

Bid Response

Solid Waste Collection and Processing Services (ITB# 14-009)
For the
City of Key West, FL



Submitted by
Advanced Disposal Services Solid Waste Southeast, Inc.
(a wholly-owned subsidiary of Advanced Disposal Services, Inc.)

March 5, 2014

City Clerk Office
City of Key West
3126 Flagler Avenue
Key West, FL 33040

86490 Overseas Highway * Islamorada, FL 33036
P: (305) 853-3433* F: (305) 453-7979
www.AdvancedDisposal.com

Original



Advanced Disposal

March 5, 2014

City Clerk's Office
City of Key West
3126 Flagler Avenue
Key West, FL 33040

Re: Response to the Invitation to Bid for Solid Waste Collection and Processing Services

To Whom It May Concern:

Advanced Disposal Services Solid Waste Southeast, Inc. ("Advanced Disposal") is pleased to submit the attached response to your Invitation to Bid for Solid Waste Collection and Processing Services. I am the President of Advanced Disposal and am responsible for the oversight of the operations that will be provided to the City if we are awarded this contract. I am authorized to sign and submit the attached ITB response. We are in receipt of Addendum 1 and Addendum 2. I have also attached the Secretary's Certificate for your reference. If requested, Bruce Williams, General Manager is available to meet with you or your representatives concerning this ITB response. Bruce's contact information is listed below:

Bruce Williams
General Manager
Advanced Disposal Services Solid Waste Southeast, Inc.
86490 Overseas Highway
Islamorada, FL 33036
Phone: (305) 853-3433
Email: bruce.williams@advanceddisposal.com

I am confident that you will look favorably upon the response that we have provided. If after reviewing our response, you have any questions or require any additional information, we would be pleased to meet with you to discuss your questions. Thank you for allowing Advanced Disposal the opportunity to present this ITB response.

Sincerely,

Richard Burke
President

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE ADVANCED DISPOSAL SERVICES SOLID WASTE SOUTHEAST, INC.
86490 OVERSEAS HIGHWAY, ISLAMORADA, FL 33036

as Principal, hereinafter called the Principal, and RLI Insurance Company
9025 N. Lindbergh Drive, Peoria, IL 61615

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

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 Dollars and 00/100

Dollars (\$ 50,000),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for ITB #14-009 FOR 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 materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 26th day of February, 2014

Jaime Smarini
(Witness)

ADVANCED DISPOSAL SERVICES SOLID WASTE SOUTHEAST, INC.

(Principal) (Seal)
By: [Signature] PRESIDENT
(Title)

Amanda Matthews
AMANDA MATTHEWS (Witness)



RLI Insurance Company
(Surety)

(Seal)
By: [Signature] Janice Fennell
Attorney-in-Fact (Title)



RLI Surety
P.O. Box 3967 | Peoria, IL 61612-3967
Phone: (800)645-2402 | Fax: (309)689-2036
www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

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

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
Janice Fennell, Richard C. Rose, Jeremy C. Rose, jointly or severally

in the City of Knoxville, State of Tennessee its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

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

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

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

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 27th day of January, 2014.



RLI Insurance Company

By: Roy C. Die Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 27th day of January, 2014, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 26 day of FEBRUARY, 2014.

By: Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public

RLI Insurance Company

By: Roy C. Die Vice President



4133278020212

A0058707

RLI

RLI Insurance Company | Commercial Surety Division
2475 Northwinds Parkway, Suite 300 | Alpharetta, GA 30004
Phone: 770-754-0100 | Fax: 770-576-3974

www.rliilcorp.com

February 26, 2014

City of Key West
3126 Flagler Avenue
Key West, FL 33040

RE: ITB #14-009 for Solid Waste Collection and Processing Services

To Whom It May Concern:

This is to advise you that RLI Insurance Company, ("RLI"), provides suretyship on behalf of Advanced Disposal Services Solid Waste Southeast, Inc. RLI is licensed in all fifty states, A+ (superior) rated by A.M. Best, Class XI, and U.S. Department of Treasury listed.

It is the intent of RLI Insurance Company to provide the required payment and performance bonds. It is understood that any arrangement for a performance and/or payment bond is a matter between Advanced Disposal Services Solid Waste Southeast, Inc. and RLI, as Surety, and will be subject to RLI's standard underwriting conditions at the time of any performance and/or payment bond request. We value our relationship with Advanced Disposal Services Solid Waste Southeast, Inc. and have the utmost confidence in their ability.

If you have any questions or need any further assistance, please feel free to contact our office at (865-588-8101) and ask for the individual listed below. Thank you.

RLI Insurance Company


Janice Fennell, Attorney-in-Fact



RLI Surety
P.O. Box 3967 | Peoria, IL 61612-3967
Phone: (800)645-2402 | Fax: (309)689-2036
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RLI Insurance Company

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Janice Fennell, Richard C. Rose, Jeremy C. Rose, jointly or severally

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RLI Insurance Company

By: Roy C. Die Vice President

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County of Peoria } SS

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I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 26 day of FEBRUARY, 2014.

By: Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public

RLI Insurance Company

By: Roy C. Die Vice President



BID FORM

1. Name of Bidder: Advanced Disposal Services Solid Waste Southeast, Inc.
2. Federal Tax ID Number: 65-0858287
3. Contact Person: Bruce Williams
4. Business Address(es): 86490 Overseas Highway * Islamorada, FL 33036
5. Principal Address, if different: 90 Fort Wade Road, Suite 200 * Ponte Vedra, FL 32081
6. Telephone: (305) 853-3433 Cell: (305) 797-1333 Fax: (305) 453-7979
7. E-mail Address: bruce.williams@advanceddisposal.com Web Site URL: www.advanceddisposal.com
8. Business has been in operation under its present name since: 1998
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:

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:

Jaime S. Marini
Witness

JAIME S. MARINI
(Printed name of Witness)

BIDDER:

BY: Richard Burke (SEAL)
(Authorized Signature in Ink)

Richard Burke, President

(Printed Name of Signer, Title)

March 5, 2014 (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) | |

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: Orange County, FL - Zone 2
 Municipality/County Contact: Perry Davis
 Municipality/County Address: 201 S. Rosiland Avenue * Orlando, FL 32801
 Contact's Phone: (407) 836-5368 Email: perry.davis@ocfl.net
 Term of Current Contract: Start Date: 1/1/2009 End Date: 12/31/2015

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	36,983		X		
Carted Recycling					
Manual Recycling	36,983	X			NO
Yard Waste	36,983	X			
Bulk Waste					

Number of Commercial customers served MSW: 0 Recycling: 0

Reference #2:

Municipality/County: Palm Beach County, FL
 Municipality/County Contact: John Archambo, Operations Manager
 Municipality/County Address: 7501 N. Jog Road * West Palm Beach, FL 33412
 Contact's Phone: (561) 697-2700 Email: _____
 Term of Current Contract: Start Date: 10/1/2013 End Date: 9/30/2018

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	90,520		X		
Carted Recycling	272				
Manual Recycling	45,260	X			NO
Yard Waste	45,260	X			
Bulk Waste					

Number of Commercial customers served: MSW: 595 Recycling: 177

MINIMUM QUALIFICATIONS AND REFERENCE FORM (CONTINUED)

Reference #3:

Municipality/County: Islamorada, FL
Municipality/County Contact: John Sutter
Municipality/County Address: 87000 Overseas Highway * Islamorada, FL 33036
Contact's Phone: (305) 853-1821 Email: john.sutter@islamorada.fl.us
Term of Current Contract: Start Date: 1/1/2013 End Date: 12/31/2023

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	4200		X		YES
Manual Solid Waste					
Carted Recycling	4200	X			
Manual Recycling					<div style="border: 1px solid black; padding: 2px; display: inline-block;">NO</div>
Yard Waste	4200	X			
Bulk Waste	4200			On-Call	

Number of Commercial customers served: MSW: 348 Recycling: 47

Reference #4

Municipality/County: Lee County, FL - Service Area 1 (Bonita & Fort Myers Beach)
Municipality/County Contact: Brigitte Kantor, Operations Manager
Municipality/County Address: 10550 Buckingham Road * Fort Myers, FL 33905
Contact's Phone: (239) 533-8000 Email: Bkantor@leegov.com
Term of Current Contract: Start Date: 10/1/2000 End Date: 09/30/2015

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	23,054	X			
Carted Recycling	23,054	X			
Manual Recycling					<div style="border: 1px solid black; padding: 2px; display: inline-block;">NO</div>
Yard Waste	23,054	X			
Bulk Waste					

Number of Commercial customers served: MSW: 1398 Recycling: 1352

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: _____

RMPF Owner: _____

RMPF Operator: _____

Facility Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: (_____) _____ Fax Number: (_____) _____

Current Annual Throughput (Tons): _____ Annual Capacity: _____

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: _____

Facility Owner: _____

Facility Operator: _____

Facility Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: (_____) _____ Fax Number: (_____) _____

Current Annual Throughput (Tons): _____ Annual Capacity: _____

Description of processing methodology and material end-use:

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>Charlie Appleby</u>	<u>Chief Executive Officer</u>	<input checked="" type="checkbox"/>
<u>Richard Burke</u>	<u>President</u>	<input checked="" type="checkbox"/>
<u>Jim Suter</u>	<u>District Manager</u>	<input checked="" type="checkbox"/>
<u>Bruce Williams</u>	<u>General 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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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:

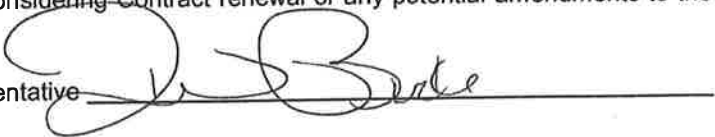
☒ Yes

☐ 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



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 <ul style="list-style-type: none"> Monday Tuesday Wednesday Thursday Friday 	Three routes everyday.	Two routes everyday.	Two routes everyday.	One everyday. Two will be run as volume dictates.
Households/Route <ul style="list-style-type: none"> Monday Tuesday Wednesday Thursday Friday 	Each route will be assigned to collect an average of 909 residential units per day.	Each route will be assigned to collect an average of 1364 residential units per day.	Each route will be assigned to collect an average of 909 residential units per day.	Service provided on an on-call, as-needed basis. Work will be completed within the contractual specifications.
Personnel/Route <ul style="list-style-type: none"> Monday Tuesday Wednesday Thursday Friday 	Each automated route is to be staffed with a driver. Backup drivers available as needed. 3	Each automated route is to be staffed with a driver. Backup drivers available as needed. 2	Each route will be staffed with 2 man driver/driver crews 6	One driver/operator per route. 1
Frontline Collection Vehicles <ul style="list-style-type: none"> Type Number Make Model/Year 	ASL Automators 3 Mack LE / Heil 2015 Model Year	ASL Automators 3 Mack LE / Heil 2015 Model year	REL w/ Tippers 3 Mack LE / McNeilus 2015 Model year	Clam Shell Truck 2 Mack / Arrow 25 yd 2015 Model year
Specialized Collection Vehicles <ul style="list-style-type: none"> Type Number Make Model/Year 	REL Ford/Heil 1 2015 Model Year			

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 <ul style="list-style-type: none"> • Mon/____(SW) • Tues/____(SW) • Wed/____(SW) • Thur/____(SW) • Fri/____(SW) 	Six routes everyday.	Two routes everyday.	Two routes everyday.	One everyday. Two will be run as volume dictates.
Households/Route <ul style="list-style-type: none"> • Mon/____(SW) • Tues/____(SW) • Wed/____(SW) • Thur/____(SW) • Fri/____(SW) 	Each route will be assigned to collect an average of 909 residential units per day.	Each route will be assigned to collect an average of 1364 residential units per day.	Each route will be assigned to collect an average of 909 residential units per day.	Svc provided on an on-call, as-needed basis. Work will be completed within the contractual specifications.
Personnel/Route <ul style="list-style-type: none"> • Mon/____(SW) • Tues/____(SW) • Wed/____(SW) • Thur/____(SW) • Fri/____(SW) 	Each automated route is to be staffed with a driver. Backup drivers available as needed. 6	Each automated route is to be staffed with a driver. Backup drivers available as needed. 2	Each route will be staffed with 2 man driver/driver crews 6	One driver/operator per route. 1
Frontline Collection Vehicles <ul style="list-style-type: none"> • Type • Number • Make • Model/Year 	FEL & ASL Trucks 6 Mack LE Chassis with McNeilus bodies. 2014 Model year	FEL & ASL Trucks 3 Mack LE Chassis with McNeilus bodies. 2014 Model year	FEL & ASL Trucks 3 Mack LE Chassis with McNeilus bodies. 2014 Model year	Clam Shell Truck 2 Mack MR Chassis with Arrow 25 yd
Specialized Collection Vehicles <ul style="list-style-type: none"> • Type • Number • Make • Model/Year 	REL Ford/Heil 1 2015 Model Year			

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: Roswell Transfer Station
Facility Address: 1803 Hembree Road
Contact Name, Title: Stuart Moring, Dir. of Environmental/Public Works
Contact's Phone: (770) 641-3715 Email: pwcustomerserviceteam@roswellgov.com
Annual Throughput (TPY): 40,000 tons Permitted Capacity (TPY): N/A
Term of Current Contract: Start Date: 12/2/2010 End Date: 12/1/2017
Material Types Handled:

Material Type	Tons per Year	Material Type	Tons per Year
Solid Waste	40,000	Bulk Waste	
Recycling		C&D Debris	
Yard Waste		Other:	

Notes: _____

Reference #2:

Facility Name: Cobb County Transfer Station
Facility Address: 1897 County Services Pkwy
Contact Name, Title: Jonathan Jenkins, Solid Waste Director
Contact's Phone: (678) 581-5460 Email: jajenkins@cobbcounty.org
Annual Throughput: 150,000 tons Permitted Capacity: N/A
Term of Current Contract: Start Date: 6/5/2009 End Date: 6/4/2024
Material Types Handled:

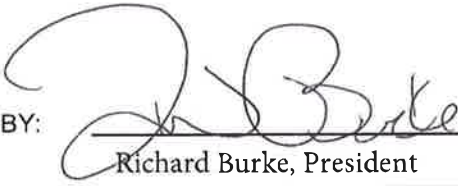
Material Type	Tons per Year	Material Type	Tons per Year
Solid Waste	150,000	Bulk Waste	
Recycling		C&D Debris	
Yard Waste		Other:	

Notes: _____

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: 
Richard Burke, President

sworn and prescribed before me this 5th day of MARCH, 2014



NOTARY PUBLIC, State of Florida



My commission expires: June 6, 2017

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 or 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: Advanced Disposal Services Solid Waste Southeast, Inc SEAL:

ADDRESS: 86490 Overseas Highway
Islamorada, FL 33036

SIGNATURE:  _____

PRINT NAME: Richard Burke

TITLE: President

DATE: March 5, 2014

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 or 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: Advanced Disposal Services Solid Waste Southeast, Inc SEAL:

ADDRESS: 86490 Overseas Highway
Islamorada, FL 33036

SIGNATURE: _____

PRINT NAME: Richard Burke

TITLE: President

DATE: March 5, 2014

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: _____ Phone: (____) _____

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

Fax: (____) _____

Length of time at this address: _____ years _____ months

Signature of Authorized Representative

Date

STATE OF _____

COUNTY OF _____

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

By _____, of _____
(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: _____

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.

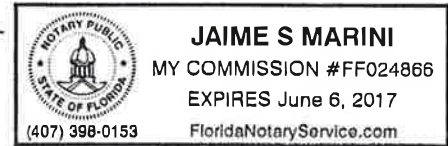
I, the undersigned hereby duly sworn, depose and say that the firm of Advanced Disposal Services Solid Waste Southeast, Inc provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

BY: [Signature]

Sworn and subscribed before me this 5th day of MARCH, 2014.

Jaime S. Marini
NOTARY PUBLIC, State of Florida at Large

My Commission expires: June 6, 2017



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.

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 City of Key West
by Richard Burke, President for Advanced Disposal Services Solid Waste Southeast, Inc
(Print individual's name and title) (Print name if entity submitting statement)

whose business address is 86490 Overseas Highway * Islamorada, FL 33036

and (if applicable its Federal Employer Identification Number (FEIN) is 65-0858287
(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: _____

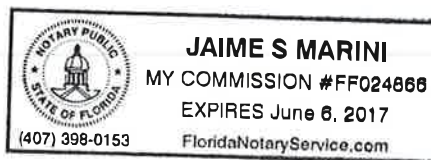
COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority Richard Burke
(name of individual)

who, after first being sworn by me, affixed his/her signature in the space provided above this 5th

day of MARCH, 2014.

Jaime S. Marini
NOTARY PUBLIC



My commission expires: June 6, 2017

CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA

SS:

COUNTY OF MONROE

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Advanced Disposal Services Solid Waste Southeast, Inc 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: 

Richard Burke

Sworn and prescribed before me this 5th day of MARCH, 2014


NOTARY PUBLIC

My commission expires: June 6, 2017



Charles C. Appleby

Chairman & Chief Executive Officer

Experience

Advanced Disposal Services, Inc. – Jacksonville, Florida

August 2006 – Present – Chairman & Chief Executive Officer

November 2000 – August 2006 – President, Chief Financial Officer & Director

- One of three founding members of Advanced Disposal Services in November 2000. Acquired by Highstar Capital in August 2006 in transaction valued at \$470MM.
- Grew Advanced Disposal into a leading growth-oriented environmental services company providing integrated, non-hazardous solid waste collection, recycling, transfer and disposal services throughout the eastern U.S. via its established network of vertically integrated facilities with 98 operating facilities, 46 landfills, 87 transfer stations and 26 recycling operations in 20 states
- Completed over 100 acquisitions totaling in excess of \$2.5B since inception
- Largest privately held solid waste company in the US; 4th largest overall

CAVCO, Inc. – Jacksonville, Florida

May 1996 – March 2004 – President & Equity Partner

- Cavco is a private investment company that acquires, invests in and/or establishes joint ventures with other private companies.
- Supervised the management of a sizeable marketable security portfolio.
- From 1996 – 2004, Cavco acquired significant operating companies in the forest products industry (mulch and fence manufacturing, sales and distribution – sold November 2003); convenience store business – sold February 2001; metal fabrication (sold January 2005); maintenance of traffic services and other venture capital investments.
- Served on the Board of Directors of a NASDAQ listed company. The company was a high tech start-up company that completed an IPO in October 2000. Cavco was an original investor in the company, and Mr. Appleby joined the board after the IPO and served on both the audit committee (chairman) and compensation committee. Assisted in the negotiation of the merger with another public company..

Grenadier, Appleby, Collins & Company – Jacksonville, Florida

September 1984 – April 1996 – Partner & Certified Public Accountant

- Founding partner of local accounting firm with emphasis on taxation matters including income, estate and gift for individuals, corporations, estates and trusts for residents and non-residents. Special emphasis on mergers and acquisitions, valuations and foreign transactions.
- From 1977 through 1984 worked in various international and local accounting firms specializing in tax matters.

Military

Army National Guard

- Colonel (Retired), Florida Army National Guard – selected for promotion to Brigadier General prior to retirement in August 2001 after 31 years of service to the U.S. Armed Forces.
- Deputy Commanding General, 32d Army Air and Missile Defense Command (June 1999 – August 2001) – worldwide responsibility for theater missile defense including the Patriot missile system.
- Commanding General, Florida National Guard Major Command, Orlando, Florida – responsible for natural disaster recovery operations and other state emergencies in the Northeast Florida area (Orlando east to Daytona north to FL/GA line west toward Tallahassee); approximately 2,500 soldiers in the command.
- Served in progressively more responsible positions in the reserve component including Military Policy Company Commander, Battalion Operations Officer, Battalion Executive Officer, Battalion Commander, Deputy Brigade Commander and Commanding General.
- Served in progressively more responsible positions in the U.S. Army including Platoon Leader, Detachment Commander, Executive Officer and Battery Commander in the United States (82d Airborne Division) and overseas (Korea).
- Awards and decorations include the Legion of Merit, Meritorious Service Medal, the Florida Cross, Senior Parachutist, Ranger and Pathfinder.
- Graduate
 - U.S. Army Command and General Staff School, 1990
 - U.S. Army War College School of Corresponding Studies, 1997
- Active Duty – August 1970 – August 1973

Education

Masters of Business Administration, May 1977
Stetson University

Bachelors of Business Administration, May 1977
Stetson University

Bachelors of Science Political Science, June 1970
University of Florida

Professional

Certified Public Accountant

Florida, 1978 (active)
Colorado, 1987 (inactive)
Georgia, 1989 (inactive)

Member

- American Institute of Certified Public Accountants (AICPA)
 - AICPA Tax Division, Past Member
 - AICPA Tax Policy & Simplification Committee, Past Member
 - AICPA Tax Practice & Procedures Committee, Past Member
 - Florida Institute of Certified Public Accountants (FICPA), Member
 - FICPA Institute on Federal Taxation, Past Chairman & Member
 - FICPA Federal Taxation Committee, Past Chairman & Member
 - National Association of Certified Valuation Analysts, Past Member and Certified Valuation Analyst
-

Industry, Charitable & Community Organizations

Ernst & Young 2009 Florida Regional Entrepreneur of the Year Award Winner, National Award Nominee

Environmental Industry Association

Trustee 2008 – present

Chairman (previously served as Treasurer), 2110 – present

Detachable Container Association

Board Member, 2009 – present

Jacksonville Electric Authority

Board Member, 2012

Jacksonville Economic Development Commission

Commissioner, 2003 – 2007

Jacksonville Marine Charities, Inc.

Past Director Emeritus

Jacksonville Waterways Commission

Past Member

Children's Home Society, Buckner Division

Past Director & Treasurer

Richard Burke

President

Experience

Advanced Disposal – Ponte Vedra, Florida

November 2012 – Present – President

- Responsible for mergers and acquisitions, purchasing, risk management, human resources and strategic planning

Veolia Environmental Services North America – Chicago, Illinois

2009 – 2012 – CEO

- \$2 billion annual revenue
- Veolia Executive Committee Member
- Solid Waste, hazardous waste, industrial cleaning, waste to energy, offshore Marine
- Responsible for strategy and execution of NA business plan

2006 – 2009 – President

- Grew revenue from \$400M to \$750M
- Improved profitability by more than 30%

2001 – 2005 – Eastern Region Vice President

- Increased profitability of region by 300% over four years
- Grew revenue by more than 100%

1999 – 2001 – Region Manager, Wisconsin

Waste Management

1995 - 1999 – Vice President of Operations, New York

1993 – 1994 – Area Manager, Eastern Pennsylvania

1991 – 1993 – General Manager, Roanoke, Virginia

1988 – 1991 – Operations Manager, Richmond, Virginia

1987 – 1988 – Manager Training Program, Richmond, Virginia

Education

Bachelors of Science Business, 1986
Randolph Macon College

Professional

Member

- Veolia/ Ecole Polytechnique – Global Executive Program
- Babson College – Entrepreneurs Boat Camp
- University of Pennsylvania – Strategy and Management
- 1997 – Waste Management Executive of the Year Award
- 2007 – Veolia Global Shareholder Award
- 2009 – Veolia Global Customer Service Award
- 2010 – Veolia Global Safety Leader Award

Industry, Charitable & Community Organizations

Chicago World Business

Board Member, 2010 - Present

Environmental Research and Education Foundation

Chairman of the Board, 2006 - Present

James “Jim” Suter

District & General Manager

Experience

Advanced Disposal

GM Fort Myers, Florida

District Manager, South Florida

Responsible for Advanced Disposal's solid waste and recycling operations in South Florida; from Ocala to the Florida Keys, as well as directing market development activities in the district. Operations include 6 solid waste and recycling collection facilities and 4 landfill operating agreements.

Allied Waste Industries

GM Dallas, Texas and Plano, Texas

GM Baltimore, Maryland

District Manager, Chesapeake District

Responsible for Allied Waste operations in the States of Maryland and Delaware which included 7 solid waste and recycling collection companies and 2 MSW transfer stations. General Management positions included responsibility for large city hauling operations with remote transfer stations, material recovery facilities and satellite collection companies.

Waste Management

Division President Lafayette, Indiana and Kokomo, Indiana

Division President Byers Landfill, Logansport, In

Division Manger, Central and Southern Indiana

Responsible for all facets of operation of Lafayette and Kokomo collection operations and MRFs as well as the Tippecanoe County transfer station. Operated, expanded, and managed the Oakridge Landfill in Logansport, Indiana.

As Division Manager, responsibilities included 6 collection companies, 2 MRFs, 3 transfer stations in central and southern Indiana including Indianapolis, Lafayette, Muncie, Kokomo, Bloomington and Hamilton County.

Roadway Express

Terminal Manger Marion, In

ATM Indianapolis, Indiana

District Production Manager, Indianapolis, Indiana

11 year transportation career with the leading LTL carrier in the freight industry included operations management and terminal management positions. District responsibilities included managing production levels and developing / implementing standard work methods across a 3 state district.

Bruce Williams

General Manager – Islamorada

Experience

Advanced Disposal Services, Inc. – Islamorada, FL

November 2012 - Present – General Manager – Islamorada

- Responsible for operations and growth within Islamorada, Florida
- Responsible for all budget and monthly profit and loss reports

Veolia Environmental ES Solid Waste, Inc. – Islamorada, FL

2003 – November 2012 – Islamorada

- Responsible for operations and growth within Islamorada, Florida
- Responsible for all budget and monthly profit and loss reports

Key West Housing Authority – Key West, Florida

2000 – 2003 – Regional Director

- Regional Director for Key Largo and Marathon, Low Income Housing Projects

Island Disposal Company – Islamorada, Florida

1994 – 2000 – General Manager

- Franchise Operator for solid waste hauling and removal contract between local franchisee and Monroe County, FL

Keys Sanitary Service – Key Largo, FL

1991 – 1994 – Operations Manager

- Franchise Operator for solid waste hauling and removal contract between local franchisee and Monroe County, FL

1987 – 1991 – Various supervisory roles

Education

Winter Haven High School, 1967

Winter Haven, Florida

Polk Community College, 1969

Winter Haven, Florida

Florida International University, 1975

Miami, Florida



Financial Overview

ADS Waste Holdings, Inc. ("Advanced Disposal"), headquartered in Ponte Vedra, Florida, is a vertically integrated environmental services company that specializes in the collection, recycling, transportation and disposal of non-hazardous solid waste and recycling materials throughout the eastern United States. Advanced Disposal owns and/or operates 46 landfills, 87 transfer stations, 26 material recycling facilities and 98 collection operations in Alabama, Florida, Georgia, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, New Jersey, New York, North Carolina, Pennsylvania, South Carolina, Tennessee, Vermont, Wisconsin and the Bahamas. For the year ended 12/31/2012, the Company had pro forma revenues of \$1.5 billion with total assets of \$3.9 billion. The Company has a \$300 million Revolver under its Senior Credit Facility. Advanced Disposal was assigned a corporate family rating of B2 from Moody's and B corporate credit rating from Standard & Poor's.

Advanced Disposal Waste Holdings Corp. and Subsidiaries

**Consolidated Financial Statements
December 31, 2012, 2011 and 2010**

**** Please note that the Audited Financial notes have been removed in order to adhere to the 20 page limit for additional information.
The additional pages can be sent upon request.**

Advanced Disposal Waste Holdings Corp. and Subsidiaries
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December 31, 2012, 2011 and 2010

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Ernst & Young LLP
Suite 1701
One Independent Drive
Jacksonville, FL 32202
Tel: +1 904 358 2000
Fax: +1 904 358 4598
www.ey.com

Report of Independent Certified Public Accountants

The Board of Directors and Stockholders of
Advanced Disposal Waste Holdings Corp.

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Advanced Disposal Waste Holdings Corp. and Subsidiaries, which comprise the consolidated balance sheet as of December 31, 2012, and the related consolidated statements of operations, comprehensive loss, changes in stockholders' equity, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States.

Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Advanced Disposal Waste Holdings Corp. and its subsidiaries at December 31, 2012, and the consolidated results of their operations and their cash flows for the year then ended in conformity with U.S. generally accepted accounting principles.

Ernst & Young LLP

April 30, 2013

1304-1072396



Report of Independent Certified Public Accounting Firm

To the Board of Directors and Stockholders of
Advanced Disposal Waste Holdings Corp. and Subsidiaries

In our opinion, the accompanying consolidated balance sheet and the related consolidated statements of operations, comprehensive loss, stockholders' equity and cash flows present fairly, in all material respects, the financial position of Advanced Disposal Waste Holdings Corp. and its subsidiaries at December 31, 2011, and the results of their operations and their cash flows for years ended December 31, 2011 and 2010, in conformity with accounting principles generally accepted in the United States of America. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these statements in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and well as evaluating the overall financial statement presentation. We believe that our audits provides a reasonable basis for our opinion.

PricewaterhouseCoopers LLP

April 30, 2013

Advanced Disposal Waste Holdings Corp. and Subsidiaries
Consolidated Balance Sheets
December 31, 2012 and 2011

(In thousands of dollars, except shares)

	<u>2012</u>	<u>2011</u>
Assets		
Current assets		
Cash and cash equivalents	\$ 18,775	\$ 6,887
Accounts receivable, net of allowance for doubtful accounts of \$4,028 and \$2,326, respectively	196,433	63,727
Parts and supplies inventory	7,741	3,665
Prepaid expenses and other current assets	24,411	15,910
Deferred income taxes	2,122	5,707
Assets of businesses held for sale	90,784	-
Total current assets	340,266	95,896
Restricted cash	9,066	6,029
Other assets, net	97,654	13,741
Property and equipment, net	1,750,619	675,904
Goodwill	1,138,083	326,417
Other intangible assets, net	449,534	256,605
Total assets	<u>\$ 3,785,222</u>	<u>\$ 1,374,592</u>
Liabilities and Stockholders' Equity		
Current liabilities		
Accounts payable	\$ 70,476	\$ 23,749
Accrued expenses	114,152	34,295
Deferred revenue	56,205	12,746
Current maturities of landfill retirement obligations	20,100	11,959
Current maturities of long-term debt	19,209	2,127
Liabilities of businesses for sale	25,534	-
Total current liabilities	305,676	84,876
Other long-term liabilities, less current maturities	50,608	22,734
Long-term debt, less current maturities	2,310,536	437,274
Accrued landfill retirement obligations, less current maturities	165,165	35,014
Deferred income taxes	300,131	73,226
Total liabilities	<u>3,132,116</u>	<u>653,124</u>
Commitments and contingencies		
Stockholders' equity		
Preferred stock Series A: \$.01 par value, 1,800 and 1,300 shares issued, authorized and outstanding (liquidation value \$211,473 and \$43,000)	-	-
Common stock: \$.01 par value, 1,300 shares authorized, 1,087 and 977 shares issued and outstanding	10	10
Treasury stock	(8,718)	-
Additional paid-in capital	1,104,416	946,453
Officer promissory notes	(31,514)	(30,464)
Accumulated other comprehensive loss	(2,231)	(3,272)
Accumulated deficit	(411,387)	(195,174)
Noncontrolling interests	2,530	3,915
Total stockholders' equity	653,106	721,468
Total liabilities and stockholders' equity	<u>\$ 3,785,222</u>	<u>\$ 1,374,592</u>

The accompanying notes are an integral part of these consolidated financial statements.

Advanced Disposal Waste Holdings Corp. and Subsidiaries **Consolidated Statements of Operations**

(In thousands of dollars)

	Year Ended December 31,		
	2012	2011	2010
Service revenues	\$ 542,362	\$ 432,348	\$ 377,491
Operating costs and expenses			
Operating expenses	337,247	266,123	227,194
Selling, general and administrative	104,626	61,640	61,162
Depreciation and amortization	104,798	77,107	64,238
Acquisition and development costs	1,243	3,482	2,331
Loss on disposal of assets	2,142	14,082	292
Asset impairment, including goodwill	43,710	-	101,255
Restructuring charges	9,901	-	-
Total operating costs and expenses	603,667	422,434	456,472
Operating (loss) income	(61,305)	9,914	(78,981)
Other income (expense)			
Interest expense	(49,449)	(24,497)	(35,504)
Interest income	132	118	152
Debt conversion costs and early extinguishment of debt	(9,423)	(4,822)	(707)
Other, net	1,269	434	247
Total other expense	(57,471)	(28,767)	(35,812)
Loss from continuing operations before income taxes	(118,776)	(18,853)	(114,793)
Income tax (benefit) provision	(13,480)	3,477	(657)
Loss from continuing operations	(105,296)	(22,330)	(114,136)
Discontinued operations			
Impairment of assets	(81,215)	-	-
(Loss) income from discontinued operations, net	(7,577)	279	(269)
Discontinued operations, net	(88,792)	279	(269)
Net loss	(194,088)	(22,051)	(114,405)
Less: Net loss attributable to noncontrolling interests	(1,385)	(216)	(1,372)
Net loss attributable to Advanced Disposal Waste Holdings Corp.	\$ (192,703)	\$ (21,835)	\$ (113,033)

The accompanying notes are an integral part of these consolidated financial statements.

Advanced Disposal Waste Holdings Corp. and Subsidiaries
Consolidated Statements of Comprehensive Loss

(In thousands of dollars)

	Year Ended December 31,		
	2012	2011	2010
Net loss	\$ (194,088)	\$ (22,051)	\$ (114,405)
Other comprehensive income (loss), net of tax			
Market value adjustments for hedges	1,041	(254)	(1,128)
Other comprehensive income (loss)	1,041	(254)	(1,128)
Less: Net income attributable to noncontrolling interest	(1,385)	(216)	(1,372)
Comprehensive loss attributable to Advanced Disposal Waste Holdings Corp.	\$ (191,662)	\$ (22,089)	\$ (114,161)

The accompanying notes are an integral part of these consolidated financial statements.

Advanced Disposal Waste Holdings Corp. and Subsidiaries

Consolidated Statements of Stockholders' Equity

(in thousands)	Common Stock		Preferred Stock-Series A		Additional Paid-in Capital		Officer Predecessory Notes		Accumulated Deficit		Accumulated Other Comprehensive Loss		Treasury Stock		Noncontrolling Interests		Total Stockholders' Equity	
	Shares	Amount	Shares	Amount									Shares	Amount				
Balance at December 31, 2009	990	\$ 10	-	\$ -	\$ 781,386	\$ (28,799)	\$ (60,306)	\$ (113,033)	\$ (1,890)	-	-	-	-	\$ -	\$ 5,503	\$ (1,372)	\$ 695,804	(114,405)
Net loss	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Unrealized loss resulting from change in fair value of derivative instruments, net of tax	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(1,128)	(1,128)
Capital contribution	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	46,324	46,324
Common stock repurchases	(13)	-	-	-	-	-	-	-	-	-	-	-	13	(9,270)	-	-	(9,270)	(9,270)
Treasury stock retirement	-	-	-	-	-	-	-	-	-	-	-	-	(13)	9,270	-	-	-	-
Interest receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stock-based compensation expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(821)	(821)
Ten shering expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,376	2,376
Balance at December 31, 2010	977	10	-	-	821,573	(28,620)	(173,339)	(113,033)	(3,018)	-	-	-	-	-	4,131	(216)	619,737	(22,051)
Net loss	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Unrealized loss resulting from change in fair value of derivative instruments, net of tax	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(254)	(254)
Capital contribution	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	80,776	80,776
Star Atlantic liability	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Stock-based compensation expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(844)	(844)
Series A stock issuance	-	-	13	-	43,000	-	-	-	-	-	-	-	-	-	-	-	1,104	1,104
Balance at December 31, 2011	977	10	13	-	948,453	(30,464)	(195,174)	(192,703)	(3,272)	-	-	-	-	-	3,915	(1,385)	721,468	(194,088)
Net loss	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Unrealized gain resulting from change in fair value of derivative instruments, net of tax	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital contribution and proceeds from issuance of shares	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,041	1,041
Other	118	-	\$ -	-	157,411	-	-	-	-	-	-	-	-	-	-	-	157,411	157,411
Issuance of note receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(732)	(732)
Interest receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(250)	(250)
Dividend distribution	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(800)	(800)
Stock repurchase	(8)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(23,510)	(23,510)
Stock-based compensation expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(8,718)	(8,718)
Balance at December 31, 2012	1,087	\$ 10	18	\$ -	\$ 1,104,416	\$ (31,514)	\$ (411,387)	\$ (23,510)	\$ (2,231)	-	-	-	-	\$ (8,718)	\$ 2,530	\$ -	\$ 653,106	\$ 653,106

The accompanying notes are an integral part of these consolidated financial statements.

Advanced Disposal Waste Holdings Corp. and Subsidiaries

Consolidated Statements of Cash Flows

(In thousands of dollars)

	Year Ended December 31,		
	2012	2011	2010
Cash flows from operating activities			
Net loss	\$ (194,088)	\$ (22,051)	\$ (114,405)
Less: Net loss attributable to noncontrolling interest	(1,385)	(216)	(1,372)
Net loss attributable to company	(192,703)	(21,835)	(113,033)
Adjustments to reconcile net loss to net cash provided by operating activities			
Depreciation and amortization	126,290	92,281	78,957
Amortization of put option premium	-	157	-
Paid in kind interest	-	-	526
Interest accretion loss contracts	1,226	1,458	1,503
Amortization of debt issuance costs	4,969	2,735	2,870
Accretion of original issue discount	1,132	-	-
Accretion on landfill retirement obligation	8,097	8,233	6,413
Provision for doubtful accounts	2,814	2,135	2,873
Loss on sale of property and equipment	2,053	2,011	430
Loss on disposition of business	-	11,945	-
Debt extinguishment loss	9,423	4,804	707
Stock option vesting	1,284	1,104	2,375
Change in deferred tax provision	(18,583)	2,014	(1,474)
Earnings in equity investee	(179)	-	-
Asset impairment	124,925	-	101,255
Tax liability forgiveness	-	-	757
Changes in operating assets and liabilities, net of business acquired			
Increase in accounts receivable	(37,626)	(9,154)	(4,934)
Decrease (increase) in prepaid expenses and other current assets	132	(1,920)	393
Decrease (increase) in parts and supplies	247	(754)	(561)
Increase in other assets	(7,331)	(2,345)	(272)
Increase (decrease) in accounts payable	10,224	(2,163)	4,885
Increase (decrease) in accrued expenses	17,268	(4,283)	(1,947)
Increase in unearned revenue	25,763	3,634	2,688
Decrease in other long-term liabilities	(4,202)	-	-
Capping, closure and post-closure expenditures	(6,203)	(3,101)	(4,754)
Payment for interest rate caps	(4,950)	-	-
Payment to extinguish interest rate swaps	(7,500)	-	-
Net cash provided by operating activities	55,185	86,740	78,285
Cash flows from investing activities			
Purchases of property and equipment and construction and development	(86,376)	(72,576)	(99,689)
Proceeds from sale of property and equipment	1,534	1,796	1,633
Proceeds from sale of intangibles	-	-	539
Purchase of intangibles	(464)	(1,381)	-
Issuance of notes receivable	-	(758)	(1,521)
Repayments of notes receivable	194	-	-
Acquisition of businesses, net of cash acquired	(1,895,412)	(108,697)	(58,374)
Proceeds from disposition of business	-	47,951	-
Net cash used in investing activities	(1,980,524)	(133,665)	(157,412)
Cash flows from financing activities			
Proceeds from borrowings on long-term debt	2,395,276	175,801	168,350
Repayment on long-term debt	(518,565)	(250,303)	(115,558)
Treasury stock retirement	-	-	(9,270)
Payment of other long-term liabilities	-	(1,287)	(1,868)
Deferred financing charges	(73,025)	(6,382)	(10,414)
Bank overdraft	631	(887)	1,950
Proceeds from issuance of shares and capital contributions	157,411	124,074	46,324
Distributions of retained earnings	(23,510)	-	-
Other financing activities	(991)	(264)	(307)
Net cash provided by financing activities	1,937,227	40,752	79,207
Net increase (decrease) in cash and cash equivalents	11,888	(6,173)	80
Cash and cash equivalents, beginning of year	6,887	13,060	12,980
Cash and cash equivalents, end of year	\$ 18,775	\$ 6,887	\$ 13,060

The accompanying notes are an integral part of these consolidated financial statements.



Company Overview

Advanced Disposal is a company that brings fresh ideas and solutions to the business of a clean environment. It is our people who make the difference and leave the world a cleaner, more beautiful place. We are proud to provide cost-effective and environmentally-sound solutions for waste and recycling collection, transportation, processing and disposal. But we do much more than collect garbage. We truly are an environmental services company.

We provide:

- Waste and recycling reduction solutions for homes and businesses
- Safe disposal facilities with state-of-the-art engineering and construction techniques to protect the Earth
- Efficient and effective recycling processing facilities to preserve our natural resources
- Cleaner operating trucks and equipment utilizing lower sulfur fuels, more efficient oils, and more responsible maintenance practices
- Support to those communities we serve in particular through environmental and beautification projects and education
- Advanced Disposal has the operational expertise, management strengths, financial capabilities and commitment to quality that few publicly traded or independent companies can rival. Our independent status frees us from the bureaucratic structure of a national company so that decisions that are important to you can be made quickly and implemented effectively.

Our success can be measured through the strong partnerships between our employees and the customers we serve. Whether our customers are municipalities, commercial businesses, construction and demolition companies, industries or individual homeowners, we look forward to creating and building our relationships by providing quality service at a fair price.

Locations:

Advanced Disposal has operations in 18 Eastern states including: Alabama, Florida, Georgia, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, North Carolina, Pennsylvania, South Carolina, Tennessee, Vermont, Wisconsin and the Bahamas.

Facilities include:

- 91 Collection / Hauling Facilities
- 42 MSW and C&D Landfills
- 72 Transfer Stations
- 25 Recycling Facilities

Customers:

- More than 2.3 million residential customers including 732 exclusive city and county contracts
- More than 302,000 commercial & industrial and construction & demolition customers

Fleet:

- More than 3,034 vehicles running routes on a daily basis

Disposal Volumes:

- Collects approximately 28,600 tons of waste per day
- Safely disposes of approximately 50,970 tons a day in our landfills

Employees:

- Approximately 5,373 people

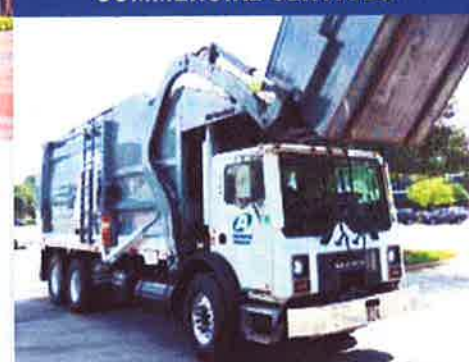
Industry Standing:

- Advanced Disposal is the largest privately-owned environmental services company in the United States.

DOING OUR JOB MEANS NOT INTERFERING WITH YOURS.



COMMERCIAL SERVICES



WASTE AND RECYCLING SOLUTIONS FOR YOUR BUSINESS.

Advanced Disposal understands the issues your business faces. In fact, from the ground up, we've made it our business to take care of yours. It's our job to make sure our solid waste and recycling services help your business and bottom line, not burden it. That's why we take extreme care to respect your workplace and your time – because we all know time is money, and that is one thing we'll never waste.

YOUR NEEDS

Reliable and timely service

A schedule that fits your business.

Rightsized service

Paying for only as much capacity as you need.

Customer service

Prompt, friendly response.

Cost containment

Helping you manage your bottom line, with your budgeting needs in mind.

Environmental and economic sustainability

Exercising environmental responsibility without losing sight of your financial goals.

OUR SOLUTIONS

Service guarantee

Advanced Disposal follows a standard of care aimed to service your business, when you need it. Guaranteed.

Customized service

Advanced Disposal tailors our solid waste and recycling services to suit your unique business needs.

One call, one person

Speak to a qualified customer care representative whenever you call.

Ongoing monitoring

Advanced Disposal analyzes your waste stream disposal costs and recommends viable disposal and recycling solutions with your budgeting needs in mind.

Environmental stewardship

Advanced Disposal provides environmental solutions that balance your needs for sustainability and a strong bottom line.

SERVICE FIRST. SAFETY ALWAYS.

It's our commitment to you. From safe and proper collection and transportation, to environmentally sound treatment and disposal, Advanced Disposal is committed to our safety and yours.



Advanced Disposal



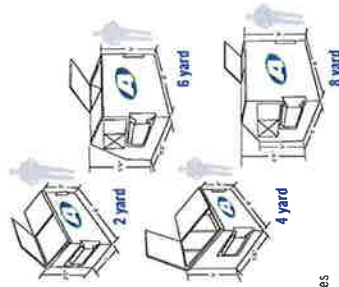


COMMERCIAL WASTE AND RECYCLING CONTAINERS

Most businesses choose front-load containers, commonly referred to as "dumpsters," as their primary means of disposal. We offer both waste disposal and recycling services for all commercial properties and businesses.

A good option for:

- Office Buildings
- Restaurants
- Strip Malls
- Grocery Stores
- Shopping Centers
- Service Stations
- Healthcare Facilities
- Schools/Universities
- Apartment/Residential Buildings
- Hotels
- Distribution Centers
- Manufacturing Plants
- All Commercial Businesses

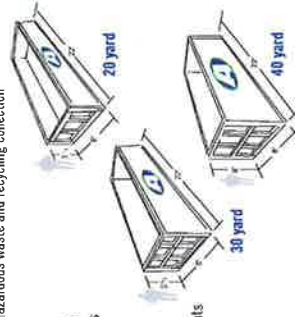


ROLL-OFF OPEN-TOP CONTAINERS

Ideal for those who generate larger waste loads, roll-off containers are available in open-top form in 20, 30 and 40 cubic yards. They can be used for all levels of nonhazardous waste and recycling collection and transportation.

Great for:

- Construction Companies
- Individual Manufacturers
- Large Retailers
- Renovation Projects
- Land Debris Clearing and Removal
- Festivals and Large Events
- Other Large-Waste Generators



COMPACTORS

Our compactors are fully enclosed and engineered to meet your businesses' specific needs.

- Available in varying sizes from 2 to 40 cubic yards
- Requires access to electrical power
- Maximizes space needed for disposal
- Minimizes the number of collections needed over time

GENERAL BUSINESS SERVICES

Not sure which size or type of container is best suited for you? With our free waste stream analysis, we'll come to your site and create a plan that provides the best solution to meet your solid waste and recycling needs.

CONSTRUCTION SERVICES

- In addition to providing containers to construction sites, we:
- Advise safe capacity levels if containers are overloaded
- Recycle rebar, concrete, wood and other construction materials
- Help with LEED certification
- Dispose of construction and demolition waste properly, meeting all regulatory rules
- Offer recycling containers and verifiable reporting

INDUSTRIAL SERVICES

We're aware industrial customers occasionally have special waste needs, and therefore offer:

- 24/7 waste pickup
- Special waste analysis and disposal
- Special equipment designed to collect and carry waste

RECYCLING SERVICES

We customize our commercial recycling services to fulfill your specific needs. The most common service provided is cardboard recycling. However, in specific markets, we offer paper, aluminum, steel, fiber, plastic and other recycling services. Just call your sales representative to discuss what sustainable solutions are available in your area.

SPECIAL-WASTE SERVICES

For customers who generate special waste that requires waste profiling, customized handling, heightened safety measures or unique disposal practices, Advanced Disposal has the capability and experience to manage it. We follow all environmental laws, have an experienced environmental staff and properly track all shipments. We also select treatment facilities based on proximity and competitive price.

NATIONAL ACCOUNTS

We are experts in comprehensive waste management and environmental services for multilocation businesses. We save you time and money by providing a streamlined, single-source waste management solution. On average, we achieve cost savings of 20 to 30 percent by implementing a range of techniques, including:

- Streamlining operations
- Identifying and reducing hidden costs
- Rightsizing services
- Renegotiating and rebidding contracts
- Diverting recyclable materials from the waste stream

COMMERCIAL SERVICE STANDARDS – OUR PROMISE TO YOU.

Delivery of New Containers

- All containers will be clean, fresh and clearly marked with company decals and phone numbers.
- Delivery will be made on the due date.
- Delivery paperwork turned in by 5 p.m. may be scheduled for next-day delivery.

Roll-Off Haul Requests

- Guaranteed next-day service; however, same-day service will be given if possible.

Extra Pickups and Overloaded Containers

- Guaranteed next-day service; however, same-day service will be given if possible.
- Driver will call the Advanced Disposal dispatch office and ask dispatch to notify the customer of an overloaded container and educate the customer regarding safe capacity levels.

Blocked Containers

- Driver will attempt to service blocked containers by speaking to someone on-site or calling the Advanced Disposal dispatch office to notify the customer of the blocked container.

Emptying Containers and Spillage

- If waste comes out of a container while it is being emptied, the driver will pick it up.

FOCUS ON ENVIRONMENTAL INTEGRITY

Advanced Disposal is deeply committed to ensuring a clean and safe environment for our employees, our customers and our communities. When it comes to your environmental responsibility, we can give you the peace of mind you need. We limit your liability by employing qualified professionals and complying with all local, state and federal regulations. So you can be sure that your waste will be cared for in a safe and compliant manner.



Advanced Disposal

**WE CLEAN
UP WELL.**



**Advanced
Disposal**

When you choose Advanced Disposal as your solid waste and recycling provider, something remarkable happens.

To start, you get a cleaner business, a greener community and a city that shines. At Advanced Disposal, our drive to do things better means creating an enhanced environment for all of us. And that's something of which we're proud. Because a cleaner environment means a better world and a brighter future for individuals, businesses and governments alike.

- **We take more than garbage.
We take pride in our work and have
a strong sense of values.**
- **We take care of our customers.
They are our highest priority.**
- **We take ownership. We act as owners,
not just employees.**
- **We take care of the environment.**
- **We work smart.**

Our company was founded on the belief that customer service is paramount, that it is every employee's responsibility to care for our customers with unfailing responsiveness and reliability. More importantly, we believe that when we serve a community, we become part of it.

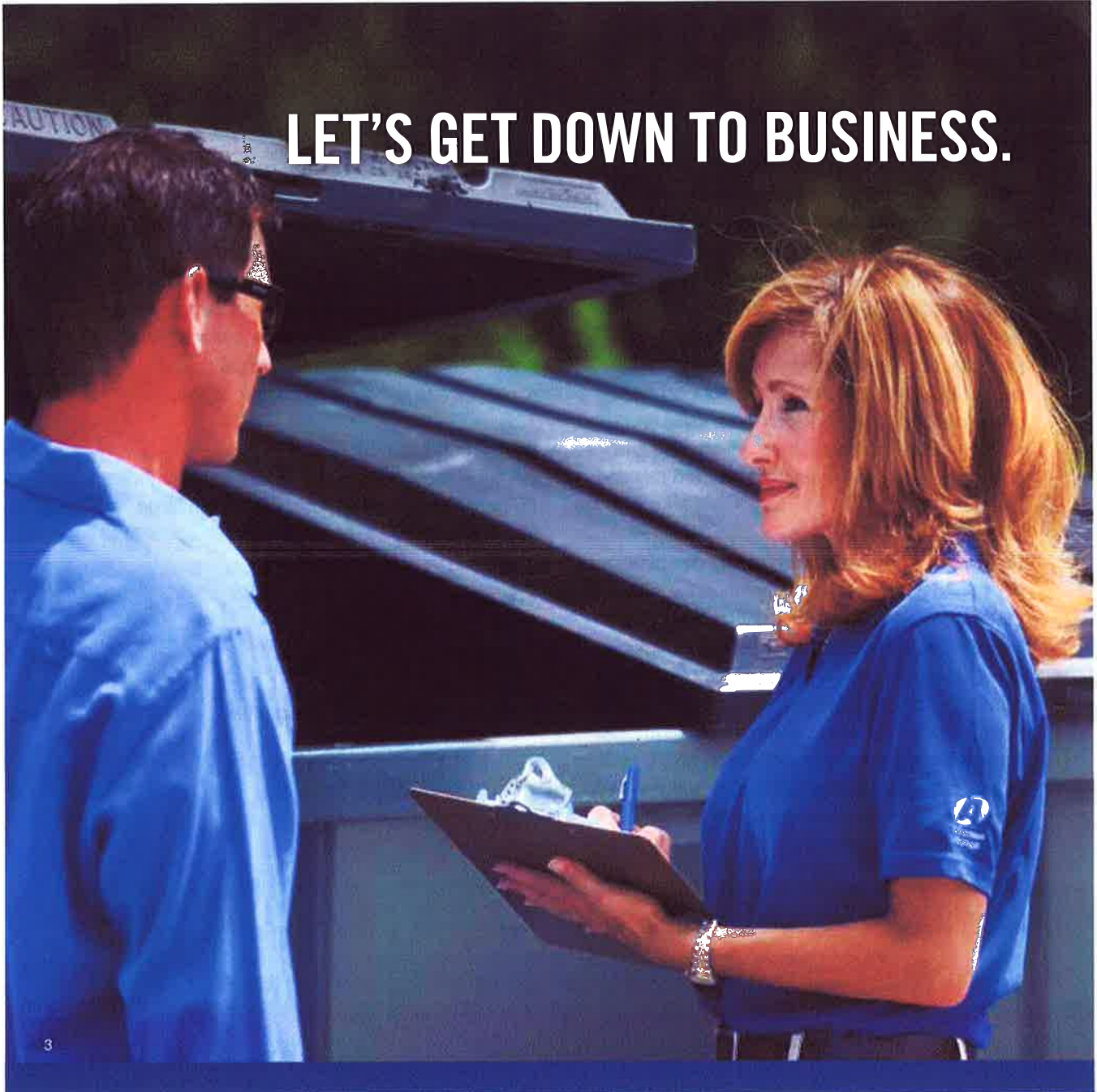
Earth is a precious resource that deserves our constant care and attention. To ensure that we all have a chance to do our part to help preserve and protect our treasured natural resources, Advanced Disposal offers comprehensive environmental solutions that balance your needs for environmental responsibility and a strong bottom line.

**MAKE YOUR
MOTHER
PROUD**

The first step in a clean and healthy community is ensuring discarded materials are picked up in a timely, efficient and safe manner – something our Advanced Disposal environmental heroes do every day. Second is effectively managing these materials for ultimate reuse, recycling and/or disposal in a sustainable and realistic manner to truly make Mother Earth proud.



LET'S GET DOWN TO BUSINESS.



COMMERCIAL SERVICES

FRONT/REAR LOAD COLLECTION

The majority of businesses choose to use commercial containers, commonly known as dumpsters, as their primary means of disposing waste. But not all commercial services are created equal. Advanced Disposal invests in our customer relationships by using the best equipment possible, consistently maintaining it, and supporting it with a highly trained support team of professional drivers, dispatchers, sales and customer care representatives, mechanics and managers. You'll see the difference from day one.

ROLL-OFF COLLECTION

For those who generate larger volumes of waste, Advanced Disposal has the solution for a perfect fit. Whether you are a construction company, industrial manufacturer, large retailer or any other type of large waste generator, our roll-off containers of various sizes – including enclosed compactors – can serve your unique needs. Our top-quality equipment is surpassed only by our industry-leading customer service, making sure that we respond to your needs with unfailing timeliness and courtesy.

SPECIAL WASTE COLLECTION

While every customer is special to us, most waste streams are similar in makeup and disposal requirements. But for those customers who truly generate specialized waste, requiring waste profiling, customized handling, heightened safety measures or unique disposal practices, Advanced Disposal has the capability and experience to handle it – and then some.

COMMERCIAL RECYCLING

We have recycling and sustainability solutions for companies and organizations both large and small.

- Businesses
- Industries
- Cities and Counties
- Schools
- Hospitals
- Churches and Other Nonprofits

SERVICE FIRST. SAFETY ALWAYS.

It's our commitment to you. From safe and proper collection and transportation, to environmentally sound treatment and disposal, Advanced Disposal is committed to our safety and yours.

COMMERCIAL SERVICE STANDARDS – OUR PROMISE TO YOU.

Delivery of New Containers

- All containers will be clean, fresh and clearly marked with company decals and phone numbers.
- Delivery will be made on the due date.
- Delivery paperwork turned in by 5 p.m. may be scheduled for next-day delivery.

Roll-Off Haul Requests

- Guaranteed next-day service; however, same-day service will be given if possible.

Emptying Containers and Spillage

- If waste comes out of a container while it is being emptied, the driver will pick it up.

Blocked Containers

- Driver will attempt to service blocked containers by speaking to someone on-site or calling the Advanced Disposal dispatch office to notify the customer of the blocked container.

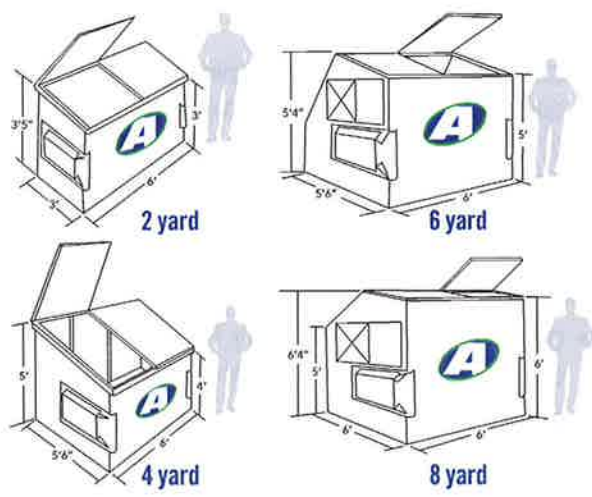
Extra Pickups and Overloaded Containers

- Guaranteed next-day service; however, same-day service will be given if possible.
- Driver will call the Advanced Disposal dispatch office and ask dispatch to notify the customer of an overloaded container and educate the customer regarding safe capacity levels.

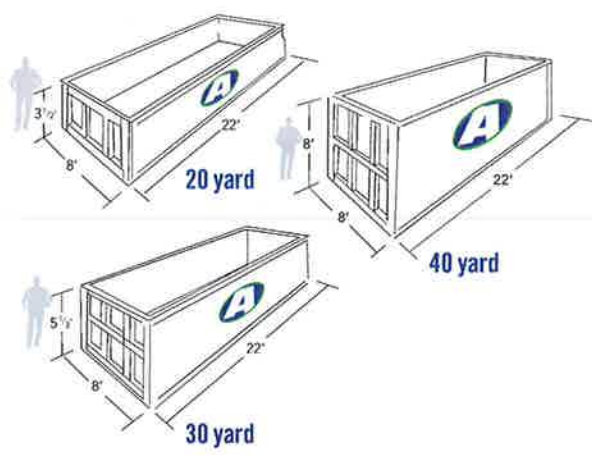
FOCUSED ON ENVIRONMENTAL INTEGRITY

Advanced Disposal is deeply committed to ensuring a clean and safe environment for our employees, our customers and our communities. When it comes to your environmental responsibility, we can give you the peace of mind you need. We limit your liability by employing qualified professionals and complying with all local, state and federal regulations. So you can be sure that your waste will be cared for in a safe and compliant manner.

CONTAINER SERVICE



ROLL-OFF SERVICE





WE LIVE BY THE LAW OF ENVIRONMENTAL RESPONSIBILITY.

GOVERNMENTAL SERVICES

Advanced Disposal has a lot to offer local governments. For starters, when we assume responsibility for solid waste and recycling in a community, the local government saves money, reduces liability and gains job opportunities for their employees. Not to mention peace of mind – equipment costs are no longer the responsibility of the government; Advanced Disposal assumes all costs, even for new and depreciating equipment. Plus, we've never faltered on a municipal contract, ever.

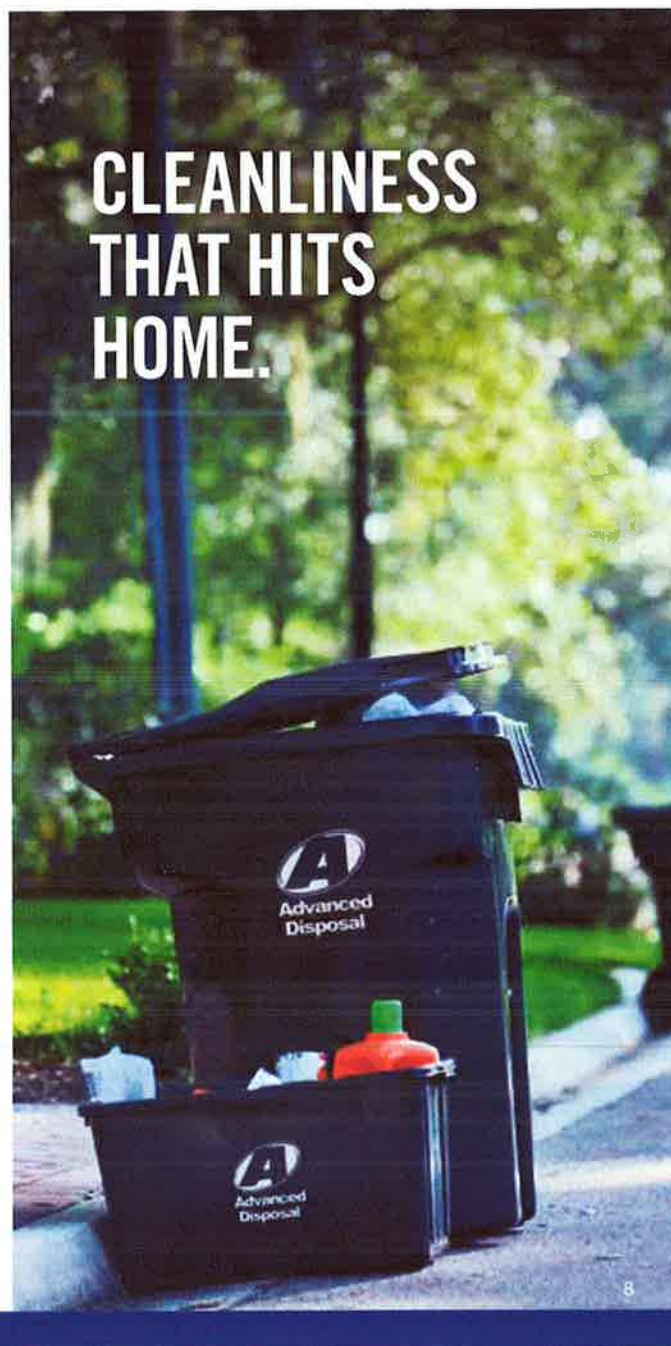
Whether your government is interested in outsourcing collection and/or disposal services or has a need for a long-term partner for processing recyclables or disposal of nonhazardous waste, Advanced Disposal has the experience and resources to be your environmental services partner of choice.

To learn more about our municipal partnerships, visit AdvancedDisposal.com/Local-Government/Privatization.

RESIDENTIAL SERVICES

Like you, we value safe and clean communities where residents don't notice the garbage truck, but instead are impressed by cleaner streets and neighborhoods that they can be proud to call home. That's why Advanced Disposal provides residential solid waste and recycling services to thousands of families and neighborhoods every day. But we take more than garbage.

- We take time — to deliver consistent service to those who depend on us.
- We take precautions — to ensure the safety of those around us.
- We take pride — in being quiet and respectful on our routes.
- And we take care — to leave our streets and communities cleaner than we found them.



PUTTING THE ENVIRONMENT FIRST, NATURALLY.



MATERIAL RESOURCE MANAGEMENT

At Advanced Disposal, we consider environmental stewardship of utmost importance and strive to make the world a cleaner, more beautiful place for our employees, our customers and our communities. Our holistic approach to resource management is both environmentally and economically conscious.

LANDFILLS

Our commitment runs deep, literally. Our landfills are impressive engineering structures that offer the environment state-of-the-art protection while providing a vital service to governments, businesses and individuals alike. Our landfills are managed and operated correctly so that they are true assets to their communities and are backed by positive environmental records and significant civic involvement.

To learn more about how modern landfills are constructed and operated, visit our website at AdvancedDisposal.com/Disposal.

MATERIAL RECOVERY FACILITIES

At Advanced Disposal, our Material Recovery Facilities (MRFs) are much more than simple sorting operations. Instead, they are thriving business units and necessary community infrastructures. They provide a vital need to preserve our natural resources while

performing their operations in an economical and efficient manner.

Most of our facilities accept the following materials:

- Paper (all grades including newspaper, magazines, office paper, etc.)
- Fiber (cardboard, fiberboard)
- Plastics (#1 - #7)
- Aluminum
- Steel

However, some have unique capabilities such as:

- Beverage destruction
- Document destruction
- Processing high-grade office paper
- Specialty plastics

*Check with your Advanced Disposal representative to confirm which items can be recycled in your area.

TRANSFER STATIONS

We operate transfer stations in the majority of our markets to serve as consolidation centers for solid waste. Traditional collection vehicles transfer and consolidate their waste to large tractor-trailers for long-distance trips to an Advanced Disposal landfill. This allows solid waste collection vehicles to do what they do best – serve our customers in a timely manner while reducing travel distances, alleviating traffic congestion and minimizing air emissions.



Recycling Education & Outreach Activities

Advanced Disposal is deeply committed to ensuring a clean and safe environment for our employees, our customers, and our communities. We consider environmental stewardship of utmost importance and believe that our true business is making the world a cleaner, more beautiful place to live, work and play.

Advanced Disposal has always had a strong commitment to recycling through our extensive residential and commercial collection operations. All offices participate in a recycling program, whether it's recycling paper, aluminum cans, plastics or a combination of all. Many of Advanced Disposal's recent acquisitions and milestones stem from our goal to be a fully-integrated environmental services company and prove our commitment to a cleaner, greener world. We own and/or operate 25 recycling processing facilities and consistently look for more opportunities to site, permit, and operate recycling facilities.

Promoting recycling through education and community outreach is a goal that all Advanced Disposal operating facilities remain committed to both in our service to residents and communities as well as to businesses.

The following outlines the various programs and tools Advanced Disposal implements to grow understanding and participation in recycling.

- I. **COMMUNITY OUTREACH EVENTS**
 - A. Electronic Recycling
 - B. Cell Phones for Soldiers
 - C. Paper Shredding
 - D. America Recycles Day
 - E. Beautiful Bag Ladies
 - F. Presentations to various groups and organizations
- II. **SCHOOL PROGRAMS**
 - A. Bringing Recycling to Schools
 - B. Recycling Facility Tours
 - C. Captain Recycle
 - D. Earth Day
 - E. Waste in Place, Keep America Beautiful Curriculum Guide
 - F. You Can Make Recycling Work Coloring Book by Keep America Beautiful
- III. **MUNICIPAL PARTNERSHIPS**
 - A. Make Your Mother Proud recycling cart program
 - B. Monthly Environmental Tip of the Month email

RECYCLING - COMMUNITY OUTREACH EVENTS

Advanced Disposal works within each of our communities to develop or participate in events where we have the opportunity to highlight the importance of recycling. Events are tailored for the community to ensure the message resonates with residents, as every neighborhood varies on its knowledge and acceptance of recycling.

Electronic Recycling



Advanced Disposal holds electronic or e-recycling events to give residents and businesses the opportunity to discard unwanted electronics, such as computers, printers, faxes, televisions, phones, etc. In this day and age, electronics are obsolete and thus are often replaced at a rapid rate. These items have to be discarded in a cautious manner in order to protect natural resources.

At the e-cycling events, Advanced Disposal partners with a preferred vendor that is responsible for recycling the materials. We will only partner with those vendors that provide written proof that the collected electronics are not sent overseas to be broken apart. With this proof, we can rest assured that the electronics are being recycled in a manner that is safe to the environment.

Cell Phones for Soldiers

Since 2009, Advanced Disposal has partnered with Cell Phones for Soldiers to collect unwanted cell phones for recycling. The proceeds from the recycled cell phones provide soldiers serving overseas with prepaid calling cards to communicate with their families back home. During the week of Veteran's Day, Advanced Disposal will place Cell Phones for Soldiers donation bags inside customers' recycling containers throughout participating communities in hopes of collecting cell phone donations. Residents are asked to place an old, unwanted cell phone inside the envelope, seal it up and leave it in their mailbox. There is no postage necessary and no charge to the participant. Each donated cell phone provides a soldier overseas with 60 minutes of prepaid calling service so they may phone their families back home.



Advanced Disposal also promotes the program by distributing Cell Phone for Soldiers envelopes at community events that we are involved in, such as the St. Augustine Marathon weekend in November. Since January of 2009, Advanced Disposal has collected 2,945 phones, resulting in 176,700 minutes of talk time for troops.

Paper Shredding



Advanced Disposal hosts paper shredding events in the communities we operate, which is also a welcomed service for residents and small businesses who wish to recycle paper while protecting their identities and other sensitive information.

At a recent shred event in St. Johns County, Florida, we collected and recycled 22,000 pounds of paper and 1,500 pounds of cardboard in just four hours. The event was held to help reduce the risk of identity theft for residents and businesses and in celebration of America Recycles Day.

America Recycles Day

Since 1997, communities across the country have come together on November 15 to celebrate America Recycles Day. America Recycles Day is the only nationally recognized day dedicated to the promotion of recycling in the United States. One day to educate and motivate. One day to get our neighbors, friends and community leaders excited about what can be accomplished when we all work together. One day to make recycling bigger and better 365 days a year.



Every year, Advanced Disposal celebrates America Recycles Day by hosting or participating in community events throughout our operating footprint. We might hold a paper shredding event, provide recycling containers at a festival, or bring a recycling truck to a community-wide recycling celebration, so people can see up close how their recyclable materials are collected from their homes. We hope to make each year's America Recycles Day bigger than the last.

Beautiful Bag Ladies



The Bag Ladies are beautiful ladies working to help create a more beautiful environment. Attractive women, working on behalf of Advanced Disposal, promote recycling, reduce litter and waste, and represent the company's commitment to cleaner communities. Advanced Disposal selects specific events where there are large numbers of people drinking from plastic bottles and/or aluminum cans that can be recycled. The Bag Ladies carry blue bags and ask people for their recyclable bottles and cans, while distributing a flyer promoting the benefits of recycling.

The program promotes Advanced Disposal in a very positive "green" light, is a fun, entertaining way to spread the message of recycling, and helps to reduce the quantity of solid waste generated and requiring disposal at special events. Advanced Disposal's Bag

Ladies can be spotted at such events including the National Marathon to Finish Breast Cancer in Jacksonville.

Presentations to Various Groups and Organizations

Advanced Disposal employees will regularly speak to various groups about the importance of recycling and how we, as a company, are working to make a difference. We speak to rotary groups, leadership organizations, garden clubs, economic development committees, and the list goes on. Presentations are targeted for the group's knowledge and interest with the same goal – to get more people recycling.

RECYCLING – SCHOOL PROGRAMS

Advanced Disposal is committed to educating students on the benefits of recycling. We believe that the future of our Earth rests with our students, so the younger we can teach kids to make recycling a habit, the better we all are.

Bringing Recycling to Schools

Advanced Disposal partnered with an Alabama elementary school to create a pilot program for recycling. Advanced Disposal donated bins and services for the program, which was so successful; it is being adopted in other schools within the system. We launched a similar program with Jeffersonville Elementary in Georgia and continue to partner with schools throughout our operating footprint to provide recycling services to students, faculty and staff.

Recycling Facility Tours

Advanced Disposal offers guided tours of its Material Recycling Facilities to school groups on a regular basis. The hands-on experience provides students a better understanding of how material is sorted and processed for the next phase.

Eco-Man

Advanced Disposal Municipal Marketing and Government Affairs Manager Steve Edwards is passionate about recycling. As his alter ego, Captain Recycle, Steve works with schools and young people to instill a sense of ownership in our environment. During school visits, Captain Recycle conducts interactive presentations to raise the awareness of students eager to learn about how they can make a difference through recycling.



Earth Day

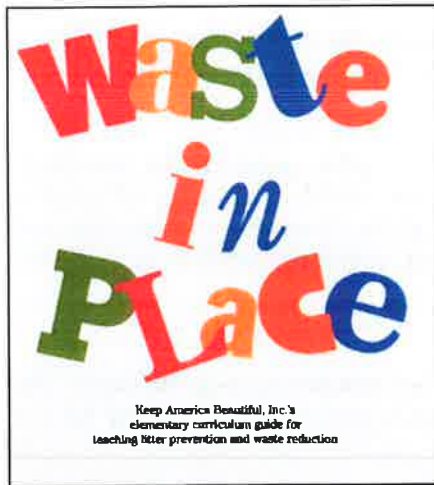


Advanced Disposal often looks to partner with schools around Earth Day. For the last three years, Advanced Disposal and Wolf Creek Landfill have sponsored an Earth Day Contest at Jeffersonville Elementary School in Dry Branch, Georgia. Students receive Advanced Disposal gift bags and participate in an Earth Day coloring and essay contest for the chance to win Advanced Disposal Earth Day T-shirts and ribbons. Last year's essay title was, "My efforts for a cleaner, safer environment." Advanced Disposal also donated two cherry blossom trees to the school to plant as part of its Earth Day festivities.

We also support Nease High School's Annual Beach Cleanup that takes place in conjunction with Earth Day each year along the shores of Jacksonville and St. Johns County beaches. Advanced Disposal provides recycling containers, so the litter collected that is recyclable is processed in an environmentally sustainable manner.



Waste in Place, Keep America Beautiful Curriculum Guide



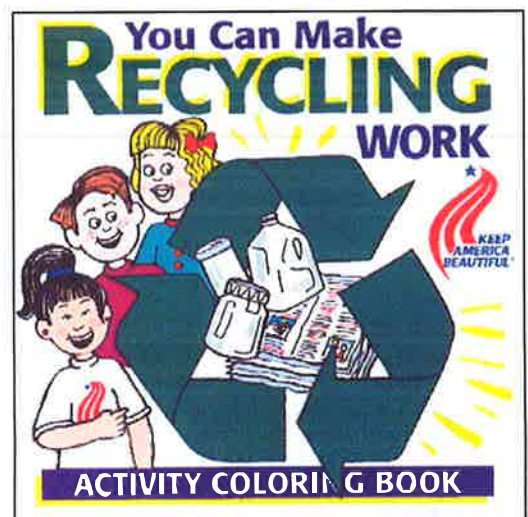
Advanced Disposal believes it is, in part, our responsibility to assist with recycling curriculum in schools. We often provide our partnering schools and educators with the "Waste in Place" elementary school guide published by Keep America Beautiful. This informative guide provides lessons and activities on topics ranging from how we manage garbage to the plastic container identification code system. Armed with this knowledge, students will undoubtedly become advocates for recycling.

A copy of the curriculum can be provided upon request.

You Can Make Recycling Work Coloring Book by Keep America Beautiful

Advanced Disposal often provides the "You Can Make Recycling Work" coloring book to schools, during facility tours and at community events with children in attendance. This activity book, also published by Keep America Beautiful, is a great tool to reach our youngest recyclers.

A copy of the coloring book can be provided upon request.



RECYCLING – MUNICIPAL PARTNERSHIPS

Advanced Disposal is proud to provide recycling services to 746 cities or counties across our operating footprint. As part of those partnerships, we are always looking for ways to increase recycling participation.



Make Your Mother Proud recycling cart program

A recent initiative we launched in an effort to create some buzz and excitement about recycling is our specially-designed “Make Your Mother Proud” recycling carts.

We recently announced that all Nassau County, Florida residential subscription customers can sign up for free recycling service. When they sign up, they receive a “Make Your Mother Proud” 65-gallon recycling cart at no extra cost. The program has proven to be successful thus far, and we hope to launch it in other communities where we provide services.

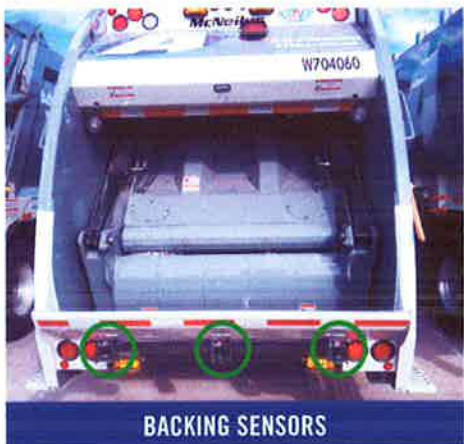
Monthly Environmental Tip of the Month email

Each month, Advanced Disposal selects an Environmental Tip of the Month that often focuses on reduce, reuse and recycle. We share this tip each month with our municipal customers with the idea that they will share it with their

residents and businesses. Thanks to Advanced Disposal, each city or county can count on a fresh, new, green tip to publish on their website, newsletter, social media channels, etc.

SERVICE FIRST. SAFETY ALWAYS.

The safety of our employees, customers and community members is paramount. Advanced Disposal is committed to a safe team and that means employing best practices and proven technologies to make sure we are operating as safely as possible – each and every day.



BACKING SENSORS

BACKING SENSORS – A SECOND SET OF EYES

Beginning in 2013, all new Advanced Disposal route trucks have backing sensors installed at the manufacturer in addition to the 15% of the current fleet that have been or are in the process of being retrofitted with backing sensors now. Backing sensors are placed on the rear of trucks and sense when any object or person comes within 6 feet of the truck. Once the sensor detects this object, the brakes are automatically applied. Our trucks will automatically brake before backing into a car, mailbox, tree, bicyclist, pet or pedestrian.

Backing sensors are proven to be amazingly effective with over 80% reduction in backing accident frequency, which is the number one cause of accidents in our industry. Advanced Disposal is proud to partner with Global Sensor Systems Inc., which manufactures our backing sensors. While this safety equipment does increase the cost of doing business, we believe that the investment to prevent accidents is vital. We encourage others in the industry to follow our lead in making our business, industrial and residential communities safer for everyone.



EYE-CATCHING CAUTION DECALS

In taking a page from the emergency response industry's playbook, we improved the visibility of our trucks from behind. The new red and yellow chevron decal is proven to be more visible and gives better direction to move around the truck with caution. All new Advanced Disposal route trucks have the improved caution decals.



SERVICE FIRST. SAFETY ALWAYS.

LIGHTING UP THE STREETS

It's our policy that all route trucks must have headlights on any time the engine is turned on. However, Advanced Disposal saw an opportunity to increase visibility using flashing LED lights to light up the sides and back of our trucks. The LED lights are more noticeable especially from further distances, and the lights know when to blink depending on turn signal lighting as to not confuse other drivers. All new Advanced Disposal route trucks have flashing LED lights.



DRIVECAM – A THIRD SET OF EYES

About 2/3 of our fleet have onboard cameras continuously recording throughout the day. The camera records (not closed circuit) inside the cab and forward facing views from the windshield. If at any point during the day the camera's equilibrium is upset, possibly from a fast turn, rapid braking, or hitting a curb, the camera saves the 8 seconds prior to the "event" and 4 seconds following. Each night, the camera auto uploads to DriveCam powered by Lytx, where trained reviewers check for behaviors that may warrant attention and further coaching. Our operations and safety teams are notified of any "event," and thus given the opportunity to eliminate potentially unsafe behavior before it becomes an accident.



2 ½, 10, 50 AND COUNTING

Advanced Disposal recently overhauled our employee safety training. All new employees have 2 ½ days of classroom training plus on-the-job training, which includes Smith System training for anyone who drives on behalf of the company. Drivers go through a minimum of 10 days on-the-job training with one of our lead drivers so they can learn from the best. Our managers and supervisors are brought together on a quarterly basis for a full day of training – covering a different set of topics at every meeting. They then take the knowledge back to their teams for regular safety tailgate meetings. The safety training covers more than 50 different topics revamped with appropriate photos specific to our industry.

NOT YOUR AVERAGE EGG

Every new Advanced Disposal truck has a handy EGG (Expandable Garbage Gear) tool that allows drivers to keep their trucks tidy with their feet on the ground. It's the gadget that essentially adds feet to their arms making routine (but often risky) tasks of cleaning cab shields, packing blades, and removing loose trash from hard to reach places, much safer.



THE RIGHT DECISION – RIGHT HAND ROUTING

Operating vehicles against traffic flow or weaving from one side of the street to another to provide service is strictly prohibited to ensure safer operations. We operate right hand routing on all residential collection routes. While this may add time to the collection route, there is never time for an accident or injury due to crisscrossing roads with trucks or employees.

AUTOMATION – TAKING EMPLOYEES OUT OF HARMS WAY

Advanced Disposal prefers to use automated side load trucks to service residential customers where it makes sense from an operations and cost standpoint. With automated trucks, a mechanical arm picks up the cart from the curb and dumps it in the truck. These trucks eliminate the need for a helper to manually dump the carts or cans, thus taking a person off the street and out of harms way. With automated trucks, the driver does all the work from the inside of the truck cab; thus, our employees are not exposed to other vehicles or the elements and do not have to handle the waste, all of which has potential hazards.



Advanced Disposal

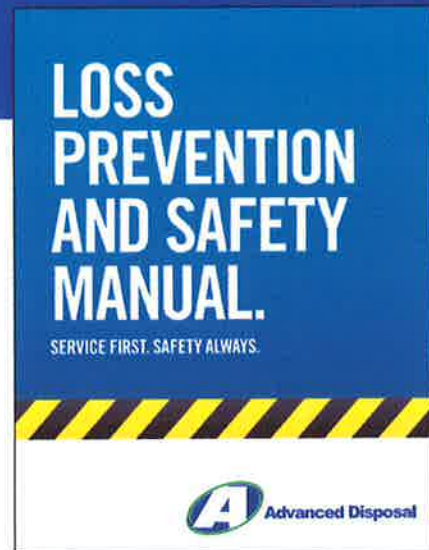


SERVICE FIRST. SAFETY ALWAYS.

OTHER SAFETY PROGRAMS & TOOLS

Loss Prevention and Safety Manual

Loss Prevention and Safety Manual provides an overview of Advanced Disposal's safety program and serves as a quick reference guide for all employees.



Personal Protective Equipment (PPE)

All operational employees are required to use the appropriate PPE. At a minimum, this includes, but is not limited to:

- Hearing protection (where applicable)
- High visibility vest
- Cut-resistant gloves
- Hard Hat
- Six-inch high, hard-toed, puncture resistant boots
- Safety Glasses/Protective eye wear

All non-operational personnel in proximity to a shop, landfill, MRF, recycling facility, on route, etc. will also be required to use appropriate PPE.



Employee of the Month Program

The Employee of the Month program recognizes safe and stellar employees (two from each region) every month. Eligibility is based on a number of factors including safety performance. Our Employees of the Month are published in our company newsletter and presented with a signed certificate and gift card. At the end of the year, all nominated employees are brought together for a special Advanced Disposal Top Players event. All of our Top Players, along with their guests, are treated to a special daytime activity and recognized at a dinner and ceremony. At that event, a Top Player of the Year and Good Samaritan of the Year, selected by our CEO, COO and President, are presented with their awards and monetary prizes.



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.

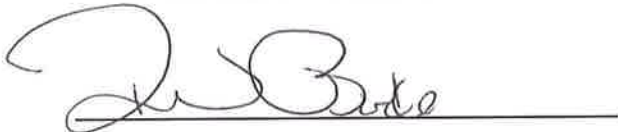
For informational purposes, the pre-bid meeting and site visit sign-in sheets are provided in Attachments A and B hereto. Additional questions received by the City shall be addressed in subsequent addenda.

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.



Signature

ADVANCED DISPOSAL SERVICES
SOLID WASTE SOUTHEAST, INC
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/departmant/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 be 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.



Signature

ADVANCED DISPOSAL SERVICES
SOLID WASTE SOUTHEAST, INC

Name of Business

**PRICE FORM
SUMMARY**

Bidder Name: ADVANCED DISPOSAL SERVICES, Solid Waste, S.E., INC.

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)	\$ 2,268,851.76
2	Residential Collection Option 2 (2-1-1) (Page 2 Line 12)	\$ 3,038,091.36
3	Commercial Collection (Page 3, Line 25)	\$ 2,366,525.16

ADDITIONAL SERVICES		Annual Totals
4	Public Containers (Page 4 Line 4)	\$ 145,488.00
5	Yard Waste Processing (Page 4 Line 5)	\$ 606,576.00

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	\$ 187.50

TRANSFER STATION SERVICES		Annual Totals
8	Transfer Station Services (Page 4 Line 6)	\$ 1,969,056.00

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)	\$ 5,387,253.42
10	SERVICE OPTION 2 (2-1-1) (Σ Lines 2,3,4,5) -(Line 6) - (Line 7)	\$ 6,156,493.02

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)	\$ 7,356,309.42
12	SERVICE OPTION 2 (2-1-1) (Σ Lines 2,3,4,5,8) -(Line 6) - (Line 7)	\$ 8,125,549.02

**PRICE FORM
RESIDENTIAL COLLECTION SERVICES**

Bidder Name: Advanced Disposal Services Solid Waste, S.E. Inc.

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)	\$ 7.28	13,639	\$ 99,291.92
2	Recycling Collection (1x week)	\$ 2.99	13,639	\$ 40,780.61
3	Yard Waste Collection (1x week)	\$ 3.55	13,639	\$ 48,418.45
4	Total Fee per Unit	\$ 13.82	13,639	\$ 188,490.98

	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)	\$ 11.98	13,639	\$ 163,395.22
6	Recycling Collection (1x week)	\$ 2.99	13,639	\$ 40,780.61
7	Yard Waste Collection (1x week)	\$ 3.55	13,639	\$ 48,418.45
8	Total Fee per Unit	\$ 18.52	13,639	\$ 252,594.28

	Special Services	Fee/ Cubic Yard (a)	Est. Cubic Yards/Mo. (b)	Monthly Totals (a) x (b)
9	Yard Waste Clean-up	\$ 29.00	10	\$ 290.00
10	Bulk Waste Clean-up	\$ 29.00	10	\$ 290.00

11	SERVICE OPTION 1 ANNUAL TOTAL (Σ Monthly Totals Lines 4, 9, & 10) x (12 months/year)	\$ 2,268,851.76
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12	SERVICE OPTION 2 ANNUAL TOTAL (Σ Monthly Totals Lines 8, 9, & 10) x (12 months/year)	\$ 3,038,091.36
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**PRICE FORM
ADDITIONAL SERVICES**

Bidder Name:

ADVANCED DISPOSAL SERVICES SOLID WASTE, INC.

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)	\$ 1.00	400	\$ 12,124.00

	Yard Waste Processing Services	Fee/Ton (a)	Est. Tons/Mo. (b)	Monthly Total (a) x (b)
2	Yard Waste	\$ 126.37	400	\$ 50,548.00

	Transfer Station Services (OPTIONAL)	Fee/Ton (a)	Est. Tons/Mo. (b)	Monthly Total (a) x (b)
3	Acceptable Waste	\$ 38.16	4,300	\$ 164,088.00

4	PUBLIC CONTAINERS ANNUAL TOTAL (Monthly Total Line 1 x 12 months/year)	\$ 145,488.00		
5	YARD WASTE PROCESSING ANNUAL TOTAL (Monthly Total Line 2 x 12 months/year)	\$ 606,576.00		
6	TRANSFER STATION SERVICES ANNUAL TOTAL (Monthly Total Line 3 x 12 months/year)	\$ 1,969,056.00		

**PRICE FORM
RECYCLABLES REVENUE**

Bidder Name:

ADVANCED DISPOSAL SERVICES AND WASTE S.E. INC.

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:

1. 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	Commingle #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

2. A Contractor's Fee of eighty dollars (\$80.00) per Ton shall be deducted from the AMV.
3. The Contractor shall pay the City a percentage of the remaining amount for each Ton of inbound Program Recyclables collected during that month.
4. 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%	=	\$0.00
		AMV - Contractor's Fee		Revenue Share		per Ton

***Negotiable if awarded**

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:

1. 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.
2. Contractor shall pay the City a percentage for each Ton of inbound White Goods received at the Transfer Station that month.
3. 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	15%	=	\$ 18.75
		Market Value		Revenue Share		per Ton

**PRICE FORM
RECYCLABLES REVENUE**

Bidder Name:

Advanced Disposal Services for Waste S.E. Inc.
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:

Bruce Williams

Date:

March 5, 2014