit 3 – Recyclables Revenue – There is no provision for adjustment of the \$80 per ton processing fee for changes in the CPI. Will the City consider same?

RESPONSE: Exhibit 2 of the Draft Contract in Attachment A is revised as follows: “Beginning October 1, 2015 and the same date of each subsequent year during the term of the Contract

excluding the final Contract year, the collection component of service rates and the Contractor's Fee used in determining Recyclables revenue shall be adjusted as follows."

Exhibit 3 A.2 of the Draft Contract in Attachment A is revised as follows: "A Contractor's Fee of eighty dollars (\$80.00) per Ton shall be deducted from the AMV. This fee shall be adjusted annually as specified Exhibit 2.a-d."

64. Draft Contract, Page 45 White Goods- why is it not based on outbound material. Suppose there is difference between inbound and outbound.

RESPONSE: *We do not anticipate a difference between inbound and outbound occurring.*

65. Draft Contract, Page 46 exhibit 4 container specifications- Are these specs standard or are these specs manufacturer specific.

RESPONSE: *They are standard specifications.*

66. Is the Key West housing authority part of this bid, it is not addressed in the bid documents or sample contract.

RESPONSE: *The Key West Housing Authority is included in residential unit counts in the bid. The Contractor will be paid the same rate for Key West Housing Authority units as it is for any other Residential Unit.*

67. When is the city planning on delivery of the new solid waste carts?

RESPONSE: *Prior to January 1, 2015.*

68. If cart inventory runs out who is responsible for purchasing additional inventory?

RESPONSE: *As stated in Article 8.3.2 of the Draft Contract in Attachment A, the Contractor is responsible for replenishing and maintaining an adequate inventory of Garbage Carts and Recycling Carts and Bins when the City-provided inventory is depleted.*

69. How many additional carts will city be ordering on the initial order to keep as inventory stock?

RESPONSE: *See responses to questions 36 and 37.*

70. Will the City of Key West consider an extension of two weeks for submittal of proposals?
Rationale: Bidders are allowed to submit questions to the City, seeking information they may need to submit a fully responsive proposal, or for clarification of RFP provisions. However, under the current schedule, the period between the date when the City's answers are due and the deadline for submittal of proposals is short. More time (at least 2 additional weeks) is needed to allow bidders to digest and utilize information supplied in the City's answers, to assure that the proposals submitted to the City are thorough and offer a meaningful choice to the City. If proposals are rushed to completion without sufficient time to consider the information provided through the Q&A process, one prospective bidder (the current franchisee) will have an undue advantage because it possesses information that other bidders would have to obtain by submitting questions. A short delay will not hamper the successful bidder's ability to be "ready to roll" by the January 2015 effective date of the new contract.

RESPONSE: *The revised due date for submittals is Wednesday, March 5th at 3:30 p.m.*

71. Paragraph 3.10 page 12 titled "Recyclables, White Goods, and yard Waste Processing Services", states: "The Contractor shall be responsible for the processing of all Recyclables, White Goods and Yard Waste collected pursuant to the Contract and/or received at the City Transfer Station...., The Contractor shall be responsible for all costs associated with processing

transporting and marketing of said materials". The City operates the Transfer Station and another entity (The Hauler) is responsible for the "haul out" of the debris to the mainland. What are the respective responsibilities of the Contractor, the City (as Transfer Station operator) and the hauler with respect to Recyclables, White Goods and yard Waste after delivered to the City Transfer Station?

RESPONSE: The Contractor's responsibilities regarding processing Recyclables, White Goods, and Yard Waste are outlined in Article 11 of the Draft Contract in Attachment A of the ITB. If the City chooses to continue operating the City Transfer Station, the City will load transfer trailers as appropriate. If the City decides to privatize operation of the City Transfer Station, then the Contractor will be responsible for receipt and loading of all materials at the facility, as outlined in Article 14 of the Draft Contract. The company that transports and disposes of solid waste for the City will have no responsibilities related to Recyclables, White Goods, or Yard Waste.

72. Please clarify the requirement for "newness" of the equipment. Would the City accept service from the contractor with trucks that were less than three (3) years old or would the equipment be required to be "Brand new"?

RESPONSE: See response to question 7.

73. Will the City provide a current Commercial Customer List?

RESPONSE: A recent commercial customer list is provided in Attachment A to this Addenda.

74. Will the City provide a list of the number of containers by size and frequency for the commercial customers currently in place?

RESPONSE: See response to questions 17 and 73.

75. Will the City provide a list or number of residential units that require "Door – Side or Back Door" service?

RESPONSE: The City does not have this information available, though the number of residential units utilizing door-side service is expected to be small.

76. Paragraph 4.9 on page 16 of the ITB it states that franchise fees for 2014 will be \$1,300 but are subject to increase in future years. (a) Will the City agree to place a cap on such future increases? (b) Please specify the criteria upon which future increases will be based.

RESPONSE: This is the fee for a City of Key West Business License, not a franchise fee. These fees are established by ordinance passed by the City Commission. For more information, see <http://www.keywestcity.com/departments/division.php?structureid=27>.

77. Please provide the following data for current staffing of the City Transfer Station: job description for each employment category, number of employees in each category, and pay level/range for each category.

RESPONSE: Provided below is the current staffing and salary ranges. Job descriptions are provided in Attachment B.

*Transit Station Supervisor (Grade N 29; salary range \$18.0202-\$28.9359/hour) - One employee
Transfer Station Mechanic (G 27; salary range \$16.9599-\$27.1020/hour) - One employee
Scale Tipping Floor Attendant (G 21; salary range \$14.1839-\$22.0334) - Two employees
Transfer Station Operator (G 21; salary range as above) - Two employees*

78. Page 3, Section 1.1. Purpose: Can the successful bidder subcontract the collection of bulk waste to company that specializes in this type of waste collection?

RESPONSE: Yes, subject to approval by the City. Bidder should identify any and all subcontractors. Additionally, the Contractor is fully responsible for any and all services provided by a subcontractor.

79. Page 4, Section 1.4 Bid Format: In the third paragraph, it states “Additional information shall not exceed twenty (20) pages in total.” Does this requirement apply to 20 pages for each section or form submitted or is this for all sections and forms combined?

RESPONSE: It refers to information provided in addition to the required forms. The City will make an exception for financial reports that might be submitted to document financial capability.

80. Page 6, Section 1.11 Bid Review and Contract Award: Will commercial pricing be included in the evaluation of bidders for award?

RESPONSE: Yes, see response to questions 19 and 20.

81. Page 7, Section 2.1 Collection Services: How many multi-family units share carts?

RESPONSE: The City does not have this information available; however, the City distributed 10,680 Recycling Carts, and estimates approximately 700 Recycling Bins are in use. The Residential Unit count provided for bidding purposes is 13,639.

82. Page 9, Section 3.2 Residential Collection Service, Curbside Service Option 1 & 2: Can the City please confirm if Residential Garbage Carts will provided by the City?

RESPONSE: See response to question 37 and Article 8.1.1 of the Draft Contract in Attachment A of the ITB.

83. Page 9, Section 3.2 Residential Collection Service, Curbside Service Option 1 & 2: Can the City please clarify who will conduct the initial distribution of Residential Garbage Carts?

RESPONSE: See Article 8.1.1 of the Draft Contract in Attachment A of the ITB.

84. Page 9, Section 3.2 Residential Collection Service, Curbside Service Option 1 & 2: Can the City please confirm if the successful bidder will be responsible for replacing Residential Garbage Carts after the initial distribution is completed?

RESPONSE: See responses to questions 36 and 37 and Article 8.3.2 of the Draft Contract in Attachment A of the ITB.

85. Page 10, Section 3.2 Residential Collection Service, Curbside Service Option 2: Does the successful bidder have the option to set collection days for option 2?

RESPONSE: Yes, with the City’s approval.

86. Page 11, Section 3.3 Commercial Collection Service: Can the City please provide a listing of commercial customers, including a container inventory per customer based on size and frequency of service?

RESPONSE: See responses to questions 73 and 74.

87. Page 11, Section 3.5 Additional Collection Services: Can the successful bidder subcontract for the handling and disposal of HHW/E-Waste to a licensed, nationally recognized company?

RESPONSE: Yes, subject to approval by the City. Bidder should identify any and all subcontractors. Additionally, the Contractor is fully responsible for any and all services provided by a subcontractor.

88. Page 11, Section 3.7 Service Verification System: Can the City please confirm that there is no RFID requirement on Commercial Solid Waste Collection Service and on Commercial Recycling Collection Service?

RESPONSE: The City is not requiring RFID on commercial containers; however, the Contractor may elect to equip commercial containers with RFID.

89. Page 11, Section 3.7 Service Verification System: Can the City please provide the name of cart supplier and RFID chip manufacturer?

RESPONSE: The recycling carts and RFID chips were purchased from Rehrig Pacific Company. The City will purchase Garabge Carts with RFID chips that meet the specifications provided in Exhibit 4 of the Draft Contract in Exhibit A.

90. Page, 11, Section 3.7 Service Verification System: Is it a required part of the Service Verification System that it have an asset management system within the application? While Progressive has an RFID service verification system, the asset management system is not a component of that application but is integrated to our back office environment through web based services that update that application monitoring the movement of containers. Both applications have web interfaces and would be accessible to the city.

RESPONSE: This is acceptable as long as the asset management system is fully accessible to the City, capable of incorporating the City's current information regarding Recycling Carts, and capable of transferring all asset management information to the City at the end of the Contract. See Article 9.3 of the Draft Contract in Attachment A of the ITB for additional details regarding requirements for the service verification system.

91. Page, 11, Section 3.7 Service Verification System: In what format will the customer data be delivered to the contractor?

RESPONSE: Customer lists will be provided in Excel. Transmission of asset management data will be addressed during transition planning.

92. Page, 11, Section 3.7 Service Verification System: What will be the common link for the city provided data, folio Id or tax roll number?

RESPONSE: Residential customer lists are developed using non-ad valorem assessment data. Should changes in the residential customer list during the course of the year, the City will notify the Contractor.

93. Page, 11, Section 3.7 Service Verification System: Can the city please provide GIS layer information for use by the contractor for routing development?

RESPONSE: This information is not available to the City at this time.

94. Page, 11, Section 3.7 Service Verification System: What will be the mechanism for keeping data up to date for the city customers and the delivery of said data to the contractor? (New Accounts)

RESPONSE: See Article 5.1.1 of the Draft Contract in Attachment A of the ITB.

95. Page 12, Section 3.8 Collection Services Billing: Does the 13,639 residential units that are billed fluctuate with seasonality? Are services to these units stopped or suspended during various periods of the year?

RESPONSE: *There are no seasonal fluctuations in billing. Residents are billed on the property tax rolls for the entire year. When seasonal residents are not in town, there will be slightly less material for collection.*

96. Draft Contract, Page 13, Section 7.2 Special Event Services: What are the numbers of special events that the successful bidder will be required to service?

RESPONSE: *The City estimates 60-80 special events per year. The Contractor may not be asked to provide service at all events.*

97. Draft Contract, Page 15, Section 8.3.7 Container Storage, Maintenance, Repair, and Replacement: Can the City please provide clarification as to why the Contractor would bear the cost of all of the carts if this is an asset of the City? Would the contractor not be entitled to bill for said services and repairs? It is understood that commercial containers that would be supplied by the contractor would not qualify, could the City please provide clarification on the cart maintenance costs?

RESPONSE: *The Recycling Carts were purchased in July 2013 and are warranted for 10 years. The City will purchase Garbage Carts, which will have a similar warranty, for the start of the new contract and will purchase an extra inventory of approximately 500 carts. The Contractor shall be responsible for warranty recovery and for the cost of any maintenance, repair, or replacement costs not covered by the warranty. The City believes this is fair and provides the Contractor with an incentive to properly handle the carts.*

98. Draft Contract, Page 16, Section 9.3.1 Service Verification System: Can the City please clarify the reporting mechanism for delivery of the required reports? Is this through direct access to the contractors systems via a portal using standard system reports or is the City looking for a customized web based system per specific specifications for report formats?

RESPONSE: *A portal to standard system reports is acceptable as long as the information requested is provided and the system can generate hard copy reports if needed.*

99. Draft Contract, Page 18, Section 9.6.5 Non-Collection Procedures & Section 9.7.2 Missed Collection: Can the City please clarify how the electronic delivery of the required reports in section 9.6.5 and 9.7.2 shall be delivered? Is it as simple as via email or is a special reporting interface or service required? We could assume that it is email as outlined in Article 10 for complaints and property damages but could the City please confirmation.

RESPONSE: *An email transmittal is acceptable as long as the information is provided in a format approved by the City Representative.*

100. Draft Contract, Page 20, Section 10.1.3 Customer Complaints: Can the City please clarify who will be responsible for taking the calls for complaints?

RESPONSE: *In most cases, complaints will go directly to the Contractor, who should compile and provide a complaint log as specified in Article 10.1.3 and 10.1.5 of the Draft Contract provided in Attachment A.*

101. Draft Contract, Page 22, Section, 12.2 Reporting: Can the city please confirm the delivery method for the specified daily, monthly, and annual reports?

RESPONSE: *As stated, the reports are to be transmitted electronically and are to be in a format approved by the City Representative.*

102. Draft Contract, Page 22, Section 12.2.1 Daily Report & Section 12.2.2 Monthly Report: Can the City please clarify what the format should be of the daily report and monthly report that is to be sent to the City electronically? Will the City accept a report in a PDF?

RESPONSE: *The report format is subject to approval by the City Representative; however, a format such as Excel is preferable to a PDF.*

103. Draft Contract, Page 25, Section 14.2 Contractor Responsibilities: As mentioned during the site visitation at the City's Transfer Station, the successful bidder will be responsible for hauling leachate from the facility. What is the annual volume amount of leachate that is currently be hauled from the facility?

RESPONSE: *Approximately 440 tons of leachate were collected in 2013. This estimate is for bidding purposes only, and is subject to fluctuation.*

104. Draft Contract, Page 28, Section 14.8 Facility and Equipment: Will the successful bidder be permitted to conduct modifications to the City's Transfer Station?

RESPONSE: *As specified in Article 14.8.7 of the Draft Contract in Attachment A, improvements shall be made upon prior written consent by the City Representative.*

105. Draft Contract, Page 29, Section 14.10 Reporting: Can the city please confirm the delivery method for the specified daily, monthly, and annual reports?

RESPONSE: *See response to question 101.*


106. Attachment C – Service Area Map: Can the City please provide the number of units contained in each zone for the different days of collection?

RESPONSE: *This information is not available.*

107. Can the City please provide the original contract for Waste Management from 2000?

RESPONSE: *The existing contract is provided in Attachment C to this Addenda.*

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2, by submitting the addendum with the bid package. ***Attachments to this addenda should not included with bid packages.*** Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.



Timothy B. Hawkins, President
Signature

Waste Management Inc. of Florida

Name of Business

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name WASTE MANAGEMENT INC. CtlNbr:0009227
Location Addr 245 US 1
Lic NBR/Class 14-00010965 UTILITY/COM-PHONE, GAS, TV, TRASH, ETC
Issue Date: July 09, 2013 Expiration Date: September 30, 2014
License Fee \$1,260.00
Add. Charges \$0.00
Penalty \$0.00
Total \$1,260.00

Comments: WASTE FRANCHISE

Oper: C.WALKER Type: OC Drawer: 1
Date: 7/26/13 53 Receipt no: 89774

2014 10965

This document must be prominently displayed. 1.00

WASTE MANAGEMENT INC.

ON VISA/MASTERC

LIC OCCUPATIONAL RENEWAL
\$1260.00
2943656
\$1396.50

WASTE MANAGEMENT INC.
125 TOPPINO INDUSTRIAL DR

Trans date: 7/26/13 Time: 13:38:45

KEY WEST FL 33040

2013 / 2014
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2014

Business Name: WASTE MANAGEMENT INC

RECEIPT# 47161-80640

Owner Name: GREGORY SULLIVAN

Mailing Address: 125 TOPPINO DR
KEY WEST, FL 33040

Business Location: 125 TOPPINO INDUSTRIAL R
KEY WEST, FL 33040

Business Phone: 305-797-3355
Business Type: MISCELLANEOUS SERVICE (GARBARE
DISPOSAL SERVICE)

Employees 70

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	150.00	0.00	0.00	0.00	150.00

Paid 122-12-00003660 08/02/2013 150.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY PLANNING
AND ZONING REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT

P.O. Box 1129, Key West, FL 33041-1129

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Paid 122-12-00003660 08/02/2013 150.00

